File #:

62- 116464

Serial Scope:

115- PART I -Bulky

Released under the John F. Kennedy Assassination Records Collection Act of 1992 (44 USC 2107 Note). Case#:NW 55293 Date: 11-20-2017

4-331 (Rev. 11-13-75)

Pt. 1

62-116464-115

BULKY ENCLOSURE

BIN # ~~160~~ ~~1611~~

ROOM 1B-873 17A

XEROX COPY OF ~~COVER LETTER~~ Abstract ENCLOSED

FBI - CENTRAL RECORDS CENTER

HQ - HEADQUARTERS

Class / Case #	Sub	Vol.	Serial #	
0062 116464		1	115	ONLY

4/14/203725

RRP005R2CL

62- HQ-116464

BULKY

Serial 115

62-HQ-116464-E115

9/18/75 REQUEST - HSC

RE DICK WILSON

RETAIN

(Only copies retain are those that show excisons)
Search Slip shows others serials made available for review.

OFFICE OF THE DEPUTY ATTORNEY GENERAL
WASHINGTON, D.C. 20530

SEP 22 1975

TO: John A. Mintz, Assistant Director
Legal Counsel Division
Federal Bureau of Investigation

M 9/22

FROM: Michael E. Shaheen, Jr.
Special Counsel for Intelligence
Coordination

SUBJECT: House Select Committee Request dated September 18, 1975

Attached is a letter from the House Select Committee dated September 18, which requests access to various FBI materials. Please prepare an appropriate response.

cc: Paul Daly

TM

[illegible]

[illegible]

[illegible]

Ad Hoc

273-10040

OTIS G. PIKE, N. Y., CHAIRMAN

ROSS N. GIAIMO, CONN.
JAMES V. STANTON, OHIO
DONALD V. DE LUMS, CALIF.
MORGAN F. MURPHY, ILL.
LES ASPIN, WIS.
DALE MILFORD, TEX.
PHILIP H. HAYES, IND.
WILLIAM LEHMAN, FLA.

ROBERT MCCLORY
LAWRENCE C. TIRELEN,
JAMES P. JONES, OKLA.
ROBERT W. KASTEN, JR., WIS.

A. SEARLE FIELD, STAFF DIRECTOR
AARON B. DONNER, COUNSEL

TELEPHONE: (202) 225-9751

Select Committee on Intelligence
U.S. House of Representatives
Washington, D.C. 20515

2

September 18, 1975

Mr. Michael E. Shaheen, Jr.
Special Counsel for Intelligence
Coordination
Department of Justice
Washington, D.C. 20530

Dear Mr. Shaheen:

We hereby request immediate access to all notes, memoranda, files and reports concerning Mr. Dick Wilson, Tribal Chairman of the Pine Ridge Indian Reservation. Ms. Ellen Miller of our staff will be prepared to review this material Tuesday, September 23, 1975.

Sincerely,

A. Searle Field

A. Searle Field
Staff Director

RECEIVED
SEP 19 1975

4-22 (Rev. 1-28-75)

Federal Bureau of Investigation
Records Section

9/26, 1975

- [ ] Name Searching Unit, 4543 JEH-FBI Bldg.
- [ ] Service Unit, 4654 JEH-FBI Bldg.
- [ ] Forward to File Review
- [x] Attention BILL LEEPER 5121 JEH
- [ ] Return to MR. HINES

Supervisor Room Ext.

Type of References Requested:

- [ ] Regular Request (Analytical Search)
- [x] All References (Subversive & Nonsubversive)
- [ ] Subversive References Only
- [ ] Nonsubversive References Only
- [ ] Main _____ References Only

Type of Search Requested:

- [ ] Restricted to Locality of _____
- [ ] Exact Name Only (On the Nose)
- [ ] Buildup
- [ ] Variations

ALL + AKAS

Subject ORLIN WAYNE WILSON

Birthdate & Place 9/29/34 PINE Ridge S.D.

Address Tribal Chairman Ogalala Sioux Tribal Council

Localities Minn, SD, Tennessee,

R# _____ Date 9/26/75 Searcher Initials KAR

Prod. _____

FILE NUMBER	SERIAL
44-64479	I
~~46-67126~~	I
46-67126	I
70-51157	I
70-64651	I
89-725	I
ORLIN	
26-61834-1; 29; 31	
~~26-89482-9~~	
ORLIN RAY (AKA)	
26-89482-9	
other Bd's of Orlin Wayne Wilson not searched	
RICHARD ALLEN WILSON (AKA) LTL of S.D.	
46-49746	I
~~[illegible]~~	searched on Budgement basis
RICHARD ~~[illegible]~~	
70-6311 CR	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

SEARCH SLIP

P. 2

Subj: ORLIN WAYNE WILSON + ALL AKAS

Supervisor Hines / Leeper Room 5121 SEH

R# _____ Date 9/26/75 Searcher Initial KAR

Prod. _____

FILE NUMBER	SERIAL
Richard	
26-172510	
26-160401	
44-56025	
44-56075	
44-56246	
44-56301	
44-56587	
44-56386	
44-59828	
70-58765	
70-58768	
70-58923	
70-58938	
70-59044	
70-59266	
70-54536	
70-64651	
70-63488	
70-64787	
87-90198 DOC 12/30/66	
44-0-24660	
" -24684	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

p.3

SEARCH SLIP

HAKAS

Subj: ORLIN WAYNE Wilson

Supervisor Hines / Cooper Room 5121 SH

R# _____ Date 9/26 Searcher Initial KAR

Prod. _____

FILE NUMBER	SERIAL
Richmond	
44-0-24745	
" -24786	
" -24806	
" -24816	
" -24855	
" -24879	
" -24906	
" -25278	
52-96893-76	
62-115830-12	
-17	
-32	
-36	
70-0-3124	
100-462483-312	
-327	
-695	
-873 ep. 166	
-2227	
105-203686-326	
-343	
-423	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

SEARCH SLIP

p. 4

Subj: ORLIN WAYNE Wilson + AKAS

Supervisor Hines/Leeper Room 5121 SH

R# _____ Date 9/26/75 Searcher Initial CAL

Prod. _____

FILE NUMBER	SERIAL
Richard	
157-29156-2	
157-33640-2	
176-2262-143 p.	G, J, O,
	P, Q, BB, EE,
	OO
176-2404-38	
176-3568-5	(~~ATLAS~~)
Richard E. (AKA)	
WR	
other Bd's of Richard	
Allen Wilson not searched	
R.E. Wilson not searched	
Dick Wilson (AKA)	
1-1152-43-962	
70-58651-2	
70-0-3122	
89-3229-2	
-351	
-638 p. #9	
-514 p. 4	
-1180 p. 5	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

p. 5

SEARCH SLIP

Subj: CRLIN NAME Wilson +AKA

Supervisor Hines / Leppert Room 5121 XH

R# _____ Date 9/26 Searcher Initial AR

Prod. _____

FILE NUMBER	SERIAL
DICK (cont)	
100-461424-1 ep. 17	
100-462483-276	
-282	
-295	
-422 xp. #55	
-2017	
105-203686-469	
-413	
-455	
-A - Omaha World Herald Omaha Neb. 11/17/72	
157-30390-1	
157-30728-1	
176-2262-4	
~~176-22~~ -143p CC	
176-2404-252	
-947	
~~176-2262-4~~	
~~-143p~~	
Goon Squad Wilson (AKA)	
~~-51~~	

4-22 (Rc . 1-28-75)

Federal Bureau of Investigation
Records Section

9/26, 1975

- [ ] Name Searching Unit, 4543 JEH-FBI Bldg.
- [ ] Service Unit, 4654 JEH-FBI Bldg.
- [ ] Forward to File Review
- [x] Attention BILL LEEPER 512/JEH
- [ ] Return to MR. HINES

Supervisor Room Ext.

Type of References Requested:

- [ ] Regular Request (Analytical Search)
- [x] All References (Subversive & Nonsubversive)
- [ ] Subversive References Only
- [ ] Nonsubversive References Only
- [ ] Main _____ References Only

Type of Search Requested:

- [ ] Restricted to Locality of _____
- [ ] Exact Name Only (On the Nose)
- [ ] Buildup
- [ ] Variations

ALL AKAS

Subject ORLIN WAYNE WILSON

Birthdate & Place 9/29/34 PINE Ridge S.D.

Address Tribal Chairman OGALALA Sioux Tribal Council

Localities Pine Ridge, SD, Tucson,

R# _____ Date 9/26/75 Searcher Initials KAR

Prod. _____

	FILE NUMBER	SERIAL
	44-64479	I
	~~46-67126~~	I
✓	46-67126	I
	70-51157	I
	70-64651	I
	89-725	I
	ORLIN	
	26-61839-1; 29; 31	
	~~26-89482-4~~	
	ORLIN RAY (AKA)	
	26-89482-4	
	other Bds of Orlin Wayne	
	Wilson not Searched	
	RICHARD ALLEN WILSON (AKA)	
	LTL of S.D.	
	46-49746	I
YY	~~46-[illegible]~~	searched on Judgement basis
	RICHARD	
	70-[illegible]	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE SEARCH SLIP

p. 2

Subj: ORLIN WAYNE Wilson + ALL AKAS

Supervisor Hines / Lepper Room 5121 SEH

R# _____ Date 9/26/75 Searcher Initial KAK

Prod. _____

	FILE NUMBER	SERIAL
	Received	
	26-172510	
	26-160401	
	44-56025	
	44-56075	
	44-56246	
	44-56301	
	44-56587	
	44-56386	
	44-59828	
✓	70-58765	
	70-58768	
	70-58923	
—	70-58938	
	70-59044	
✓	70-59266	
	70-54536	
	70-64651	
	70-63488	
	70-64787	
	87-90198 DOC 12/30/66	
	44-0-24660	
	" -24654	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

SEARCH SLIP

p.3 HAKAS

Subj: ORLIN WAYNE Wilson

Supervisor Hines / Cooper Room 5121 JEH

R# _____ Date 9/26 Searcher Initial KAR

Prod. _____

	FILE NUMBER	SERIAL
	Richland	
	44-0-24745	
	" -24786	
	" -24806	
	" -24816	
	" -24855	
	" -24879	
	" -24906	
	" -25278	
	52-96893-76	
	62-115830-12	
	-17	
	-32	
	-36	
	70-0-3124	
N.P.	100-462483-312	
N.P.	-327	
N.P.	-695	
N.P.	-873 cp. 166	
N.P.	-2227	
N.P.	105-203686-326	
N.P	-343	
N.P	-423	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

SEARCH SLIP

p. 4 + AKA

Subj: Orlin Wayne Wilson

Supervisor Hines/Leeper Room 512/SH

R# _____ Date 9/26/75 Searcher Initial CAL

Prod. _____

	FILE NUMBER	SERIAL
	Kennedy	
N.P.	157-29156-2	
N.P.	157-33640-2	
	176-2262-143, p. 6, J, O,	
	P, Q, BB, EE,	
	OO	
	176-2404-34	
	176-2564-5 (~~176-40~~)	
	Richard E. (AKA)	
	NK	
	other Rd's of Richard	
	Allen Wilson not searched	
	R.E. Wilson not searched	
	Dick Wilson (AKA)	
	1-1152-43-962	
	70-58651-2	
	70-0-3122	
	89-3229-2	
	-351	
	-633, p. 49	
	-514, p. 4	
	-1180, p. 5	

4-22a (Rev. 11-17-59)

NUMEROUS REFERENCE

SEARCH SLIP

p. 5

Subj: Carlin Name Nilson +AKA

Supervisor Hines / Leeper Room 5721 XH

R# _____ Date 9/26 Searcher Initials AC

Prod. _____

FILE NUMBER	SERIAL
Nick (cont)	
N.P. 100-461424-1 ep. 17	
N.P. 100-462483-276	
-282	
-295	
-422 xp. #55	
-2017	
N.P. 105-203686-409	
-413	
-455	
-A - Omaha World Herald [illegible] 11/17/22	
N.P. 157-30390-1	
N.P. 157-30725-1	
176-22662-4	
~~[illegible]~~ -143 p CC	
176-2404-252	
-947	
~~176-2262-4~~	
~~-143~~	
Goon Squad Nilson (AKA)	
~~-5X~~	
[illegible] +	

EXCISED DOCUMENTS

70-59266-1
70-58768-5
70-58765-1
46-67126-2

62-116464-115	3 encl 61	10-10-75 AJD:mjg 10/10/75

THE AG U.S. HOUSE SELECT COMMITTEE ON INTELLIGENCE ACTIVITIES (HSC)

Ref made to memo 9/22/75, frm Michael E. Shaheen, Jr., to Assistnt Directr Mintz which transmittd HSC reqst datd 9/18/75, reqstng access to all notes, memos, files & reprts conc Mr. Dick Wilson Tribal Chairman of the Pine Ridge Indian Reservtn. Enclosd for ur approvl & forwardng to the HSC is orignl of memo advisng that this matrl is availbl for revu at FBIHQ as reqstd. A copy of the memo is being frnshd for ur recrds.

NW 55293 DocId:32989685 Page 19

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	4/11/73	4/2 - 4/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON	SA MAURICE E. PEARSON	SMO
	CHARACTER OF CASE: CIR - FRAUD (IRS MATTER)	

70-68466-5

LEADS — P —

MINNEAPOLIS

AT PINE RIDGE, SOUTH DAKOTA. Contact EMMA NELSON, Bureau of Indian Affairs Treasurer, and ascertain if unauthorized salaries are being paid out of the Oglala Sioux Tribe Special Office of Economic Opportunity payroll fund.

ADMINISTRATIVE — there was nothing in this space -JS

[Detailed 302 on pg B] da

ACCOMPLISHMENTS CLAIMED ☒ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED — SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

- 4 - Bureau
- 1 - USA, Minneapolis
- 1 - USA, Pine Ridge
- 2 - Minneapolis (70-6991)

REC-73 ST-118

APR 18 1973

Dissemination Record of Attached Report			
Agency	1-OEO, Internal Audit (Crim)		
Request Recd.	JJS/gp		
Date Fwd.	4-30-73	1-RAC (crim)	
How Fwd.	MAY 18 1973	Att: Robert Asbough Rm 3142	
By			JJS/gp 5-17-73

Notations: SIX DATA PROC

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/4/73

BENNETT F. JOHNSON, Vice President, Stockman National Bank, Rushville, Nebraska (telephone 308-327-2412) provided the following information:

The financial transactions under the RICHARD WILSON administration have been no different than under any of the other Tribal administrations. In the past, each time a new Tribal administration takes office, the new administration has to borrow money to pay off old debts of the old administration. This was no different when WILSON took over as president of the Oglala Sioux Tribe (OST) on April 12, 1972. Also, the WILSON administration assumed loans which had been previously taken out by the ONE FEATHER administration. The total of these loans amounts to $119,000, with repayment scheduled as follows:

Date	Amount
March 1, 1973	$79,333.34
April 1, 1973	$13,222.22
May 1, 1973	$13,222.22
June 1, 1973	$13,222.22

It should be noted that the March 1 and April 1, 1973 payments on the aforementioned loan has not yet been received by the bank, as of April 3, 1973. This is the first time the OST has been delinquent in their payments on loans. The $119,000 was loaned to the OST by the Packers National Bank in Omaha, Nebraska through the Stockman National Bank, Rushville, Nebraska.

The treasurer of the OST, EMMA T. NELSON, has authority through an OST resolution to borrow money from the Stockman National Bank whenever the Tribe needs funds. She is a very competent individual and possibly one of the better treasurers the Tribe has ever had. She can furnish more complete information concerning the financial transactions under the WILSON administration.

Concerning the diversion of federal and state payroll taxes of BIA and Tribal employees, JOHNSON stated that this was highly unlikely. During the ONE FEATHER

Interviewed on 4/3/73 at Rushville, Nebraska File # MP 70-6991

by SA MAURICE E. PEARSON/mbv Date dictated 4/3/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

administration the net salary plus federal and state payroll taxes from various OEO programs were deposited into a special OST payroll account at the Stockman National Bank. The money in this account was used to pay salaries of persons working for the various OEO programs and was supposed to be used to pay federal and state payroll taxes. For many months prior to the WILSON administration, the federal and state payroll tax reports were not filed by the OST treasurer under the ONE FEATHER administration. As a result of this, the monies in the special OST payroll account gradually built up to a balance of approximately $230,000. About this time the Internal Revenue Service (IRS) came in and audited the payroll of the various OEO programs which were being paid by the OST. As a result of this IRS audit, the IRS assessed the OST at an amount exceeding the $230,000 balance which had built up in the special OST payroll account. The OST used the entire balance of the $230,000 in the special payroll account and also had to borrow money from the Stockman National Bank and the OEO in order to pay the IRS the back payroll tax assessment.

Since the WILSON administration took over, the special OST payroll account has been operating very smoothly, and all federal and state payroll taxes have been filed timely by EMMA NELSON.

The IRS in Rapid City, South Dakota is the office that conducted the audit of the OST payroll. They can furnish more detailed information concerning this matter.

In the past WILSON has been involved in what some people might call "shady deals" but since he became president of the OST, JOHNSON believes that WILSON is conducting the affairs of OST honest and completely above board. WILSON is no more honest or dishonest than was GERALD ONE FEATHER or any of the other Tribal presidents over the past many years.

The First National Bank of Gordon, Nebraska maintains various checking accounts of the OST involving their programs with the OEO.

NW 55293 DocId:32989685 Page 22

JOHNSON advised that all of the Stockman National Bank records of the OST will be made available to the FBI for review upon request, however, the information obtained from such records should be considered confidential and not to be made a matter of public record without the issuance of a subpoena duces tecum directed to Mr. BENNETT F. JOHNSON, Vice President, Stockman National Bank, Rushville, Nebraska.

NW 55293 DocId:32989685 Page 23

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Minneapolis
1 - USA, Pine Ridge

Report of: SA MAURICE E. PEARSON Office: Minneapolis
Date: April 11, 1973

Field Office File #: 70-6991 Bureau File #:

Title: RICHARD WILSON

Character: CRIME ON AN INDIAN RESERVATION - FRAUD
(INTERNAL REVENUE SERVICE MATTER)

Synopsis: Investigation to date reflects that subject does not have access to Federal payroll taxes withheld from tribal employees. These funds are maintained in a special Oglala Sioux Tribe payroll account and the controls placed on this account are such that any discrepancies would immediately be reflected. Investigation continues.

- P -

DETAILS:

This investigation is predicated upon an allegation made by PEDRO BISSONETTE, American Indian Movement (AIM) leader inside the occupied Village of Wounded Knee, South Dakota, that Oglala Sioux Tribal Chairman RICHARD WILSON has previously had access to Federal income taxes withheld from both Bureau of Indian Affairs (BIA) and tribal employees and has been diverting a portion of these funds to members of a "goon squad" in the form of salaries.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 4/3/73

CARMEL LOUISE MEANS (sister-in-law of BARBARA MEANS), Box 66, Porcupine, South Dakota, who is the Fiscal Manager for the Office of Economic Opportunity (OEO), located at the Pine Ridge Airport, Pine Ridge (telephone 867-5831), provided the following information:

Her duties with OEO are restricted to the "Community Action Program" (CAP), which provides jobs and services to the poverty-stricken Indians of the Sioux Tribe. She signs checks and disburses funds from the CAP account. The only persons delegated to authorize a disbursement of monies from the CAP fund are the various Component Directors and upon the submission of various expenditures to the OEO by these Component Directors, the OEO Director for Pine Ridge, LELAND BEARHEELS, signs the final authorization for disbursement of funds from the CAP account.

DICK WILSON has no authority to authorize payments of monies from the OEO CAP fund account, however, he has authorized the payment in the sum of a salary to one of the members of his "goon squad" from the CAP payroll account. This person is identified as BEN RICHARDS, who is WILSON's personal bodyguard and driver. RICHARDS does not do any work whatsoever for OEO or CAP; he always works with WILSON. RICHARDS receives a salary of $13,000 a year from the OEO CAP fund.

DICK WILSON's son, RICHARD WILSON, JR., is also on the OEO payroll of the "Community Service Center" (CSC). He is also a member of WILSON's "goon squad" and does not actually do any work for the CSC. His salary is $4389 per year.

OEO has several small funds wherein the payroll is paid at the Sioux Tribal Headquarters in Pine Ridge. The OEO Director (BEARHEELS) submits a time sheet for work done by employees on special projects and the designated fund will issue a check to the Sioux Tribe for the net salary plus any Federal or state withholding tax and state unemployment tax.

4/2/73 Pine Ridge, South Dakota File # MP 70-6991

SA MAURICE E. PEARSON / smo 4/2/73

NW 55293 DocId:32989685 Page 25

The tribe is supposed to file the appropriate Federal and state withholding tax reports and state unemployment tax reports and pay the taxes which were withheld from the employee's salary from the monies, which is given to them by OEO from the specified special project fund. The Sioux Tribal Headquarters has not been filing these tax reports.

About one year ago, the Internal Revenue Service (IRS) came to Pine Ridge and audited the various small projects on which the tribe was supposed to file payroll tax reports. The IRS audit resulted in the CAP fund having to pay several thousand dollars in back payroll taxes for these various special projects which the tribe had failed to file payroll tax reports for. The tribe received the money from the CAP fund to pay these taxes but did not do so.

The special projects heretofore referred to wherein OEO submitted monies to the tribe for salaries plus withholding tax are the "Community Action Program", "Parent-Child Center", and "Headstart."

Beginning March 27, 1973, the day WILSON's men set up a roadblock to prevent food from entering Wounded Knee, several of WILSON's men began signing charge tickets at the Sioux Nation Shopping Center for groceries to be used by WILSON's "goon squad" at the roadblock. These charge tickets are to be paid out of the OEO "Emergency Food and Medical Services Fund" (EFMSF). The persons who have signed for groceries and charged them to the EFMSF but who are not authorized by OEO to do so are: 1) ANTHONY BRAVE; 2) DELORES APPLE; 3) TIM SHANGREAUX. These three persons should not be spending money out of the EFMSF account. The total amount expended for groceries on March 27, 28 and 29, 1973, by the above-mentioned persons is $127.19. None of these people work for OEO.

The original documents pertaining to the aforementioned unauthorized purchase of groceries and all of the time sheets for BEN RICHARDS and RICHARD WILSON, JR., are maintained by CARMEL MEANS and will be made available to the Federal Bureau of Investigation upon request.

FEDERAL BUREAU OF INVESTIGATION

Date of Transcription 4/6/73

SUSAN PERRINE, Revenue Officer, Internal Revenue Service (IRS), 520 Kansas City Street, Rapid City, provided the following information:

Since the DICK WILSON administration came into power in April, 1972, the Oglala Sioux Tribe (OST) has conducted their businesswith the IRS in the most efficient manner in many years.

The OST has a quarter payroll of approximately $400,000. In April, 1972, at the onset of the WILSON Administration, the IRS conducted a payroll tax audit of the OST as the OST had not filed a quarterly payroll tax report for over a year prior to April, 1972. The results of the IRS audit resulted in the OST being assessed approximately $250,000 plus interest for back payroll taxes prior to the period April, 1972.

WILSON was very cooperative with the IRS in furnishing the payroll records for the tribe in order that the audit could be efficiently conducted. The records which WILSON furnished were maintained on a computer system which was done by Sayler, Thorstenson and Company, Certified Public Accountants, 810 Quincy Street, Rapid City, South Dakota.

The OST is now on a weekly depositary system wherein they pay the exact amount of payroll taxes from the special Office of Economic Opportunity (OEO) programs into a special OST payroll account maintained at the Stockmens National Bank in Rushville, Nebraska. The exact amount of the payroll tax is now being timely filed in the form of Depositary Receipts each week. Under this system, the checks and balances are such that any unauthorized use of monies in this special payroll account would show up as a deficit balance in the special payroll account at the Stockmens National Bank. The OEO special program payroll, which checking accounts are maintained at the First National Bank, Gordon, Nebraska, were also in arrears for the period prior to April, 1972. These accounts were also audited by IRS and these various

Interviewed on 4/4/73 at Rapid City, South Dakota File # MP 70-6991

SA MAURICE E. PEARSON / smo 4/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

OEO payrolls were assessed back payroll taxes amounting to approximately $250,000 plus interest.

KEN KRUGER, Revenue Officer for the South Dakota State Unemployment Security Department, Rapid City, also conducted a payroll audit of the OST on behalf of the State of South Dakota. The State of South Dakota also assessed the OST for back payroll taxes prior to the period April, 1972. PETERSON would not provide any definite information or exact figures contained in the IRS files located in Rapid City. If the FBI desires access to the entire IRS file in this matter, the Director, FBI, must go through [illegible] Commissioner in Washington, D.C., and formally request to review the file.

The exact amount of payrol tax liens which were placed upon the OST for back payroll taxes prior to the period April, 1972, can be located at the County Court House located at Hot Springs, South Dakota, under the caption "Tax Liens - Shannon County."

NW 55293 DocId:32989685 Page 28

Note
Attorney

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	6/20/73	3/31 - 6/15/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
VINCENT BREWER; FRANK R. ECOFFEY; RICHARD WILSON	SA MAURICE E. PEARSON	mbw

CHARACTER OF CASE

CIR - FRAUD (MISAPPLICATION OF FUNDS)

- C -

ADMINISTRATIVE

Investigative period in this report is lengthy due to the extenuating circumstances surrounding the Wounded Knee Special

-A*-

COVER PAGE

ACCOMPLISHMENTS CLAIMED ☒ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau

1 - USA, Sioux Falls

1 - Minneapolis (70-6995)

- 59765 -

NOT-37

4 JUN 25 1973

REC-29

ST 113

Dissemination Record of Attached Report				
Agency	1-Interior	1-RAO (Crim)	AH: TYSON	
Request Recd.				
Date Fwd.	7-6-73			
How Fwd.	0-6,0-1P			
By	[illegible]			

Notations

DATA PROC

70 JUL 13 1973

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: SA MAURICE E. PEARSON
Office: MINNEAPOLIS
Date: June 20, 1973

Field Office File #: 70-6995
Bureau File #:

Title:
VINCENT BREWER;
FRANK R. ECOFFEY;
RICHARD WILSON

Character: CRIME ON INDIAN RESERVATION - FRAUD (MISAPPLICATION OF FUNDS)

Synopsis:
Investigation disclosed that subjects did not misappropriate Federal grant money for their own use to purchase the Big Foot Guest Ranch at Porcupine, South Dakota. Investigation discontinued.

- C -

DETAILS:

This investigation was predicated on March 31, 1973, upon an allegation by PEDRO BISSONETTE, American Indian Movement (AIM) leader inside the occupied village of Wounded Knee, that approximately $50,000 of Federal grant money had been appropriated by the Bureau of Indian Affairs (BIA) for the construction of a plastics factory on the Pine Ridge Reservation and that VINCENT BREWER, FRANK ECOFFEY and RICHARD WILSON, Oglala Sioux Tribe (OST) Chairman, used this grant money to purchase the Big Foot Guest Ranch at Porcupine, South Dakota.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/14/73

J. S. DEAN, U. S. Postmaster, Porcupine, South Dakota, provided the following information:

ORVILLE SCHWARTING is a cattle rancher and farmer. He has been living on the Porcupine guest ranch for approximately five years. He leases some of the land around the guest ranch from RICHARD BERGEN in Rosebud, South Dakota.

The First National Bank of Gordon, Nebraska has all the details concerning the financing and ownership of the guest ranch.

Interviewed on 4/12/73 at Porcupine, South Dakota File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS MEP/mbw Date dictated 4/12/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Deleted

4/14/73

Date of Transcription

R. E. CONNEALY, Vice President, First National Bank, Gordon, Nebraska, provided the following information:

The First National Bank of Gordon has one loan account with ORVILLE SCHWARTING. This is a $13,400 loan which SCHWARTING borrowed to finance this year's wheat crop. SCHWARTING will pay off this loan when his wheat crop is sold. SCHWARTING also maintains his checking account with the First National Bank.

SCHWARTING owns the guest ranch in Porcupine, South Dakota. The guest ranch is situated on a quarter section of land in Shannon County. The deed and title for this land can be located at the County Court House in Hot Springs, South Dakota.

On February 28, 1972, the Prudential Life Insurance Company, through its agent E. C. MC CAFREE, Scotts Bluff, Nebraska, released to SCHWARTING 480 acres of land which SCHWARTING owned in Shannon and Bennett Counties. When this land was released to SCHWARTING he would have to file a new deed at either the County Court House in Hot Springs, South Dakota, which covers Shannon County or Martin, South Dakota which covers Bennett County. The Production Credit Association (PCA) in Rapid City, South Dakota holds the mortgage on SCHWARTING's livestock and farm equipment. PCA may have a mortgage on some of SCHWARTING's land, but this is unlikely.

SCHWARTING and RICHARD BERGEN have no land deals together that the First National Bank is aware of.

SCHWARTING is an honorable man and has done business with the First National Bank for 20 to 30 years. He has always honored and paid his obligations on time.

CONNEALY provided SA PEARSON with a xerox copy of a financial statement reflecting the financial condition of ORVILLE SCHWARTING as of July 26, 1971.

Pages 3, 4, 5, and 7 deleted to protect source

Interviewed on 4/12/73 at Gordon, Nebraska File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS MEP/mbw Date dictated 4/13/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 33

MP 70-6995

The information contained herein should be considered confidential and should not be made public without the issuance of a subpoena duces tecum directed to Mr. ROBERT ISHAM, President, First National Bank, Gordon, Nebraska.

Pg 5+6 following also deleted as in part 3 thru 302

NW 55293 DocId:32989685 Page 34

TO [illegible] ADDRESS [illegible]

FOR THE PURPOSE OF OBTAINING LOANS AND DISCOUNTING PAPER WITH YOU, AND OTHERWISE PROCURING CREDIT FROM TIME TO TIME, I FURNISH YOU WITH T
OWING STATEMENT AND INFORMATION, WHICH IS A TRUE AND CORRECT STATEMENT OF MY FINANCIAL CONDITION ON 7-26 19 71

I AGREE TO AND WILL NOTIFY YOU IMMEDIATELY IN WRITING OF ANY MATERIALLY UNFAVORABLE CHANGE IN MY FINANCIAL CONDITION, AND IN THE ABSENCE OF SUCH NOTICE OR OF A NE
FULL WRITTEN STATEMENT, THIS MAY BE CONSIDERED AS A CONTINUING STATEMENT AND SUBSTANTIALLY CORRECT, AND IT IS HEREBY EXPRESSLY AGREED THAT UPON APPLICATION F
HER CREDIT, THIS STATEMENT SHALL HAVE THE SAME FORCE AND EFFECT AS IF DELIVERED AS AN ORIGINAL STATEMENT OF MY FINANCIAL CONDITION AT THE TIME SUCH FURTHER CRED T
STED.

(FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION)

ASSETS

			THOUSANDS	HUNDREDS	CENTS
IN BANK			3	000	—
RNMENT BONDS	PCA Stock & Capital		10	000	—
SURRENDER VALUE LIFE INSURANCE	Satisfactory		1	000	—
INVESTMENTS (ITEMIZE ON BACK)					
25 COWS	AVG WEIGHT	@ $ 200 PER HEAD	100	500	—
25 ~~HEIFERS 2 YEARS OLD~~ Yearling Mixed		@ $ 175	52	000	—
6 HEIFERS 2 YEAR OLD		@ $ 200	6	000	—
25 CALVES (19 71)		@ $ 100	42	500	—
5 BULLS		@ $ 300	10	000	—
STEERS 1 YEAR OLD		@ $			
STEERS 2 YEARS OLD		@ $			
STEERS 3'S AND UP		@ $			
SOWS		@ $			
SHOATS		@ $			
PIGS		@ $			
MULES 10 NUMBER HORSES		@ $	1	000	—
SHEEP, EWES, YEARLINGS	X X	@ $			
SHEEP, EWES, 2 TO 4 YRS.	X X	@ $			
SHEEP, EWES, 5'S AND OVER	X X	@ $			
SHEEP	X X	@ $			
LAMBS	X X	@ $			
BUCKS	X X	@ $			
AND FEED ON HAND AS FOLLOWS: (ITEMIZE) 1000 T			15	000	—
8,000 bu wheat			110	000	—
6,000 bu oats & barley			18	000	—
TOTAL CURRENT ASSETS			366	000	
ING CROPS ACRES OF Cash Rent			~~[illegible]~~ 30	000	
IMPLEMENTS AND AUTOMOTIVE EQUIPMENT (ITEMIZE ON BACK)			60	000	—
STEAD $ 1640 A EXEMPTION $ [illegible]			164	000	
DESCRIPTION: 3040 A farm			120	000	—
Bins in Grain			30	000	—
REAL ESTATE [illegible]			5	000	—
Storage & Bins in Grain			25	000	—
Total Leases			5	000	
SETS			865	000	—

LIABILITIES

		THOUSANDS	HUNDREDS	CENTS
UNSECURED INDEBTEDNESS TO BANKS (ITEMIZE)	1st Nat'l	11	500	—
ENCUMBRANCE ON LIVE STOCK, AS FOLLOWS:	PCA	215	000	—
TO	DUE 19			
COVERING				
LIENS ON FARM IMPLEMENTS AND AUTOMOTIVE EQUIPMENT				
TO	T. D. Int.			
	C.C.C.	16	000	—
OTHER LOANS (ITEMIZE AND STATE MATURITIES)				
C.C. Loan on Wheat		100	000	—
ENDORSEMENTS AND GUARANTIES FOR OTHERS (ITEMIZE AND STATE MATURITIES)				
ACCOUNTS PAYABLE	Feed bills etc	6	000	—
INTEREST	Accumulated AND UNPAID	10	000	—
REAL ESTATE TAXES	" " "			
PERSONAL TAXES	" " "			
INCOME TAXES (FEDERAL AND STATE)	" " "			
INCOME TAXES (FEDERAL AND STATE) ESTIMATED FOR CURRENT YEAR				
ALL OTHER DEBTS (ITEMIZE)				
TOTAL CURRENT LIABILITIES		352	500	—
LIENS ON REAL ESTATE (SPECIFY MATURITIES AND TO WHOM PAYABLE)	Home Loan 1st Nat'l	9	000	—
	Conditional	90	000	—
TOTAL LIABILITIES		451	500	—
NET WORTH		353	500	—
TOTAL		805	000	—

MAKE AND TYPE	YEAR	MODEL	COST	PRESENT VALUE	LIENS
Full line of farm &			$	$	$
ranch equip					
IF ADEQUATE SPACE NOT PROVIDED ABOVE, ATTACH SCHEDULE		TOTALS	$	$	$

OTHER REAL-ESTATE SCHEDULE (DO NOT INCLUDE HOMESTEAD)

ACRES	LEGAL DESCRIPTION (SHOW COUNTY AND STATE)	TITLE IN	VALUE	LIENS	NATURE OF IMPROVEMENTS
			$	$	
IF ADEQUATE SPACE NOT PROVIDED ABOVE, ATTACH SCHEDULE		TOTALS	$	$	

ES PAID TO date (DATE) 19 ____ MORTGAGE INTEREST PAID TO date (DATE) 19 ____

I HAVE UNDER LEASE 20,000 ACRES OF LAND IN ____ (COUNTY AND STATE)

RENTAL PRICE BING $ 35,000 ~~PER ACRE~~ WHICH HAS BEEN PAID TO ____ 19 ____

OTHER INVESTMENTS: (DESCRIBE) Grant ranch

E YOU ANY PARTNERS IN YOUR BUSINESS? No IF SO, STATE PARTICULARS ____

: YOU EVER BEEN ADJUDGED A BANKRUPT? No IF SO STATE PARTICULARS ____

IMENTS OR SUITS PENDING AGAINST ME AT THIS TIME $ No STATE PARTICULARS ____

INSURANCE $ 100,000 PAYABLE TO Life IS THE RIGHT TO CHANGE BENEFICIARY RESERVED? ____

RANCE ON: BUILDINGS $ adequate GRAIN $ ____ LIVE STOCK $ ____ MACHINERY AND AUTOMOTIVE EQUIPMENT $ ____

I HAVE RESIDED AT PRESENT LOCATION Lifetime YEARS ____ MONTHS. FORMERLY RESIDED ____

I HAVE READ THE ABOVE STATEMENT, BOTH WRITTEN AND PRINTED, BEFORE SIGNING, AND IT IS CORRECT.

DATED AT Cuero THIS 26 DAY OF July 19 71

BEFORE SIGNING, SEE THAT ALL QUESTIONS HAVE BEEN ANSWERED AND ALL BLANKS FILLED.

ESS: ____

(SIGNED) X Orville B. Schwartz

AGE 48 YEARS, MARRIED OR SINGLE M. Married

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 19 ____

(NOTARY PUBLIC IN AND FOR ____)

(EAL)

MY COMMISSION EXPIRES ____ 19 ____

STATEMENTS SUBMITTED TO FEDERAL RESERVE BANK MUST EITHER BE SIGNED ORIGINALS OR CERTIFIED COPIES. IF COPIES ARE FURNISHED, FOLLOWING CERTIFICATE MUST BE OFFICIALLY SIGNED BY MEMBER BANK.

WE HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A SIGNED FINANCIAL STATEMENT OF THE ABOVE MENTIONED INDIVIDUAL, FIRM OR CORPORATION NOW ON FILE IN ANK AND THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF THIS STATEMENT REFLECTS THE TRUE CONDITION OF THE BORROWER

(NAME OF MEMBER BANK) First Nat'l Bank

(OFFICIAL SIGNATURE) Robt Curtis — Pres. (TITLE)

[illegible] ACCOUNTANT'S MAY IN THE DISCRETION OF THE DISCOUNT COMMITTEE OF THE FEDERAL RESERVE BANK, BE ACCEPTED

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/14/73

ORVILLE GEORGE SCHWARTING, Box 75, Porcupine, South Dakota, telephone 867-5261, provided the following information:

He owns a guest ranch which is situated on 20 acres of land in Shannon County in Porcupine, South Dakota. RICHARD BERGEN owns the adjoining land to the guest ranch which SCHWARTING leases from him. SCHWARTING has owned this land for approximately five years and has not sold any of the land which the guest ranch is situated on. He initially obtained the land for the guest ranch by trading 150 acres of land which he owned in the Bad Lands located in Washabugh County and the 20 acres at the guest ranch. This trade was between SCHWARTING and RICHARD BERGEN, who lives in Rosebud, South Dakota. The title, deed and transfer records for the trade of this land can be located at the Washabugh County Seat which is located at the Court House in Kodak, Nebraska. The title, deed and transfer records for the land at the guest ranch are located at the Court House in Hot Springs, South Dakota, which is the depository for records of Shannon County. The abstract for the land at the guest ranch can be seen by contacting TOM CONROY, Bureau of Indian Affairs (BIA) Realty Officer, Pine Ridge, South Dakota.

In October, 1972, BOB ECOFFEY, VINCENT BREWER and FIRST NAME UNKNOWN (FNU) WAN contacted SCHWARTING in an attempt to purchase the land at the guest ranch located at Porcupine. SCHWARTING was asking $26,000 for the land by itself and $40,000 for the land and buildings. The land deal between SCHWARTING, ECOFFEY, BREWER and WAN was never consummated as ECOFFEY would not pay the price which SCHWARTING wanted for the land.

RICHARD WILSON was not in any way connected with this attempt to purchase the land at the guest ranch in Porcupine. SCHWARTING owns five portions of land situated around the Wounded Knee area. He also owns pieces of farm land in Bennett and Shannon Counties. This land is financed through the Prudential Life Insurance Company. All SCHWARTING's financial transactions are handled through

Interviewed by 4/12/73 at Gordon, Nebraska File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS MEP/mbw Date dictated 4/13/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

MP 70-6996

ROBERT ISHAM, President, First National Bank, Gordon, Nebraska. SCHWARTING advised that if he can be of further assistance to the FBI he will be more than willing to cooperate.

NW 55293 DocId:32989685 Page 38

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

April 17, 1973
Date of transcription

FRANK R. ECOFFEY, Office of Economic Opportunity (OEO) Planning Commission Director, Pine Ridge Airport, Pine Ridge, South Dakota, provided the following information:

He belongs to an organization called the Porcupine Cattle Association (PCA) in Porcupine, South Dakota.

The PCA approached ORVILLE SCHWARTING during the latter part of 1972 in an attempt to purchase the Porcupine Guest Ranch, which SCHWARTING owns. SCHWARTING was asking too high a price for the ranch, so the PCA discontinued all negotiations for the Guest Ranch. ECOFFEY does not recall the amount of money which SCHWARTING was asking for the ranch.

ECOFFEY has never received a Government grant of any type. To the best of his knowledge, none of the members of the PCA have received any Federal grant money. If the PCA could have negotiated a reasonable price for the purchase of the Guest Ranch, they were going to finance the ranch by each member negotiating private loans to buy the ranch.

VINCENT DAVA, Sioux Falls, South Dakota, was negotiating during 1972 with the Oglala Sioux Tribe, through the Planning Commission, to establish a business on the reservation to make plastic products and this business was to be called "Student Industries." If DAVA could obtain tribal authority, the Planning Commission was willing to assist him in obtaining a $50,000 loan from the Oglala Sioux Tribe Revolving Credit Fund to finance the construction of the plastics factory. This deal never went through as the Executive Board of the Oglala Sioux Tribe rejected the plan.

Interviewed on 4/16/73 at Pine Ridge, South Dakota File # MP 70-6995 - 7

by SA THOMAS W. MATTHEWS
SA MAURICE E. PEARSON MEP:wkb Date dictated 4/16/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 20, 1973

DAVID L. VARMATTE, Reservation Program Office, Pine Ridge Airport, Pine Ridge, South Dakota (telephone number 867-5832 Extension 341), provided the following information:

He is employed by the Bureau of Indian Affairs (BIA) and charged with the responsibilities under the Reservation Program Office to stimulate and encourage economic and business development. Among his duties is to assist Indian people in obtaining Government grants to begin Indian businesses.

DICK WILSON has received only one Government grant through VARMATTE's office. This was in December, 1970, when WILSON received $7250 to begin a plumbing contracting business. He used the proceeds from this grant to purchase a back hoe tractor and truck for the business. WILSON's business was not successful.

VINCENT BREWER and FRANK R. ECOFFEY have never received or applied for a Government grant through VARMATTE's office.

ECOFFEY is currently attempting to obtain a grant from the Office of the Bureau of Indian Affairs, Area Director, Aberdeen, South Dakota, to begin a plastics factory and he intends to enter into partnership with VINCENT DA VE, who owns a restaurant in Sioux Falls, South Dakota. VARMATTE believes that ECOFFEY has been successful in obtaining the authorization from the BIA area director to receive the grant to begin the plastics factory, but it is not known for sure whether ECOFFEY has actually withdrawn any of the funds which have been set aside by the Area Director.

Interviewed on 4/18/73 at Pine Ridge, South Dakota File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS - SMS Date dictated 4/19/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 40

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 20, 1973

VINCENT B. BREWER, Pine Ridge, South Dakota, was contacted at his residence and advised of the identities of the interviewing Agents by display of their FBI credentials. BREWER was advised that the FBI wished to question him concerning a Crime on an Indian Reservation - Misappropriation, Misapplication, and Fraud.

BREWER immediately advised Bureau Agents that he had no statements whatsoever to make to the FBI and refused to answer any questions.

Interviewed on 4/18/73 at Pine Ridge, South Dakota File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS - SMS Date dictated 4/19/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 41

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 20, 1973

THOMAS CONROY, Bureau of Indian Affairs (BIA) Realty Office, Pine Ridge, South Dakota, provided the Abstract of Title Number 2795 which is located in the BIA Realty Office for review.

The following information was obtained from the aforementioned Abstract:

The land which ORVILLE SCHWARTING owns as reflected in the Abstract is described as follows:

Township 38 north, range 42 west, sixth prime meridian, Shannon County, South Dakota, Section 19, East/2, Lot 2.

The Abstract reflects that RICHARD BERGEN Quit Claim Deed to ORVILLE and LAVON SCHWARTING on March 23, 1967. Deed filed on March 24, 1967, and recorded in Book 8 of Deeds, Page 158, at Shannon County Courthouse, Hot Springs, South Dakota. Consideration for this deed was $1 and other valuable consideration (OVC) exchange of real property. Duly acknowledged.

On November 30, 1970, LAVON R. SCHWARTING conveyed Quit Claim Deed to ORVILLE SCHWARTING for land heretofore described. Deed filed December 16, 1970, and recorded in Book 8 of Deeds, Page 463. Consideration was $1, OVC. Duly acknowledged.

Interviewed on 4/17/73 at Pine Ridge, South Dakota File # MP 70-6995

by SA MAURICE E. PEARSON - SMS Date dictated 4/17/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

The following investigation was conducted by SA REEL ADAM BOYD on May 7, 1973:

At Sioux Falls, South Dakota

JANET ROONEY, Sioux Falls Credit Bureau, advised that VINCENT J. DAVA is president of the "Vin Mar Industries". The Vin Mar Industries is a restaurant located in the downtown section of Sioux Falls. It is known as Di Ve's Italian Food and Lounge Restaurant.

VINCENT J. DAVA is known to be uncooperative with law enforcement officers and he is not the type of person to voluntarily furnish information to the FBI.

NW 55293 DocId:32989685 Page 43

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 6/2/73

GLADYS HALLETT, Registrar of Deeds, Fall River County, including Shannon County, Hot Springs, South Dakota, made available a photostatic copy of page 158, a deed, from Book 8 of Deeds.

This deed is record of a sale of real estate described as "The east one-half (E½) of Lot 3, Section 19, Township 38 North, Range 42 west of the Sixth Principal Meridian, comprising 20.00 acres, more or less", and was sold on March 23, 1967 to ORVILLE G. SCHWARTING and LAVON SCHWARTING by RICHARD BERGEN and JUDITH I. HAUFF nee Bergen.

Interviewed on 5/30/73 at Hot Springs, South Dakota File # MP 70-6995 -14

by SA C. GILL JARMAN/CGJ/bab Date dictated 6/1/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 44

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

1

Date of Transcription 6/22/73

LUCILLE BLACK ELK, Bureau of Indian Affairs (BIA) Realty Office, Pine Ridge, South Dakota, provided the following information:

The correct description of the property owned by ORVILLE SCHWARTING, which is known as the Porcupine Guest Ranch, is as follows:

Township 38 north, range 42 west,
6th prime meridian, Shannon County,
South Dakota, section 19, east/2,
lot 3

BLACK ELK advised that lot 2 was inadvertently typed on the face of the abstract and the correct description is in the details of the abstract.

Interviewed on 6/15/73 at Pine Ridge, South Dakota File # MP 70-6995

by SA DEAN HOWARD HUGHES/mbw Date dictated 6/18/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	6/20/73	3/31 - 6/15/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
VINCENT BREWER; FRANK R. ECOFFEY; RICHARD WILSON	SA MAURICE E. PEARSON	mbw

CHARACTER OF CASE

CIR - FRAUD (MISAPPLICATION OF FUNDS)

- C -

ADMINISTRATIVE

Investigative period in this report is lengthy due to the extenuating circumstances surrounding the Wounded Knee Special

70-59265

-A*-

COVER PAGE

ACCOMPLISHMENTS CLAIMED ☒ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

70-59265

MCT-31

COPIES MADE:

2 - Bureau

1 - USA, Sioux Falls

1 - Minneapolis (70-6995)

4 JUN 25 1973

REC-29

ST 113

Dissemination Record of Attached Report				
Agency	1-Interior	1-RAC (Crim)	AH: Tyson	
Request Recd.				
Date Fwd.	7-6-73			
How Fwd.	0-6,0-1911			
By	[illegible]			

Notations

DATA PROC

20 JUL 13 1973

COVER PAGE

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: SA MAURICE E. PEARSON
Date: June 20, 1973

Office: MINNEAPOLIS

Field Office File #: 70-6995

Bureau File #:

Title:
VINCENT BREWER;
FRANK R. ECOFFEY;
RICHARD WILSON

Character: CRIME ON INDIAN RESERVATION - FRAUD (MISAPPLICATION OF FUNDS)

Synopsis:
Investigation disclosed that subjects did not misappropriate Federal grant money for their own use to purchase the Big Foot Guest Ranch at Porcupine, South Dakota. Investigation discontinued.

- C -

DETAILS:

This investigation was predicated on March 31, 1973, upon an allegation by PEDRO BISSONETTE, American Indian Movement (AIM) leader inside the occupied village of Wounded Knee, that approximately $50,000 of Federal grant money had been appropriated by the Bureau of Indian Affairs (BIA) for the construction of a plastics factory on the Pine Ridge Reservation and that VINCENT BREWER, FRANK ECOFFEY and RICHARD WILSON, Oglala Sioux Tribe (OST) Chairman, used this grant money to purchase the Big Foot Guest Ranch at Porcupine, South Dakota.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/14/73

J. S. DEAN, U. S. Postmaster, Porcupine, South Dakota, provided the following information:

ORVILLE SCHWARTING is a cattle rancher and farmer. He has been living on the Porcupine guest ranch for approximately five years. He leases some of the land around the guest ranch from RICHARD BERGEN in Rosebud, South Dakota.

The First National Bank of Gordon, Nebraska has all the details concerning the financing and ownership of the guest ranch.

Interviewed on 4/12/73 at Porcupine, South Dakota File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS MEP/mbw Date dictated 4/12/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. it and its contents are not to be distributed outside your agency

Pages 3 thru 7 deleted to protect source

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

4/14/73

Date of transcription

ORVILLE GEORGE SCHWARTING, Box 75, Porcupine, South Dakota, telephone 867-5261, provided the following information:

He owns a guest ranch which is situated on 20 acres of land in Shannon County in Porcupine, South Dakota. RICHARD BERGEN owns the adjoining land to the guest ranch which SCHWARTING leases from him. SCHWARTING has owned this land for approximately five years and has not sold any of the land which the guest ranch is situated on. He initially obtained the land for the guest ranch by trading 150 acres of land which he owned in the Bad Lands located in Washabugh County and the 20 acres at the guest ranch. This trade was between SCHWARTING and RICHARD BERGEN, who lives in Rosebud, South Dakota. The title, deed and transfer records for the trade of this land can be located at the Washabugh County Seat which is located at the Court House in Kodak, Nebraska. The title, deed and transfer records for the land at the guest ranch are located at the Court House in Hot Springs, South Dakota, which is the depository for records of Shannon County. The abstract for the land at the guest ranch can be seen by contacting TOM CONROY, Bureau of Indian Affairs (BIA) Realty Officer, Pine Ridge, South Dakota.

In October, 1972, BOB ECOFFEY, VINCENT BREWER and FIRST NAME UNKNOWN (FNU) WAN contacted SCHWARTING in an attempt to purchase the land at the guest ranch located at Porcupine. SCHWARTING was asking $26,000 for the land by itself and $40,000 for the land and buildings. The land deal between SCHWARTING, ECOFFEY, BREWER and WAN was never consummated as ECOFFEY would not pay the price which SCHWARTING wanted for the land.

RICHARD WILSON was not in any way connected with this attempt to purchase the land at the guest ranch in Porcupine. SCHWARTING owns five portions of land situated around the Wounded Knee area. He also owns pieces of farm land in Bennett and Shannon Counties. This land is financed through the Prudential Life Insurance Company. All SCHWARTING's financial transactions are handled through

Interviewed by 4/12/73 at Gordon, Nebraska File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS MEP/mbw Date dictated 4/13/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

MP 70-6996

ROBERT ISHAM, President, First National Bank, Gordon, Nebraska. SCHWARTING advised that if he can be of further assistance to the FBI he will be more than willing to cooperate.

NW 55293 DocId:32989685 Page 51

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

April 17, 1973
Date of transcription

FRANK R. ECOFFEY, Office of Economic Opportunity (OEO) Planning Commission Director, Pine Ridge Airport, Pine Ridge, South Dakota, provided the following information:

He belongs to an organization called the Porcupine Cattle Association (PCA) in Porcupine, South Dakota.

The PCA approached ORVILLE SCHWARTING during the latter part of 1972 in an attempt to purchase the Porcupine Guest Ranch, which SCHWARTING owns. SCHWARTING was asking too high a price for the ranch, so the PCA discontinued all negotiations for the Guest Ranch. ECOFFEY does not recall the amount of money which SCHWARTING was asking for the ranch.

ECOFFEY has never received a Government grant of any type. To the best of his knowledge, none of the members of the PCA have received any Federal grant money. If the PCA could have negotiated a reasonable price for the purchase of the Guest Ranch, they were going to finance the ranch by each member negotiating private loans to buy the ranch.

VINCENT DAVA, Sioux Falls, South Dakota, was negotiating during 1972 with the Oglala Sioux Tribe, through the Planning Commission, to establish a business on the reservation to make plastic products and this business was to be called "Student Industries." If DAVA could obtain tribal authority, the Planning Commission was willing to assist him in obtaining a $50,000 loan from the Oglala Sioux Tribe Revolving Credit Fund to finance the construction of the plastics factory. This deal never went through as the Executive Board of the Oglala Sioux Tribe rejected the plan.

Interviewed on 4/16/73 at Pine Ridge, South Dakota File # MP 70-6995 - 7

by SA THOMAS W. MATTHEWS
SA MAURICE E. PEARSON MEP:wkb Date dictated 4/16/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 20, 1973

DAVID L. VARMATTE, Reservation Program Office, Pine Ridge Airport, Pine Ridge, South Dakota (telephone number 867-5832 Extension 341), provided the following information:

He is employed by the Bureau of Indian Affairs (BIA) and charged with the responsibilities under the Reservation Program Office to stimulate and encourage economic and business development. Among his duties is to assist Indian people in obtaining Government grants to begin Indian businesses.

DICK WILSON has received only one Government grant through VARMATTE's office. This was in December, 1970, when WILSON received $7250 to begin a plumbing contracting business. He used the proceeds from this grant to purchase a back hoe tractor and truck for the business. WILSON's business was not successful.

VINCENT BREWER and FRANK R. ECOFFEY have never received or applied for a Government grant through VARMATTE's office.

ECOFFEY is currently attempting to obtain a grant from the Office of the Bureau of Indian Affairs, Area Director, Aberdeen, South Dakota, to begin a plastics factory and he intends to enter into partnership with VINCENT DA VE, who owns a restaurant in Sioux Falls, South Dakota. VARMATTE believes that ECOFFEY has been successful in obtaining the authorization from the BIA area director to receive the grant to begin the plastics factory, but it is not known for sure whether ECOFFEY has actually withdrawn any of the funds which have been set aside by the Area Director.

Interviewed on 4/18/73 at Pine Ridge, South Dakota File # MP 70-6995

by SAS MAURICE E. PEARSON and THOMAS W. MATTHEWS - SMS Date dictated 4/19/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 53

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 20, 1973

VINCENT B. BREWER, Pine Ridge, South Dakota, was contacted at his residence and advised of the identities of the interviewing Agents by display of their FBI credentials. BREWER was advised that the FBI wished to question him concerning a Crime on an Indian Reservation - Misappropriation, Misapplication, and Fraud.

BREWER immediately advised Bureau Agents that he had no statements whatsoever to make to the FBI and refused to answer any questions.

Interviewed on 4/18/73 at Pine Ridge, South Dakota File # MP 70-6995

by SAs MAURICE E. PEARSON and THOMAS W. MATTHEWS - SMS Date dictated 4/19/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 54

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 20, 1973

THOMAS CONROY, Bureau of Indian Affairs (BIA) Realty Office, Pine Ridge, South Dakota, provided the Abstract of Title Number 2795 which is located in the BIA Realty Office for review.

The following information was obtained from the aforementioned Abstract:

The land which ORVILLE SCHWARTING owns as reflected in the Abstract is described as follows:

Township 38 north, range 42 west, sixth prime meridian, Shannon County, South Dakota, Section 19, East/2, Lot 2.

The Abstract reflects that RICHARD BERGEN Quit Claim Deed to ORVILLE and LAVON SCHWARTING on March 23, 1967. Deed filed on March 24, 1967, and recorded in Book 8 of Deeds, Page 158, at Shannon County Courthouse, Hot Springs, South Dakota. Consideration for this deed was $1 and other valuable consideration (OVC) exchange of real property. Duly acknowledged.

On November 30, 1970, LAVON R. SCHWARTING conveyed Quit Claim Deed to ORVILLE SCHWARTING for land heretofore described. Deed filed December 16, 1970, and recorded in Book 8 of Deeds, Page 468. Consideration was $1, OVC. Duly acknowledged.

Interviewed on 4/17/73 at Pine Ridge, South Dakota File # MP 70-6995

by SA MAURICE E. PEARSON - SMS Date dictated 4/17/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

The following investigation was conducted by SA REEL ADAM BOYD on May 7, 1973:

At Sioux Falls, South Dakota

JANET ROONEY, Sioux Falls Credit Bureau, advised that VINCENT J. DAVA is president of the "Vin Mar Industries". The Vin Mar Industries is a restaurant located in the downtown section of Sioux Falls. It is known as Di Ve's Italian Food and Lounge Restaurant.

VINCENT J. DAVA is known to be uncooperative with law enforcement officers and he is not the type of person to voluntarily furnish information to the FBI.

NW 55293 DocId:32989685 Page 56

FD-302 (Rev. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 6/2/73

GLADYS HALLETT, Registrar of Deeds, Fall River County, including Shannon County, Hot Springs, South Dakota, made available a photostatic copy of page 158, a deed, from Book 8 of Deeds.

This deed is record of a sale of real estate described as "The east one-half (E½) of Lot 3, Section 19, Township 38 North, Range 42 west of the Sixth Principal Meridian, comprising 20.00 acres, more or less", and was sold on March 23, 1967 to ORVILLE G. SCHWARTING and LAVON SCHWARTING by RICHARD BERGEN and JUDITH I. HAUFF nee Bergen.

Interviewed on 5/30/73 at Hot Springs, South Dakota File # MP 70-6995

by SA C. GILL JARMAN/CGJ/bab Date dictated 6/1/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 57

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 6/22/73

LUCILLE BLACK ELK, Bureau of Indian Affairs (BIA) Realty Office, Pine Ridge, South Dakota, provided the following information:

The correct description of the property owned by ORVILLE SCHWARTING, which is known as the Porcupine Guest Ranch, is as follows:

Township 38 north, range 42 west,
6th prime meridian, Shannon County,
South Dakota, section 19, east/2,
lot 3

BLACK ELK advised that lot 2 was inadvertently typed on the face of the abstract and the correct description is in the details of the abstract.

Interviewed on 6/15/73 at Pine Ridge, South Dakota File # MP 70-6995

by SA DEAN HOWARD HUGHES/mbw Date dictated 6/18/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	9/6/74	8/2/74 - 8/28/74

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON, SR., TRIBAL PRESIDENT, OGLALA SIOUX INDIAN TRIBE, PINE RIDGE, SOUTH DAKOTA; JAMES WILSON, DIRECTOR, TRIBAL PLANNING CENTER, OGLALA SIOUX INDIAN TRIBE, PINE RIDGE, SOUTH DAKOTA; RICHARD WILSON, JR., OWNER, LAKOTA SAND AND GRAVEL COMPANY, PINE RIDGE, SOUTH DAKOTA	SA RONALD E. BRUGGER	bz
	CHARACTER OF CASE	
	CIR - EMBEZZLEMENT OF TRIBAL FUNDS; FAG	

REFERENCES:

Minneapolis airtel to Denver, 9/3/74.
Minneapolis letter to Bureau, 9/3/74.

- P -

ACCOMPLISHMENTS CLAIMED					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED: SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

REC-63

22 SEP 16 1974

COPIES MADE:
2 - Bureau
1 - USA, Sioux Falls, South Dakota
2 - Denver
2 - Minneapolis (70-9027)

Dissemination Record of Attached Report

Agency	1-Internal Dept Att: Admin
Request Recd.	
Date Fwd.	9-26-74
How Fwd.	
By	

Notations

DATA PROC

NW 55293 DocId: 32989687 Page 59

MP 70-9027

ADMINISTRATIVE:

A review of Minneapolis Files disclosed no identifiable reference to BRYAN BREWER, BRIAN BREWER or Lakota Sand and Gravel Company; reference is made to VINCENT BREWER, BILL CUNY, TOBY EAGLE BULL, JERRY GLAZE, Hills Material Company, JOHNSON HOLY ROCK, GERALD ONE FEATHER, TIM SHANGREAUX, JAMES WILSON and RICHARD WILSON.

Source

[redacted] disclosed STANFORD ADELSTEIN was the president and major stockholder in Hills Material Company, Rapid City, South Dakota, and was "behind" Lakota Enterprises, a corporation connected with Indians and highway construction, thus explaining the reluctance of MERLE JOHNSON, Hills Material Company, Hot Springs, South Dakota, to talk with the FBI (pages 10 and 11).

Source

[redacted] disclosed VINCENT BREWER, complainant in this case, was the subject of a CIR-Embezzlement case (1973), the allegations of which were found to be unsupported and which was declined by an AUSA, District of South Dakota, in 1973.

For the information of the Bureau, this matter was opened as a CIR-Embezzlement. Subsequently, the character FAG was added to the title in view of additional allegations received. Therefore, in initial interviews, signed, sworn statements were not obtained. In the near future when additional details are obtained and previous to interviews of the subjects, the USA, District of South Dakota, will be contacted and his prosecutive opinion sought.

LEADS:

DENVER DIVISION

AT DENVER, COLORADO

1 - Will, through the Bureau of Indian Affairs (BIA) Disbursements Center, attempt to locate Pine Ridge Indian Reservation payments to Lakota Sand and Gravel Company for the period June, July and August, 1974, and review the supporting documents in an attempt to determine whether the supporting documents are the same bills (Delivery Tickets) as paid by the Indian Action Team (IAT),

NW 55293 DocId:32989685 Page 60

Pine Ridge, South Dakota (See list of delivery ticket numbers on pages 4, 5 and 6).

2 - Will also attempt to determine whether BIA disbursed $10,000 to Lakota in May or June, 1974, for the leveling of two industrial lots at Pine Ridge, South Dakota (See page 6).

MINNEAPOLIS DIVISION

AT HOT SPRINGS, SOUTH DAKOTA

1 - Will, through MERLE JOHNSON, Hills Material Company, attempt to determine whether a book of Hills Material Company Delivery Tickets was stolen from the Company and if so, will obtain the delivery ticket numbers.

2 - Will, through VINCENT BREWER, Tribal Councilman, attempt to locate a copy of the Oglala Sioux Tribal resolution which specifies tribal businesses must purchase materials from other tribal businesses.

C*
(COVER PAGE)

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - UNITED STATES ATTORNEY, SIOUX FALLS, SOUTH DAKOTA

Report of: SA RONALD E. BRUGGER
Office: MINNEAPOLIS
Date: September 6, 1974

Field Office File #: MP 70-9027
Bureau File #:

Title: RICHARD WILSON, SR.,
TRIBAL PRESIDENT,
OGLALA SIOUX INDIAN TRIBE,
PINE RIDGE, SOUTH DAKOTA;
JAMES WILSON,
~~Character~~ DIRECTOR, TRIBAL PLANNING CENTER,
OGLALA SIOUX INDIAN TRIBE,
PINE RIDGE, SOUTH DAKOTA;
~~Synopsis~~ RICHARD WILSON, JR.,
OWNER, LAKOTA SAND AND GRAVEL COMPANY
PINE RIDGE, SOUTH DAKOTA

Character: CRIME ON AN INDIAN RESERVATION - EMBEZZLEMENT OF TRIBAL FUNDS; FRAUD AGAINST THE GOVERNMENT

Synopsis: A former employee of the Indian Action Team (IAT), a vocational training program located on the Pine Ridge Indian Reservation, South Dakota, alleged a company he believed was controlled by RICHARD WILSON, SR., Oglala Sioux Tribal President, was charging both IAT and BIA for the same gravel and using government vehicles to haul the gravel. He also alleged the company was illegally paid $10,000 for leveling two industrial lots in Pine Ridge, South Dakota, and WILSON was paid a kickback of $65,000 for a street repair contract. An Oglala Sioux Tribal Councilman also alleged WILSON intercepted $650,000 destined for a street improvement program and deposited the money in a Gordon, Nebraska, bank. Investigation regarding the alleged gravel fraud continuing. Investigation disclosed the company used at least one government trailer without proper authorization and with WILSON's knowledge. Investigation failed to support the allegations regarding the payments of $10,000, $65,000 and $650,000.

- P -

DETAILS:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

Investigation in this matter was predicated upon information received July 25, 1974, from VINCENT BREWER, Tribal Councilman, Oglala Sioux Indian Tribe, Pine Ridge, South Dakota, who advised his son, BRYAN BREWER, possessed knowledge regarding RICHARD WILSON, SR., Tribal President, Oglala Sioux Indian Tribe, and possible embezzlement of tribal funds. BREWER advised his son possessed documents to support an allegation WILSON was involved in a fraud involving purchase of gravel. BREWER added he was recently told the U. S. Government receltly funded $650,000 for street improvements for Pine Ridge, South Dakota, but the money was intercepted by RICHARD WILSON and JAMES WILSON and deposited in a Gordon, Nebraska, bank.

NW 55293 DocId:32989685 Page 63

FEDERAL BUREAU OF INVESTIGATION

9/4/74

Date of transcription

BRYAN BREWER, Teachers Corp. Intern, telephone number 867-5191, was interviewed at the Oglala Community School, at which time he provided the following information:

He resides in a white trailer home on the left hand side of route 18 approximately four miles east of Pine Ridge, South Dakota. His date of birth is February 4, 1947.

He held the position of Program Director, Indian Action Team (IAT) from August 1, 1973, until he resigned on July 12, 1974.

Last year he realized approximately $110,000.00 of IAT funds was budgeted but probably would not be used. In January, 1974, he conferred with the Bureau of Indian Affairs (BIA) Technical Assistance Center in Denver, Colorado, regarding his desire to establish a Cement Batch Plant run by the tribe. BIA approved the project based upon a subsequent approval by the Oglala Sioux Tribal Council. In the same month the Tribal Council approved the project and passed a resolution to that effect.

In approximately February, 1974, he mentioned to DICK WILSON, Oglala Sioux Tribal President, he had sent JOE BLUE HORSE to Denver, Colorado, to purchase a truck for the Cement Batch Plant. WILSON "ordered" him to recall BLUE HORSE and not to purchase a truck as he (WILSON) was buying a truck and the Cement Batch Plant was to buy all gravel from him (WILSON). The gravel, he noted, was a crushed limestone.

He hired IKE BETTELYOUN to operate the Batch Plant. WILSON's men, under the name Lakota Sand and Gravel Company (Lakota), owned by RICHARD (MANNIE) WILSON, JR., DICK WILSON's son, began to haul the gravel. He noted

Interviewed on 8/26/74	at Pine Ridge, South Dakota	File # MP 70-9027
by SA RONALD E. BRUGGER/REB/pms		Date dictated 8/30/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 64

WILSON, previous to this, had the Oglala Sioux Tribal Council pass a resolution stating all tribal businesses must purchase materials from other tribal businesses, if available.

However, he personally observed on many occasions Lakota using a Government trailer and a Government truck to haul the gravel. He knew they were Government vehicles as the vehicles had Government license plates. He also knew the delivery was to the Batch Plant, not a BIA project inasmuch as the vehicles were observed by him delivering gravel to the Batch Plant gravel pit. STANLEY WALKER, Superintendent, BIA Roads Department, authorized IAT to utilized Government vehicles not in use; he was not sure if Lakota was authorized to use the vehicles.

He kept copies of 69 delivery tickets which were submitted to him by DICK WILSON, JR., or DICK WILSON, SR., while he was with IAT. The delivery tickets represent gravel obtained from Hills Material Company, Hot Springs, South Dakota, by Lakota and all were dated June, 1974. IAT paid these and subsequent bills. The total amount for the 69 deliveries was approximately $3,450.00. The invoice numbers of the 69 delivery tickets were as follows:

868
875
1049
1059
1067
illegible
1078
1088
1116
1117
1118
1119
1135
1139

NW 55293 DocId:32989685 Page 65

MP 70-9027
3

1157
1180
1184
1189
1198
1207
1226
1230
1233
1237
1 1238
1239
1248
1249
1283
1300
1307
1315
18772
19033
19048
19051
19061
19067
19149
19172
19190
19216
19261
19282
19302
19311
19316
19350
19354
19366
19377
19388
19391
19392 5
19403
19404
19416

19419
19428
19438
19445
19453
19457
19476
19488
19501
19512
19527
19565

The payment to Hills Material Company was for the cost of gravel. Lakota also charged IAT for the gravel, $2.00 a ton, and for delivery, $5.00 a ton, on the instructions of DICK WILSON, SR.

These bills were presented to FLOYD (BILL)PULLIUM who paid them with an IAT check. The checks were payable to Hills Material Company and Lakota.

In early July, 1974, he was talking to LEWIS PRYOR, Plant Manager, BIA, Pine Ridge, South Dakota, who told him BIA was also paying Lakota for gravel. He surmised the payment by BIA was for the same gravel IAT paid for as there were no other projects he knew of at that time requiring gravel.

He heard in July, 1974, source not recalled, BILL CUNY paid DICK WILSON or Lakota $10,000.00 for leveling two industrial lots for the Cement Batch Plant when neither WILSON nor Lakota actually did the work. The leveling was completed in May, 1974, by IAT.

NW 55293 DocId:32989685 Page 67

He also heard from JACK WATERS, date not recalled, that JIM WILSON told DICK WILSON "we" received $65,000.00 for th street improvement contract. WATERS was then a heavy equipment operator for IAT.

He knew nothing of DICK WILSON using Tribal funds for his personal use through deposits in a bank in Gordon, Nebraska.

NW 55293 DocId:32989685 Page 68

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 5, 1974

FLOYD E. TAYLOR, Representative, Economic Development Administration (EDA), Department of Commerce, Pierre, South Dakota, was telephonically contacted at (605) 224-1238, at which time he provided the following information:

The EDA recently approved a grant of $610,000 to the Oglala Sioux Indian Tribe for street improvements at Pine Ridge, South Dakota. The improvements consist of curb and gutter construction as well as the paving of streets. However, to date no disbursements have been made by EDA. Disbursements will be made upon the receiving of final specifications and plans.

The firm which was awarded the contract as prime contractor was Dakota Contracting, Incorporated, Sioux Falls, South Dakota. Dakota Contracting, Inc., submitted the lowest bid and was approved based upon experience, capability and know-how; a performance bond was also required.

EDA is not aware of the sub-contractors employed by Dakota Contracting, Inc., but Dakota Contracting, Inc., would award sub-contracts to the lowest bidders inasmuch as Dakota Contracting, Inc., is a private concern with a profit motive in mind. Dakota Contracting Inc., must absorb any excessive costs including those from sub-contractors.

The Tribe was the applicant for the paving project. When the project is completed the Tribe will be the sole owner, operator and maintainer of the completed construction. The funds when disbursed will not be made directly to the Tribe but will be submitted to a bank in increments based upon the submission of vouchers and receipts of work. The monies when disbursed will be deposited into a "special account", the title of which will spell out the road construction project in Pine Ridge, South Dakota. No disbursements will bemade to an account in the name of the Tribe or in the name of an individual. Disbursements are purposely made to "special accounts" as it is EDA policy not to mix those funds with their Tribal funds.

Interviewed on 8/2/74 at Pierre, South Dakota File # MP 70-9027

8

by SA RONALD E. BRUGGER/mjs Date dictated 8/2/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

The Tribe initiated the soliciting of bids through the professional engineers Dana, Larson and Roubal and Associates, Pierre, South Dakota.

Although no EDA disbursements have been made to date he believed interim financing was obtained by the Tribe through a Gordon, Nebraska, bank. Interim financing is normally obtained to begin the project following the approval of the initial grant.

The interim financing account, if it does exist, would also be a "special account", and would not exceed 25% of the grant. These monies would be disbursed by the bank on the basis of receipts and vouchers and would be audited by EDA at the end of the project. Interest expense charged by the bank would be paid by EDA.

NW 55293 DocId:32989685 Page 70

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

CLINT KAUFMAN, Dispatcher, Hills Material Company, Hot Springs, South Dakota, was telephonically contacted at 605-745-5206, at which time he provided the following information:

DICK WILSON, Oglala Sioux Tribal President, recently came to the Hills Material Company and submitted many Hills Material Company Delivery Tickets which WILSON said were paid in error by the Tribe's Indian Action Team (IAT). WILSON told Hills Material Company officials, Lakota Sand and Gravel Company should have paid for the gravel as represented by the Delivery Tickets, not IAT and WILSON then paid the amount in question.

He would estimate this incident happened within the past one month.

He knew nothing of Hills Material Company employee, MERLE JOHNSON's comment that a book of Delivery Tickets were stolen from Hills Material Company. JOHNSON was not at the office; he advised he will alert JOHNSON to expect a telephone call at 7:15 AM (MDT), 8:15 AM (CDT).

Interviewed on 8/28/74 at Sioux Falls, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 10 Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are, not to be distributed outside your agency.

On August 28, 1974, attempts were made to telephonically contact MERLE JOHNSON, Hills Material Company, Hot Springs, South Dakota, telephone number 605-745-5206, from 7:15 a.m. (MDT) until 8:00 a.m. (MDT) and at various times during the day. The line was busy on all occasions.

NW 55293 DocId:32989685 Page 72

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/3/74

Mrs. AGNES TYON, Management Technician, Plant Management, was interviewed at her office located at the Bureau of Indian Affairs (BIA) Building, at which time she provided the following information:

Checks for payments of goods and services used by Plant Management are not issued from Plant Management. Rather the approval is made by the Plant Manager for payment and the bill is forwarded to Bureau of Indian Affairs (BIA), Aberdeen, South Dakota, who in turn forwards the paper to BIA, Albuquerque, New Mexico, and ultimately, BIA, Denver, Colorado. Denver actually issues the check.

The Plant Management Impressed Fund is normally used for paying bills under $100. However, all payments for gravel, under and over $100 are made through the Denver Office.

Interviewed on 8/26/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER:11 12 Date dictated 8/30/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

JOE HORN CLOUD, Property and Supply Officer, Bureau of Indian Affairs (BIA), provided the following information:

Government property, including vehicles and trailers, being used by personnel other than BIA must have the approval of the Superintendent of BIA.

He has received no such approval by the Superintendent regarding Lakota Sand and Gravel Company's use of Government vehicles.

Interviewed on 8/27/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E BRUGGER/jmf 13 Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

ALBERT W. TRIMBLE, Superintendent, Bureau of Indian Affairs (BIA), Pine Ridge Indian Reservation, was interviewed in his office in the BIA Building at which time he provided the following information:

He was recently told Lakota Sand & Gravel Company, which is operated by DICK WILSON, Jr., son of the Tribal President, was using a Government trailer to haul gravel. He immediately conferred with STANLEY WALKER, Superintendent of the Roads Department, BIA, who admitted loaning the trailer to DICK WILSON, Tribal President, for usage for what he (WALKER) thought was a Tribal matter. WALKER loaned the trailer without his authority or knowledge.

He informally mentioned the incident to Tribal President WILSON one evening and WILSON acknowledged knowing the trailer was being used but WILSON changed the subject and it was not too clear in his (TRIMBLE's) mind how WILSON was involved.

Interviewed on 8/27/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 14 Date dictated 8/30/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 197

WILLIAM CUNY, Director, Economic Development Administration (EDA), Oglala Sioux Tribe, was interviewed at the Sacred Heart Catholic Church, at which time he provided the following information:

He is a member of EDA and was formerly a member of the Board of Directors of the Pine Ridge Reservation Development Company. As a member of the latter, he was in charge of drawing up plans for the Reservation's Cement Batch Plant located in Pine Ridge, South Dakota.

He recalled two industrial lots being leveled off in approximately May, 1974, for the Cement Batch Plant. However, he did not pay, approve or even hear mention of anyone paying RICHARD WILSON or Lakota Sand & Gravel Company $10,000 or any other amount for leveling the lots. He added he knew of no payment to WILSON or any member of WILSON's family for directing Tribal projects to specific contractors.

Interviewed on 8/26/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 15 Date dictated 8/28/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

DEAN NESHIEM, Secretary-Treasurer, Dakota Contracting Corporation, was interviewed at his office at 3101 West 41st Street, at which time he provided the following information:

Dakota Contracting Corporation (Dakota) recently was low bidder for a street improvement project at Pine Ridge, South Dakota. The program was funded by the Economic Development Administration of the United States Government. The adjusted contract price as of August 28, 1974, was $501,863,53.00. The profit margin will be approximately ten per cent.

Dakota has been working on the street project for two months although no payment has yet been received. Many subcontractors have been employed although Lakota Sand & Gravel Company is not one. Dakota obtains its Ready mix from the Tribes Indian Action Team Batch Cement Plant and for a cost identical to other area commercial costs.

GLEN JAMTGAARD is the President of Dakota. Dakota has no Vice President. Neither DICK WILSON, Oglala Sioux Tribal President, nor the WILSON family have had any connections with Dakota. No payment of any type had been made to any of the WILSONs for obtaining the street improvement project.

Interviewed on 8/28/74 at Sioux Falls, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 16 Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 19

FRANK TOLSTEDT, Executive Vice President, Gordon State Bank, provided the following information:

He reviewed bank records but was unable to locate an account for RICHARD WILSON, JAMES WILSON or Lakota Sand & Gravel Company. He advised he knew WILSON but was not aware of WILSON's depositing large amounts of money at his bank or any other bank in the area in recent months. By depositing he was referring to deposits in savings accounts, checking accounts and Certificates of Deposit. None of the above rent a safe deposit box.

The First National Bank, Gordon, Nebraska, is the only other bank in the immediate Gordon area.

Interviewed on 8/27/74 at Gordon, Nebraska File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 17 Date dictated 8/28/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

BOB CONNEALY, Executive Vice President, First National Bank, provided the following information:

He is the officer who services Oglala Sioux Tribe accounts and the personal accounts of RICHARD WILSON, Tribal President.

He was aware of a Tribal street improvement grant in excess of $600,000 which was recently approved by the United States Government. However, the grant has not yet been received nor has the Tribe obtained a loan based upon the grant.

He knew of no recent deposits by RICHARD WILSON, JAMES WILSON or Lakota Sand & Gravel Company. By deposits he includes deposits into savings accounts, checking accounts and Certificates of Deposit. None of the above rent a safe deposit box.

Interviewed on 8/27/74 at Gordon, Nebraska File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 18* Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Note
deletions

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	9/6/74	8/2/74 - 8/28/74

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON, SR., TRIBAL PRESIDENT, OGLALA SIOUX INDIAN TRIBE, PINE RIDGE, SOUTH DAKOTA; JAMES WILSON, DIRECTOR, TRIBAL PLANNING CENTER, OGLALA SIOUX INDIAN TRIBE, PINE RIDGE, SOUTH DAKOTA; RICHARD WILSON, JR., OWNER, LAKOTA SAND AND GRAVEL COMPANY, PINE RIDGE, SOUTH DAKOTA	SA RONALD E. BRUGGER	bz
	CHARACTER OF CASE	
	CIR - EMBEZZLEMENT OF TRIBAL FUNDS; FAG	

REFERENCES:

Minneapolis airtel to Denver, 9/3/74.
Minneapolis letter to Bureau, 9/3/74.

- P -

ACCOMPLISHMENTS CLAIMED ☒ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED: SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:
2 - Bureau
1 - USA, Sioux Falls, South Dakota
2 - Denver
2 - Minneapolis (70-9027)

REC-63

22 SEP 16 1974

SIX

DATA PROC

Dissemination Record of Attached Report			
Agency	1-Criminal Div. 1-Dep Att. Atty Gen		
Request Recd.			
Date Fwd.	9-26-74		
How Fwd.			
By			

Notations

ADMINISTRATIVE:

A review of Minneapolis Files disclosed no identifiable reference to BRYAN BREWER, BRIAN BREWER or Lakota Sand and Gravel Company; reference is made to VINCENT BREWER, BILL CUNY, TOBY EAGLE BULL, JERRY GLAZE, Hills Material Company, JOHNSON HOLY ROCK, GERALD ONE FEATHER, TIM SHANGREAUX, JAMES WILSON and RICHARD WILSON.

MP 137-4015-4 disclosed STANFORD ADELSTEIN was the president and major stockholder in Hills Material Company, Rapid City, South Dakota, and was "behind" Lakota Enterprises, a corporation connected with Indians and highway construction, thus explaining the reluctance of MERLE JOHNSON, Hills Material Company, Hot Springs, South Dakota, to talk with the FBI (pages 10 and 11). MP 70-6995 disclosed VINCENT BREWER, complainant in this case, was the subject of a CIR-Embezzlement case (1973), the allegations of which were found to be unsupported and which was declined by an AUSA, District of South Dakota, in 1973.

For the information of the Bureau, this matter was opened as a CIR-Embezzlement. Subsequently, the character FAG was added to the title in view of additional allegations received. Therefore, in initial interviews, signed, sworn statements were not obtained. In the near future when additional details are obtained and previous to interviews of the subjects, the USA, District of South Dakota, will be contacted and his prosecutive opinion sought.

LEADS:

DENVER DIVISION

AT DENVER, COLORADO

1 - Will, through the Bureau of Indian Affairs (BIA) Disbursements Center, attempt to locate Pine Ridge Indian Reservation payments to Lakota Sand and Gravel Company for the period June, July and August, 1974, and review the supporting documents in an attempt to determine whether the supporting documents are the same bills (Delivery Tickets) as paid by the Indian Action Team (IAT),

NW 55293 DocId:32989685 Page 82

Pine Ridge, South Dakota (See list of delivery ticket numbers on pages 4, 5 and 6).

2 - Will also attempt to determine whether BIA disbursed $10,000 to Lakota in May or June, 1974, for the leveling of two industrial lots at Pine Ridge, South Dakota (See page 6).

MINNEAPOLIS DIVISION

AT HOT SPRINGS, SOUTH DAKOTA

1 - Will, through MERLE JOHNSON, Hills Material Company, attempt to determine whether a book of Hills Material Company Delivery Tickets was stolen from the Company and if so, will obtain the delivery ticket numbers.

2 - Will, through VINCENT BREWER, Tribal Councilman, attempt to locate a copy of the Oglala Sioux Tribal resolution which specifies tribal businesses must purchase materials from other tribal businesses.

C*
(COVER PAGE)

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - UNITED STATES ATTORNEY, SIOUX FALLS, SOUTH DAKOTA

Report of: SA RONALD E. BRUGGER
Office: MINNEAPOLIS
Date: September 6, 1974

Field Office File #: MP 70-9027
Bureau File #:

Title: RICHARD WILSON, SR.,
TRIBAL PRESIDENT,
OGLALA SIOUX INDIAN TRIBE,
PINE RIDGE, SOUTH DAKOTA;
JAMES WILSON,
~~Character~~ DIRECTOR, TRIBAL PLANNING CENTER,
OGLALA SIOUX INDIAN TRIBE,
PINE RIDGE, SOUTH DAKOTA;
~~Synopsis~~ RICHARD WILSON, JR.,
OWNER, LAKOTA SAND AND GRAVEL COMPANY
PINE RIDGE, SOUTH DAKOTA

Character: CRIME ON AN INDIAN RESERVATION - EMBEZZLEMENT OF TRIBAL FUNDS; FRAUD AGAINST THE GOVERNMENT

Synopsis: A former employee of the Indian Action Team (IAT), a vocational training program located on the Pine Ridge Indian Reservation, South Dakota, alleged a company he believed was controlled by RICHARD WILSON, SR., Oglala Sioux Tribal President, was charging both IAT and BIA for the same gravel and using government vehicles to haul the gravel. He also alleged the company was illegally paid $10,000 for leveling two industrial lots in Pine Ridge, South Dakota, and WILSON was paid a kickback of $65,000 for a street repair contract. An Oglala Sioux Tribal Councilman also alleged WILSON intercepted $650,000 destined for a street improvement program and deposited the money in a Gordon, Nebraska, bank. Investigation regarding the alleged gravel fraud continuing. Investigation disclosed the company used at least one government trailer without proper authorization and with WILSON's knowledge. Investigation failed to support the allegations regarding the payments of $10,000, $65,000 and $650,000.

- P -

DETAILS:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

Investigation in this matter was predicated upon information received July 25, 1974, from VINCENT BREWER, Tribal Councilman, Oglala Sioux Indian Tribe, Pine Ridge, South Dakota, who advised his son, BRYAN BREWER, possessed knowledge regarding RICHARD WILSON, SR., Tribal President, Oglala Sioux Indian Tribe, and possible embezzlement of tribal funds. BREWER advised his son possessed documents to support an allegation WILSON was involved in a fraud involving purchase of gravel. BREWER added he was recently told the U. S. Government receltly funded $650,000 for street improvements for Pine Ridge, South Dakota, but the money was intercepted by RICHARD WILSON and JAMES WILSON and deposited in a Gordon, Nebraska, bank.

NW 55293 DocId:32989685 Page 85

FEDERAL BUREAU OF INVESTIGATION

9/4/74

Date of transcription

BRYAN BREWER, Teachers Corp. Intern, telephone number 867-5191, was interviewed at the Oglala Community School, at which time he provided the following information:

He resides in a white trailer home on the left hand side of route 18 approximately four miles east of Pine Ridge, South Dakota. His date of birth is February 4, 1947.

He held the position of Program Director, Indian Action Team (IAT) from August 1, 1973, until he resigned on July 12, 1974.

Last year he realized approximately $110,000.00 of IAT funds was budgeted but probably would not be used. In January, 1974, he conferred with the Bureau of Indian Affairs (BIA) Technical Assistance Center in Denver, Colorado, regarding his desire to establish a Cement Batch Plant run by the tribe. BIA approved the project based upon a subsequent approval by the Oglala Sioux Tribal Council. In the same month the Tribal Council approved the project and passed a resolution to that effect.

In approximately February, 1974, he mentioned to DICK WILSON, Oglala Sioux Tribal President, he had sent JOE BLUE HORSE to Denver, Colorado, to purchase a truck for the Cement Batch Plant. WILSON "ordered" him to recall BLUE HORSE and not to purchase a truck as he (WILSON) was buying a truck and the Cement Batch Plant was to buy all gravel from him (WILSON). The gravel, he noted, was a crushed limestone.

He hired IKE BETTELYOUN to operate the Batch Plant. WILSON's men, under the name Lakota Sand and Gravel Company (Lakota), owned by RICHARD (MANNIE) WILSON, JR., DICK WILSON's son, began to haul the gravel. He noted

Interviewed on 8/26/74	at Pine Ridge, South Dakota	File # MP 70-9027
by SA RONALD E. BRUGGER/REB/pms		Date dictated 8/30/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 86

WILSON, previous to this, had the Oglala Sioux Tribal Council pass a resolution stating all tribal businesses must purchase materials from other tribal businesses, if available.

However, he personally observed on many occasions Lakota using a Government trailer and a Government truck to haul the gravel. He knew they were Government vehicles as the vehicles had Government license plates. He also knew the delivery was to the Batch Plant, not a BIA project inasmuch as the vehicles were observed by him delivering gravel to the Batch Plant gravel pit. STANLEY WALKER, Superintendent, BIA Roads Department, authorized IAT to utilized Government vehicles not in use; he was not sure if Lakota was authorized to use the vehicles.

He kept copies of 69 delivery tickets which were submitted to him by DICK WILSON, JR., or DICK WILSON, SR., while he was with IAT. The delivery tickets represent gravel obtained from Hills Material Company, Hot Springs, South Dakota, by Lakota and all were dated June, 1974. IAT paid these and subsequent bills. The total amount for the 69 deliveries was approximately $3,450.00. The invoice numbers of the 69 delivery tickets were as follows:

868
875
1049
1059
1067
illegible
1078
1088
1116
1117
1118
1119
1135
1139

NW 55293 DocId:32989685 Page 87

MP 70-9027
3

1157
1180
1184
1189
1198
1207
1226
1230
1233
1237
1 1238
1239
1248
1249
1283
1300
1307
1315
18772
19033
19048
19051
19061
19067
19149
19172
19190
19216
19261
19282
19302
19311
19316
19350
19354
19366
19377
19388
19391
19392 5
19403
19404
19416

19419
19428
19438
19445
19453
19457
19476
19488
19501
19512
19527
19565

The payment to Hills Material Company was for the cost of gravel. Lakota also charged IAT for the gravel, $2.00 a ton, and for delivery, $5.00 a ton, on the instructions of DICK WILSON, SR.

These bills were presented to FLOYD (BILL)PULLIUM who paid them with an IAT check. The checks were payable to Hills Material Company and Lakota.

In early July, 1974, he was talking to LEWIS PRYOR, Plant Manager, BIA, Pine Ridge, South Dakota, who told him BIA was also paying Lakota for gravel. He surmised the payment by BIA was for the same gravel IAT paid for as there were no other projects he knew of at that time requiring gravel.

He heard in July, 1974, source not recalled, BILL CUNY paid DICK WILSON or Lakota $10,000.00 for leveling two industrial lots for the Cement Batch Plant when neither WILSON nor Lakota actually did the work. The leveling was completed in May, 1974, by IAT.

NW 55293 DocId:32989685 Page 89

He also heard from JACK WATERS, date not recalled, that JIM WILSON told DICK WILSON "we" received $65,000.00 for th street improvement contract. WATERS was then a heavy equipment operator for IAT.

He knew nothing of DICK WILSON using Tribal funds for his personal use through deposits in a bank in Gordon, Nebraska.

NW 55293 DocId:32989685 Page 90

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 5, 197-

FLOYD E. TAYLOR, Representative, Economic Development Administration (EDA), Department of Commerce, Pierre, South Dakota, was telephonically contacted at (605) 224-1238, at which time he provided the following information:

The EDA recently approved a grant of $610,000 to the Oglala Sioux Indian Tribe for street improvements at Pine Ridge, South Dakota. The improvements consist of curb and gutter construction as well as the paving of streets. However, to date no disbursements have been made by EDA. Disbursements will be made upon the receiving of final specifications and plans.

The firm which was awarded the contract as prime contractor was Dakota Contracting, Incorporated, Sioux Falls, South Dakota. Dakota Contracting, Inc., submitted the lowest bid and was approved based upon experience, capability and know-how; a performance bond was also required.

EDA is not aware of the sub-contractors employed by Dakota Contracting, Inc., but Dakota Contracting, Inc., would award sub-contracts to the lowest bidders inasmuch as Dakota Contracting, Inc., is a private concern with a profit motive in mind. Dakota Contracting Inc., must absorb any excessive costs including those from sub-contractors.

The Tribe was the applicant for the paving project. When the project is completed the Tribe will be the sole owner, operator and maintainer of the completed construction. The funds when disbursed will not be made directly to the Tribe but will be submitted to a bank in increments based upon the submission of vouchers and receipts of work. The monies when disbursed will be deposited into a "special account", the title of which will spell out the road construction project in Pine Ridge, South Dakota. No disbursements will bemade to an account in the name of the Tribe or in the name of an individual. Disbursements are purposely made to "special accounts" as it is EDA policy not to mix those funds with their Tribal funds.

Interviewed on 8/2/74 at Pierre, South Dakota File # MP 70-9027

8

by SA RONALD E. BRUGGER/mjs Date dictated 8/2/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

The Tribe initiated the soliciting of bids through the professional engineers Dana, Larson and Roubal and Associates, Pierre, South Dakota.

Although no EDA disbursements have been made to date he believed interim financing was obtained by the Tribe through a Gordon, Nebraska, bank. Interim financing is normally obtained to begin the project following the approval of the initial grant.

The interim financing account, if it does exist, would also be a "special account", and would not exceed 25% of the grant. These monies would be disbursed by the bank on the basis of receipts and vouchers and would be audited by EDA at the end of the project. Interest expense charged by the bank would be paid by EDA.

NW 55293 DocId:32989685 Page 92

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

CLINT KAUFMAN, Dispatcher, Hills Material Company, Hot Springs, South Dakota, was telephonically contacted at 605-745-5206, at which time he provided the following information:

DICK WILSON, Oglala Sioux Tribal President, recently came to the Hills Material Company and submitted many Hills Material Company Delivery Tickets which WILSON said were paid in error by the Tribe's Indian Action Team (IAT). WILSON told Hills Material Company officials, Lakota Sand and Gravel Company should have paid for the gravel as represented by the Delivery Tickets, not IAT and WILSON then paid the amount in question.

He would estimate this incident happened within the past one month.

He knew nothing of Hills Material Company employee, MERLE JOHNSON's comment that a book of Delivery Tickets were stolen from Hills Material Company. JOHNSON was not at the office; he advised he will alert JOHNSON to expect a telephone call at 7:15 AM (MDT), 8:15 AM (CDT).

Interviewed on 8/28/74 at Sioux Falls, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 10 Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are, not to be distributed outside your agency.

On August 28, 1974, attempts were made to telephonically contact MERLE JOHNSON, Hills Material Company, Hot Springs, South Dakota, telephone number 605-745-5206, from 7:15 a.m. (MDT) until 8:00 a.m. (MDT) and at various times during the day. The line was busy on all occasions.

NW 55293 DocId:32989685 Page 94

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/3/74

Mrs. AGNES TYON, Management Technician, Plant Management, was interviewed at her office located at the Bureau of Indian Affairs (BIA) Building, at which time she provided the following information:

Checks for payments of goods and services used by Plant Management are not issued from Plant Management. Rather the approval is made by the Plant Manager for payment and the bill is forwarded to Bureau of Indian Affairs (BIA), Aberdeen, South Dakota, who in turn forwards the paper to BIA, Albuquerque, New Mexico, and ultimately, BIA, Denver, Colorado. Denver actually issues the check.

The Plant Management Impressed Fund is normally used for paying bills under $100. However, all payments for gravel, under and over $100 are made through the Denver Office.

Interviewed on 8/26/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER:11 12 Date dictated 8/30/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

JOE HORN CLOUD, Property and Supply Officer, Bureau of Indian Affairs (BIA), provided the following information:

Government property, including vehicles and trailers, being used by personnel other than BIA must have the approval of the Superintendent of BIA.

He has received no such approval by the Superintendent regarding Lakota Sand and Gravel Company's use of Government vehicles.

Interviewed on 8/27/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E BRUGGER/jmf 13 Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

ALBERT W. TRIMBLE, Superintendent, Bureau of Indian Affairs (BIA), Pine Ridge Indian Reservation, was interviewed in his office in the BIA Building at which time he provided the following information:

He was recently told Lakota Sand & Gravel Company, which is operated by DICK WILSON, Jr., son of the Tribal President, was using a Government trailer to haul gravel. He immediately conferred with STANLEY WALKER, Superintendent of the Roads Department, BIA, who admitted loaning the trailer to DICK WILSON, Tribal President, for usage for what he (WALKER) thought was a Tribal matter. WALKER loaned the trailer without his authority or knowledge.

He informally mentioned the incident to Tribal President WILSON one evening and WILSON acknowledged knowing the trailer was being used but WILSON changed the subject and it was not too clear in his (TRIMBLE's) mind how WILSON was involved.

Interviewed on 8/27/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 14 Date dictated 8/30/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 197

WILLIAM CUNY, Director, Economic Development Administration (EDA), Oglala Sioux Tribe, was interviewed at the Sacred Heart Catholic Church, at which time he provided the following information:

He is a member of EDA and was formerly a member of the Board of Directors of the Pine Ridge Reservation Development Company. As a member of the latter, he was in charge of drawing up plans for the Reservation's Cement Batch Plant located in Pine Ridge, South Dakota.

He recalled two industrial lots being leveled off in approximately May, 1974, for the Cement Batch Plant. However, he did not pay, approve or even hear mention of anyone paying RICHARD WILSON or Lakota Sand & Gravel Company $10,000 or any other amount for leveling the lots. He added he knew of no payment to WILSON or any member of WILSON's family for directing Tribal projects to specific contractors.

Interviewed on 8/26/74 at Pine Ridge, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 15 Date dictated 8/28/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 1974

DEAN NESHIEM, Secretary-Treasurer, Dakota Contracting Corporation, was interviewed at his office at 3101 West 41st Street, at which time he provided the following information:

Dakota Contracting Corporation (Dakota) recently was low bidder for a street improvement project at Pine Ridge, South Dakota. The program was funded by the Economic Development Administration of the United States Government. The adjusted contract price as of August 28, 1974, was $501,863,53.00. The profit margin will be approximately ten per cent.

Dakota has been working on the street project for two months although no payment has yet been received. Many subcontractors have been employed although Lakota Sand & Gravel Company is not one. Dakota obtains its Ready mix from the Tribes Indian Action Team Batch Cement Plant and for a cost identical to other area commercial costs.

GLEN JAMTGAARD is the President of Dakota. Dakota has no Vice President. Neither DICK WILSON, Oglala Sioux Tribal President, nor the WILSON family have had any connections with Dakota. No payment of any type had been made to any of the WILSONs for obtaining the street improvement project.

Interviewed on 8/28/74 at Sioux Falls, South Dakota File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 16 Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription August 30, 19

FRANK TOLSTEDT, Executive Vice President, Gordon State Bank, provided the following information:

He reviewed bank records but was unable to locate an account for RICHARD WILSON, JAMES WILSON or Lakota Sand & Gravel Company. He advised he knew WILSON but was not aware of WILSON's depositing large amounts of money at his bank or any other bank in the area in recent months. By depositing he was referring to deposits in savings accounts, checking accounts and Certificates of Deposit. None of the above rent a safe deposit box.

The First National Bank, Gordon, Nebraska, is the only other bank in the immediate Gordon area.

Interviewed on 8/27/74 at Gordon, Nebraska File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 17 Date dictated 8/28/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of Transcription August 30, 1974

BOB CONNEALY, Executive Vice President, First National Bank, provided the following information:

He is the officer who services Oglala Sioux Tribe accounts and the personal accounts of RICHARD WILSON, Tribal President.

He was aware of a Tribal street improvement grant in excess of $600,000 which was recently approved by the United States Government. However, the grant has not yet been received nor has the Tribe obtained a loan based upon the grant.

He knew of no recent deposits by RICHARD WILSON, JAMES WILSON or Lakota Sand & Gravel Company. By deposits he includes deposits into savings accounts, checking accounts and Certificates of Deposit. None of the above rent a safe deposit box.

Interviewed on 8/27/74 at Gordon, Nebraska File # MP 70-9027

by SA RONALD E. BRUGGER/jmf 18* Date dictated 8/29/74

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-263 (Rev. 1-7-72)

5200 4-30

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	4/11/73	4/3 - 8/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON	SA MAURICE E. PEARSON	smo

CHARACTER OF CASE

CIR - FRAUD (DIVERSION OF OEO FUNDS)

REFERENCES: Minneapolis nitel to Albuquerque, 4/3/73.
Minneapolis airtel to Bureau 4/8/73.

- P -

LEADS

ALBUQUERQUE

AT ALBUQUERQUE, NEW MEXICO. Will report results of interview of JAMES J. WILSON.

MINNEAPOLIS

AT VERMILLION, MINNESOTA. Will report results of interview of FRANCIS KILLER.

AT PINE RIDGE, SOUTH DAKOTA. Interview LOUIS TYON, #39 Crazy Horse Housing, for information he can furnish in this matter.

ACCOMPLISHMENTS CLAIMED ☒ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

REC-73

APR 18 1973

COPIES MADE:
1 - Bureau
1 - USA, Minneapolis
1 - USA, Pine Ridge
1 - Albuquerque
1 - WFO
3 - Minneapolis (70-6992)

Dissemination Record of Attached Report

Agency	I-OEO, Interior, DAG (crim)		
Request Recd.	JJS/67		
Date Fwd.	4-30-73 MAY 18	I-RAD (crim)	
How Fwd.		Att: Robert	Asbough
By		Rm 3142	JJS/67 5177B

Notations

SIX DATA PROC

2. Interview IVAN BETTELYOUN, Oglala Sioux Tribal Fiscal Manager for information he can furnish in this matter.

3. Interview EMMA T. NELSON, Bureau of Indian Affairs Treasurer, for information in this matter.

ADMINISTRATIVE

[deleted]

There was nothing in this space deleted 302 pg. C

NW 55293 DocId:32989685 Page 103

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 10, 1973

ROBERT W. ISHAM, President, First National Bank, Gordon, Nebraska, provided the following information:

The First National Bank handles numerous checking accounts for various Office of Economic Opportunity (OEO) programs; however; the First National Bank does not handle the account for the Program Planning Office of OEO.

This information should be considered obtained from a confidential source and should not be made public without the issuance of a subpoena duces tecum directed to ROBERT W. ISHAM, President, First National Bank, Gordon, Nebraska.

deleted

On 4/7/73 at Gordon, Nebraska File # MP 70-6992

MESSRS MAURICE E. PEARSON & THOMAS W. MATTHEWS - SMS 4/10/73

Date dictated

- C* -

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Minneapolis
1 - USA, Pine Ridge

Report of: SA MAURICE E. PEARSON
Office: Minneapolis
Date: 4/11/73

Field Office File #: 70-6992
Bureau File #:

Title: RICHARD WILSON

Character: CRIME ON AN INDIAN RESERVATION - FRAUD (DIVERSION OF OFFICE OF ECONOMIC OPPORTUNITY FUNDS)

Synopsis: Investigation to date has failed to determine that subject has diverted monies from the Program Planning Office Account of the Office of Economic Opportunity. Investigation continues.

- P -

DETAILS:

This investigation is predicated upon an allegation by PEDRO BISSONETTE, American Indian Movement (AIM) leader inside the occupied Village of Wounded Knee, South Dakota, that RICHARD WILSON had diverted the sum of $10,000 from the Program Planning Office Account of the Office of Economic Opportunity (OEO), to his brother, JIM WILSON as some type of consulting fee. JIM WILSON supposedly has never performed any such duties.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

1

4/3/73
Date of transcription

GERALD ONE FEATHER, Oglala Sioux Tribal Chief prior to RICHARD WILSON, Box 298, Oglala, South Dakota (telephone 867-5327), provided the following information:

Since RICHARD WILSON became president of the Oglala Sioux Tribe in January, 1972, ONE FEATHER has been working with both the American Indian Movement (AIM) and the Oglala Sioux Tribal Council in an effort to improve the criminal justice system and the financial status of the Oglala Sioux Tribe on the Pine Ridge Reservation.

ONE FEATHER suspects Chairman WILSON of many wrongdoings since becoming chief of the Oglala Sioux Tribe, but he has no direct proof or evidence which could be used against WILSON in a court of law. Since WILSON became president, he has suspended and fired many competent people who were associated with the Tribal Council because these people would not cooperate with WILSON in carrying out various "deal" which WILSON was trying to do.

WILSON suspended the Office of Economic Opportunity (OEO) Headstart Director HATTIE TWISS, because she would not cooperate with WILSON concerning the payment of approximately ten to fifteen thousand dollars to WILSON's brother, JAMES J. WILSON, for some type of consulting fees he received through the Headstart program. TWISS can be located at the hospital in Gordon, Nebraska.

Since WILSON took office in January, 1972, the books and records for the Oglala Sioux Tribe have not been audited and according to several members of the Tribal Council, the records which are currently being kept are very inadequate.

During the ONE FEATHER administration, the accounting firm of Thorstenson and Sayler in Rapid City was responsible for auditing the books and records of the Oglala Sioux Tribe. Also, an accountant named FRANCIS KILLER, who lives in Vermillion, South Dakota, and whose telephone number is 642-4963, was under a contract with the Tribe to do monthly accounting work for the Tribe. KILLER's contract with the Tribe expired in October, 1972, and WILSON would not renew his contract.

Interviewed on 4/2/73 at Oglala, South Dakota File # MP 70-6992

By SA MAURICE E. PEARSON / smo Date dictated 4/3/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

The General Accounting Office (GAO) recently conducted an audit of the Oglala Sioux Tribe records. The results and findings of this audit were to be reported to Senator HENRY JACKSON of Washington State on April 2, 1973, in Washington, D.C. JACKSON is Chairman of the Senate Indian Affairs Committee.

IVAN BETTELYOUN, who was the Oglala Sioux Tribal Fiscal Manager until his resignation in December, 1972, can furnish information to the FBI as to WILSON's handling of financial matters of the Tribe. BETTELYOUN resigned because he did not agree with WILSON's handling of financial matters and as a result of this, he and WILSON could not get along with each other. BETTELYOUN resides outside of Oglala, South Dakota, in a silver trailer house located two miles south of ONE FEATHER's residence.

ONE FEATHER advised that if he can be of further assistance to the FBI, he will be more than willing to cooperate.

NW 55293 DocId:32989685 Page 107

FD-302 (REV 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/4/73

HATTIE TWISS, Rocky Fort Route, Porcupine, South Dakota, was interviewed at the Gordon Memorial Hospital, Gordon, Nebraska and provided the following information:

She was Director for the Office of Economic Opportunity (OEO) Headstart Program until October, 1972, at which time she resigned because of wrongdoings on the part of RICHARD WILSON, President of the Oglala Sioux Tribe (OST). WILSON was trying to get access to the Headstart funds which she controlled but she would not allow him access to the funds.

During the first part of October, 1972, she became ill and had to go into the hospital for a week. When she returned to work she discovered that WILSON had drawn $14,000 from the Headstart account. There was no allowance for this withdrawal at the Headstart project and WILSON would not account for what the $14,000 was spent for. The check that was written for the $14,000 bore HATTIE TWISS' signature, but she did not sign the check. At this point, she was fed up with the way WILSON was operating and harrassing her, so she turned in her resignation.

She could furnish no details concerning the payment of $10,000 to $15,000 to WILSON's brother, JAMES WILSON; however, FRANCIS KILLER of Vermillion, South Dakota has the details surrounding this payment. KILLER was the accountant for the OST at the time this disbursement was supposedly made to WILSON's brother.

There has been much wrongdoing on the part of DICK WILSON since he took office in April, 1972. He has continuously attempted to gain control of the various OEO funds, and used these funds for purposes which would not benefit the Sioux people.

DAVE LONG, vice president of the OST, can furnish additional information concerning wrongdoing on the part of RICHARD WILSON.

Interviewed on 4/3/73 at Gordon, Nebraska File # MP 70-6992

by SA MAURICE E. PEARSON/mbw Date dictated 4/3/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 108

TWISS advised that she will be willing to testify in this matter as WILSON is charged with the embezzling of funds from OST.

NW 55293 DocId:32989685 Page 109

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 4/6/73

A.C. THORSTENSON, Certified Public Accountant (CPA), and LEROY B. CATEL, CPA, partners in the firm of Sayler, Thorstenson and Company, Certified Public Accountants, 810 Quincy Street, Rapid City (telephone 342-5630), provided the following information:

The accounting services which Sayler, Thorstenson and Company provide for the Oglala Sioux Tribe (OST) are yearly audits of the following OST special programs:

1. Revolving Credit Fund - this fund borrows money from the Bureau of Indian Affairs (BIA) and re-loans this money to various tribal enterprises and indivduals;

2. Short Term Loan Program - this fund makes small loans, usually less than $250, to individuals of the OST;

3. Land Acquisition Enterprise - this fund purchases land within the boundaries of the Pine Ridge Reservation.

The last audit conducted on the aforementioned-three funds was in June, 1972. The findings of all prior audits of these funds has always resulted in either a qualified or a disclaimer of opinion for the audit. The primary reason that all the audits have been qualified and/or disclaimer opinions is because of the tardiness of the recordkeeping of the above-three funds. However, a full-scale audit has always been conducted and in this capacity, the auditing standards and procedures which have been utilized would have uncovered any misappropriation, fraud or embezzlement which might have been taking place in these funds.

OST Chairman DICK WILSON has no control or for that matter any influence over the above funds and because of the nature of these funds and the checks and balances which are placed upon these funds, it is not likely that any irregularities might occur in these funds.

Interviewed on 4/4/73 at Rapid City, South Dakota File # MP 60-6992

SA MAURICE E. PEARSON / smo Date dictated 4/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Sayler, Thorstenson and Company does not audit the General OST Records, only the three aforementioned funds.

Sayler, Thorstenson and Company does the accounting and tax work for JERRY GLAZE. GLAZE works for the Dakota Leasing Company and Lakes Developing Company in the capacity of salesman. He also subcontracts construction projects through these two companies. THORSTENSON has known GLAZE for 22 years and has done GLAZE's accounting and tax work for the same period of time. GLAZE is in no position financially to give DICK WILSON any money to help him win the election as President of the OST. THORSTENSON stated that in GLAZE's current financial position, it would be impossible for him to give WILSON $10,000 to help finance a political campaign. GLAZE enjoys an honest and reputable reputation in the Rapid City community.

GLAZE is a long-time personal friend of DICK WILSON and has done some work for WILSON since he (WILSON) took office but GLAZE's income has not seen a marked increase since WILSON took office.

THORSTENSON advised that he will contact GLAZE and advise him that as his accountant, he wishes to make available all tax returns and accounting records of GLAZE to the Federal Bureau of Investigation.

THORSTENSON is willing to cooperate in any way with the Federal Bureau of Investigation in this matter.

NW 55293 DocId:32989685 Page 111

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 10, 1973

GEORGE WILSON, brother of Tribal Chairman DICK WILSON, Post Office Box 33, Whiteclay, Nebraska, furnished the following information:

He does not know anything concerning his brother, JIM WILSON, receiving $10,000 or $15,000 as a consulting fee for work performed for the Oglala Sioux Tribe.

If JIM had actually received this money, he would probably have knowledge of it as he and JIM are very close and keep in constant communication.

JIM WILSON is en route to Pine Ridge, South Dakota, from Albuquerque, New Mexico, and should be in Pine Ridge on April 7, 1973. He will have his brother, JIM, contact the FBI upon arrival in Pine Ridge.

Interviewed on 4/7/73 at Pine Ridge, South Dakota File # HP 70-6992

by SAs MAURICE E. PEARSON and THOMAS M. MATTHEWS - SHS Date dictated 4/10/73

8

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 112

MP 70-6992

The following investigation was conducted by the Washington Field Office at Washington, D.C.:

On April 4, 1973, Mr. JOSEPH P. RATHER, JR., Assistant Director, General Accounting Office (GAO), Washington, D.C., advised GAO recently completed two projects involving the Oglala Sioux Tribe (OST) at the Pine Ridge Reservation.

The first project involved the transfer of land on the Pine Ridge Reservation and was completed on February 7, 1973, and is a restricted report per the order of Senator HENRY JACKSON of Washington State, Chairman of the American Indian Affairs Committee.

The second project concerns allegations made to the Senate Committee regarding misuse of Federal funds on the Pine Ridge Reservation. RATHER stated field work on this project is currently being prepared and upon completion, will be forwarded to Senator JACKSON's committee and this report is also restricted.

RATHER anticipates to testify before Senator JACKSON's committee regarding the aforementioned projects in the next few weeks and any release of these projects would have to come from Senator JACKSON.

NW 55293 DocId:32989685 Page 113

273-10040

9/18/75 Request - HSC

RE DICK WILSON

ACCESS

Reviewed by Miller
10/15/75
10/8/75

OGLALA SIOUX TRIBE

PINE RIDGE, SOUTH DAKOTA 57770 TELEPHONE 605/867-5821

PRESIDENT: DICK WILSON

VICE PRESIDENT: DAVE LONG

SECRETARY: TOBY EAGLE BULL

TREASURER: EMMA T. NELSON

SERGEANT-AT-ARMS: ROBERT LONG HILL

Office of Dick Wilson, President

March 19, 1973

Marvin Franklin
Assistant Secretary of Interior
Washington, D.C.

Wood Harrington
U. S. Assistant Attorney General
Washington, D.C.

Dear Sirs:

The Interior Department and the Department of Justice are fully aware of the fact that an extreme state of emergency now exists on the Pine Ridge Indian Reservation.

Numerous meetings have been held with the members of the militant AIM organization, now holding the Wounded Knee site, by armed force, and it is our firm belief that any further meetings will serve no just purposes. It is evident that the term "good faith" is totally unknown to this militant group.

Each day that passes, wherein this issue is stalemated, creates additional undue hardships for more and more of our Oglala Sioux families. The entire financial structure of the Tribe is threatened by this continued stalemate.

For several weeks now we have been told by the Department of Justice that they were the law enforcement agency, however, this militant group abuses the good faith intentions of all agencies involved, using negotiations as a ruse to delay, and stalemate the occupation issue. They continue to gain in armed force while hardship problems among our people increases and the Tribe is faced with financial disaster.

We can no longer condone the attitude of the Department of Justice or the fact that they do not wish to tarnish their image in the eyes of the American public by using necessary force in bringing the Wounded Knee situation to an end. It seems that the Department of Justice had placed itself in an embarrassing position and have become a victim to the delaying tactics of this militant group at the expense of the Oglala Sioux people and the Oglala Sioux Tribe.

ENCLOSURE

~~7-5-14-358~~

273-10040

We now request, insist, and demand, that the Department of Justice revert to its basic role as a law enforcement agency and do whatever is necessary to implement the provisions of Ordinance 73-06, of the Oglala Sioux Tribe, and bring to an end this civil disorder and state of emergency caused by the occupation of the Wounded Knee site by this militant and seditious group.

Ultimatums have been given, and not respected, and no further ultimatums should be made. We demand that the Department of Justice assume their proper role and act as a law enforcement agency to the best interest of the members of this Oglala Sioux Tribe.

Sincerely,

Dick Wilson, President
Oglala Sioux Tribe

Lloyd W. Eagleboll, Secretary
Oglala Sioux Tribe

Emma T. Nelson, Treasurer
Oglala Sioux Tribe

SD.

FD-263 (Rev. 12-

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	11/7/69	10/3/69 - 11/5/69

TITLE OF CASE	REPORT MADE BY	TYPED BY
ROBERT J. MOUSSEAU; RICHARD A. WILSON	DONALD M. WOODRING	rfs

CHARACTER OF CASE

EMBEZZLEMENT OF INDIAN PROPERTY

- P -

CC TO ... (RO)
REQ. REC'D 12-16-69
DEC 24 1969
ANS: ... H.G. Rouse ...
BY: ... T.S.

LEAD

MINNEAPOLIS

AT SIOUX FALLS, SOUTH DAKOTA

Will follow and report prosecutive opinion of USA.

-MOUSSEAU, Oletha ANN

ACCOMPLISHMENTS CLAIMED ☒ NONE						ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau

1 - USA, Sioux Falls, South Dakota

2 - Minneapolis (70-5434)

REC- 56

5 NOV 10 1969

Dissemination Record of Attached Report			
Agency	ICC Legat	Criminal ICC	KHD
Request Recd.			6:00 p.m.
Date Fwd.	11/24/69		1/6/69
How Fwd.	RS		RS
By	JAW/ltc		JFH/ltc

Notations

SIX STATE SECT.

59 NOV 24 1969

GPO

COVER PAGE
- A* -

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: DONALD M. WOODRING
Office: Minneapolis, Minnesota
Date: November 7, 1969

Field Office File #: 70-5434
Bureau File #:

Title: ROBERT J. MOUSSEAU;
RICHARD A. WILSON

Character: EMBEZZLEMENT OF INDIAN PROPERTY

Synopsis: On 10/3/69 telephonic complaint was received from Agency Special Officer, Pine Ridge, S.D., in which allegations were made that MOUSSEAU had embezzled and misapplied tribal funds. An accounting exam was made of the paid checks, bank statements, checkbook stubs, and other available records. It was determined MOUSSEAU as Director of Sun Dance, had received $8000 from the tribe. After the event there was a balance remaining in the account of $19.62. There were $689.14 in outstanding checks and $1,035.23 in unpaid bills. MOUSSEAU had received $742 as reimbursement for his expenses, which cannot be supported by documentary evidence. MOUSSEAU also purchased with Sun Dance funds tires for his personal auto for $101.12 and linoleum for the floor in the house he rents from the tribe for $47.42. Tribal authority was granted to JACK STEELE to run a rodeo in connection with the Sun Dance. MOUSSEAU and RICHARD A. WILSON formed a committee to run the rodeo, refused to allow STEELE to participate, and used the rodeo stock of a second individual, paying $1,114.74 to him, all without tribal authority. MOUSSEAU transferred $1600 of Sun Dance money to the rodeo account without tribal authorization. The balance in the rodeo account at date of examination was zero, with 12 checks unaccounted for. MOUSSEAU received $127 from this account as reimbursement for expenses which cannot be supported by documentary evidence.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.
NW 55230 Doc Id: 32989685 Page 120

TABLE OF CONTENTS

Page

Predication 5

Background of Complaint:

Interview - Agency Special Officer LAWRENCE J. GLOVER (NA) 6
Interview - THEODORE TIBBITTS, 5th member of Executive Committee 7
Interview - ENOS POOR BEAR, President, Oglala Sioux Tribe 9
Interview - WALLACE LITTLE FINGER, Treasurer of Oglala Sioux Tribe 10
Conference with BRICE LAY, Superintendent, Pine Ridge Indian Reservation 12

Items of Offense:

Item 1. Purchase of tires for personal automobile 13

Item 2. Purchase of linoleum for installation in house rented from tribe 14

Item 3. Check for $250.00, noted for operating expenses and advertising 14

Item 4. Check for $85.00, noted for technical assistance 15

Item 5. Transfer of $1,600.00 from Oglala Sioux Sun Dance to Oglala Sioux Stampede 15

Item 6. Payment of $1,147.74 to MELVIN "JACK" POURIER for use of rodeo stock 17

NW 55293 DocId:32989685 Page 121

Examination of Records:

Examination of tribal records by Special Agent DONALD M. WOODRING 18

Examination of Minutes and Operating Procedures by Special Agent DONALD M. WOODRING 21

Examination of brown plastic briefcase by Special Agent DONALD M. WOODRING 23

Oglala Sioux Sun Dance, Source and Disposition of Funds, 5/1/69 - 9/29/69 25

Oglala Sioux Sun Dance, Summary of Amounts Received by ROBERT J. MOUSSEAU and OLETHA MOUSSEAU. 27

Oglala Sioux Sun Dance, Summary of Amounts Received by PAUL APPLE 29

Oglala Sioux Stampede, Source and Disposition of Funds, 7/19/69 - 9/11/69 30

Oglala Sioux Stampede, Items "attained" by ROBERT J. MOUSSEAU 32

Oglala Sioux Sun Dance:

Interview - ROBERT J. MOUSSEAU 33
Interview - OLETHA MOUSSEAU. 37
Interview - PAUL APPLE 39
Interview - GUS NEMITZ 41
Interview - CHARLES HINN 42
Interview - WALLACE LITTLE FINGER 43
Interview - ROBERT IRON CLOUD 44
Interview - BILL HORN CLOUD 45
Interview - EDGAR RED CLOUD 46
Interview - CHARLIE RED CLOUD 47

MP 70-5434

Oglala Sioux Stampede:

Interview - RICHARD A. WILSON 48
Interview - JACK STEELE 50
Interview - MELVIN (JACK) POURIER 51
Interview - LLOYD TWISS 52
Interview - JERRY GLAZE 53

NW 55293 DocId:32989685 Page 123

MP 70-5434

This investigation was predicated upon receipt of a telephonic complaint from LAWRENCE J. GLOVER (NA), Agency Special Officer, U. S. Indian Service, Pine Ridge, South Dakota, on October 3, 1969.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 22, 1969

LAWRENCE J. GLOVER (NA), Special Officer, Pine Ridge Reservation, advised he had received a complaint from THEODORE "RED" TIBBITTS, 5th member of the Executive Committee of the Oglala Sioux Tribe, on October 2, 1969, in which TIBBITTS stated his suspicions that there has been an embezzlement of tribal funds.

The complaint states that subject ROBERT MOUSSEAU, Indian male, Pine Ridge, South Dakota, appropriated tribal funds illegally to his own use, such funds having been entrusted to him as director of the Sun Dance. GLOVER provided xerox copies of the following documents:

An undated petition wherein certain members of the Treaty Council requesting the Pine Ridge Superintendent to produce minutes and records of expenditures of tribal funds for the Sun Dance;

The letter dated September 30, 1969, from BRICE LAY, Superintendent, to the Tribal Court, presenting the petition to said Court;

A copy of the Tribal Court Order, ordering the books and records of the Sun Dance to be produced.

In addition, GLOVER provided paid checks and bank statements of the Oglala Sioux Tribe Sun Dance for the period September 5, 1968, through September 5, 1969, and paid checks and bank statements for the Oglala Sioux Stampede for the period July 21, 1969, through September 11, 1969. These bank statements and checks on the above accounts were obtained by GLOVER from THEODORE "RED" TIBBITTS and WALLACE LITTLE FINGER, TIBBETTS and LITTLE FINGER having stated they obtained same from Stockman's National Bank, Rushville, Nebraska, where the accounts are maintained.

GLOVER further stated both he and Superintendent BRICE LAY are very desirous of obtaining a federal prosecution in this matter should a case be developed because ROBERT MOUSSEAU is a well-known troublemaker and thief and has caused many problems to law enforcement on the Pine Ridge Reservation.

On 10/13/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/17/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 22, 1969

THEODORE "RED" TIBBITTS, Pine Ridge, South Dakota, provided the following information:

He is the 5th member of the Executive Committee of the Oglala Sioux Tribe, Pine Ridge Reservation. ROBERT MOUSSEAU was appointed Director of the Sun Dance by the Tribal Council. The Tribal Council had provided $5,000 operating expenses in its annual budget to be used for the Sun Dance. Approximately two - three days prior to the staging of the Sun Dance, MOUSSEAU requested an additional $3,000 from the Executive Board in order to pay numerous outstanding bills. This request was denied.

Several days later he requested an amount believed to be $400 from WALLACE LITTLE FINGER, Tribal Treasurer, so that the gate men could make change. LITTLE FINGER gave this money to MOUSSEAU.

A special meeting was held after the Sun Dance was over, and the Tribal Committee approved the payment of an additional $3,000 to MOUSSEAU for Sun Dance expenses. Because of the request for additional money, the Executive Board became suspicious of the handling of the funds. In addition, other members of the Tribe were also suspicious and petitioned the Reservation Superintendent for an audit.

A Tribal Court Order was then served upon the Executive Board to produce the records. MOUSSEAU agreed to provide the records, but subsequently called the Tribal counsel (attorney) in Washington, D. C., and was advised to plead immunity.

TIBBITTS stated he and WALLACE LITTLE FINGER then went to the Stockman's National Bank in Rushville, Nebraska, and obtained the checks and bank statements for the Sun Dance and the Stampede and gave these to Special Officer LARRY GLOVER.

TIBBITTS stated ENOS POOR BEAR, Chairman of the Tribal Council, will have the minutes of the meetings outlining their authorizations. LITTLE FINGER will have records of expenditures.

On 10/13/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/17/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

TIBBITTS further related that this is the first year the stampede or rodeo was to be held. The Tribal Council authorized JACK STEELE to run the rodeo and pay a percentage of his profit to the tribe. STEELE is a part-time rodeo promoter with no connection to ROBERT MOUSSEAU. Certain of the rodeo equipment was obtained with a lease-purchase agreement through Dakota Leasing Equipment in Rapid City.

TIBBITTS further stated MOUSSEAU had obtained money from Velma's Cafe, which was rented for August and September at $75 per month, totaling $150. A receipt was issued. This money has never been received by the tribe. MOUSSEAU stated he placed the money in the Tribal Treasurer's Office at a time when the safe was locked and there was no one present there.

NW 55293 DocId:32989685 Page 127

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 24, 1969

ENOS POOR BEAR, President of the Tribal Council, Oglala Sioux Tribe, Pine Ridge, South Dakota, advised that the Council had appointed ROBERT J. MOUSSEAU Sun Dance Director and PAUL APPLE Assistant Director. These two individuals are responsible to the Council for the operation of the Sun Dance.

At the time the Sun Dance was run, "RED" TIBBITTS, 5th member of Council, WALLACE LITTLE FINGER, Treasurer, and LLOYD EAGLE BULL, all served on the Executive Committee. The Council had appropriated the sum of $5,000 to run the Sun Dance. Prior to the operation of the event, MOUSSEAU requested $300 in order to make change at the gate. He was given the amount by WALLACE LITTLE FINGER.

There was a Special Session of Council called by LLOYD EAGLE BULL, which later appropriated an additional $3,000 in Sun Dance funds. JACK STEELE was authorized to run the Sioux Stampede (rodeo). STEELE apparently had a falling-out with RICHARD WILSON, who was apparently ramrodding the stampede. When this occurred, JACK POURIER was brought in to provide the rodeo stock.

There was no money appropriated by the Tribe to be used for the stampede. Neither was there any authorization to use Sun Dance money for the stampede.

POOR BEAR provided copies of the following documents:

Minutes of the Oglala Sioux Tribe Council, Regular Session, April 8 - 29, and May 1 - 8, 1969;

Minutes of the Oglala Sioux Tribe Council, Special Session, June 10, 11, 1969;

Minutes of the Oglala Sioux Tribe Council, Regular Session, July 8 - 17, 1969;

Minutes of the Oglala Sioux Tribe Council, Special Session, August 21, 1969.

On 10/14/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date 10/24/69

(1)

WALLACE LITTLE FINGER, Pine Ridge, South Dakota, advised he is the treasurer of the Oglala Sioux Tribe. A subpoena duces tecum may be addressed to Mr. LITTLE FINGER to obtain financial records of the tribe.

ROBERT MOUSSEAU and PAUL APPLE were appointed as directors of the Oglala Sioux Sun Dance by the tribal council and a budget of $5000 was allotted for operating expenses. LITTLE FINGER stated that because of past problems involved with the Sun Dance, he did not wish to participate in its operation and therefore he took annual leave at that time. He had written a check drawn on the regular tribal funds in the amount of $5000 to enable the Sun Dance to start up. Two days before the Sun Dance was to have occurred, MOUSSEAU appeared before the tribal council and stated he was broke and asked for an additional allocation of $3000. As this amount was not in the budget, MOUSSEAU did not obtain the money at this time. The tribal council at a later meeting voted to revise the budget and granted MOUSSEAU the additional $3000. Also, just prior to the staging of the Sun Dance, MOUSSEAU requested he be given $300 in order to make change. As this $300 was not returned following the Sun Dance, this amount was deducted from the $3000 later given to MOUSSEAU for the Sun Dance. This $300 represents the only money the tribe had received as proceeds from the Sun Dance.

LITTLE FINGER further related according to the administrative policy of the tribe, approval by the council or the executive board must be obtained in order for per diem to be received for travel off the reservation. The per diem rate is usually $20 per day for long trips and $7 to $12 for short trips, including Rapid City. LITTLE FINGER stated he does not know anything about the operation or financing of the Oglala Sioux Stampede.

LITTLE FINGER provided copies of the following documents:

On 10/14/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 70-5434
(2)

A deposit ticket, the Stockmans National Bank, Rushville, Nebraska in the name of the Oglala Sioux Tribe; special payroll account dated August 26, 1969 in the amount of $300; noting reimbursement from Sun Dance

Purchase order - invoice - voucher dated August 25, 1969 in the amount of $2000 reflecting payment to Sun Dance

Voucher dated July 3, 1969 in the amount of $500 subsidy of $500 to Sun Dance account

Voucher dated July 8, 1969 in the amount $1000, Sun Dance subsidy

Voucher dated July 10, 1969 in the amount $3500, Sun Dance subsidy

NW 55293 DocId:32989685 Page 130

On October 16, 1969, the facts in this matter obtained as of that date were discussed at his request with BRICE LAY, Superintendent, Pine Ridge Indian Reservation. Also present at this conference was Agency Special Officer LAWRENCE GLOVER (NA).

Both LAY and GLOVER expressed a strong desire for federal prosecution in this case as ROBERT MOUSSEAU, RICHARD WILSON, and PAUL APPLE are considered by them to be constantly involved in illegal operations and in stealing from the Oglala Sioux Tribe of which MOUSSEAU, WILSON, and APPLE are officers and/or council members.

It was felt by LAY and GLOVER that a conviction, even of a misdemeanor with a suspended sentence, would go a long way toward halting the thievery and stealing which runs rampant on the reservation.

NW 55293 DocId:32989685 Page 131

Item 1. Purchase of Tires for Personal Automobile.

ROBERT J. MOUSSEAU did, during the period July 14, 1969, through September 23, 1969, knowingly convert to his own use the sum of $101.12 of the funds of the Oglala Sioux Sun Dance, an Indian Tribal organization, in that he purchased or caused to be purchased from Pine Ridge Husky Service Station, Pine Ridge, South Dakota, four tires which were installed on his personally-owned automobile. Such tires were charged to the Oglala Sioux Sun Dance and paid for by check drawn on said Oglala Sioux Sun Dance by ROBERT J. MOUSSEAU, all in violation of Title 18, Section 1163, U. S. Code.

Records:

1. Charge slip number 2 dated July 14, 1969, Gerber's Mobil Service, charging Oglala Sioux Tribe Sun Dance for two 7.75 X 14 premium tires, $25.56 each, totaling $51.12 and 7.4 gallons regular, $2.80, totaling $53.92, signed R. J. MOUSSEAU.

2. Charge slip number 6 dated August 1, 1969, titled Gerber's Mobil Service, charging Sun Dance, Oglala Sioux Tribe for two 7.75 X 14 WSW tires, $50.00, signed OLETHA MOUSSEAU.

Both of above documents are in the custody of GUS NEMETZ, Pine Ridge Husky Service Station.

3. Check number 861, drawn by Oglala Sioux Sun Dance on Stockman's National Bank, Rushville, Nebraska, dated September 23, 1969, payable to Pine Ridge Husky Service in the amount of $349.76.

Witnesses:

GUS NEMETZ
ROBERT J. MOUSSEAU
OLETHA MOUSSEAU

NW 55293 DocId:32989685 Page 132

Item 2. Purchase of Linoleum for Installation in House Rented From Tribe.

ROBERT J. MOUSSEAU did on or about August 12, 1969, knowingly convert to his own use the sum of $47.42, being funds of the Oglala Sioux Sun Dance, an Indian Tribal organization, in that he purchased from Hinn's Hardware and Furniture Store, Rushville, Nebraska, linoleum, which was delivered to and installed in a house which was rented by him from the Oglala Sioux Tribe. This linoleum was paid for by check drawn on the Oglala Sioux Sun Dance by said ROBERT J. MOUSSEAU in violation of Title 18, Section 1163, U. S. Code.

Records:

Check number 830 drawn by Oglala Sioux Sun Dance on Stockman's National Bank, Rushville, Nebraska, dated August 12, 1969, in favor of Hinn's Hardware in the amount of $47.42, signed by ROBERT J. MOUSSEAU.

Witnesses:

CHARLES HINN
ROBERT J. MOUSSEAU

Item 3. Check for $250 Noted for Operating Expenses and Advertising.

ROBERT J. MOUSSEAU, in violation of Title 18, Section 1163, U. S. Code, did, on or about July 11, 1969, knowingly convert to his own use the sum of $250 being funds of the Oglala Sioux Sun Dance, an Indian Tribal Organization, in that he issued a check payable to himself in the amount of $250, drawn on the funds of the Oglala Sioux Sun Dance deposited in the Stockman's National Bank, Rushville, Nebraska. The check is noted for "operating expenses and advertising," and MOUSSEAU is unable to produce any document or explanation supporting the payment of this amount to himself.

Records:

Check number 639 drawn by Oglala Sioux Sun Dance on Stockman's National Bank, Rushville, Nebraska, dated July 11, 1969, in favor of ROBERT J. MOUSSEAU in the amount of $250, signed by ROBERT J. MOUSSEAU.

Witness:

ROBERT J. MOUSSEAU

Item 4. Check for $85 noted Technical Assistance.

ROBERT J. MOUSSEAU, in violation of Title 18, Section 1163, U. S. Code, did, on or about July 26, 1969, knowingly convert to his own use the sum of $85, being funds of the Oglala Sioux Sun Dance, an Indian Tribal organization, in that he issued a check payable to himself in that amount drawn on the funds of the Oglala Sioux Sun Dance deposited in the Stockman's National Bank, Rushville, Nebraska. The check is noted "Technical Assistance", and MOUSSEAU is unable to produce any document or explanation supporting the payment of this amount to himself.

Records:

Check number 668, drawn by the Oglala Sioux Sun Dance on Stockman's National Bank in Rushville, Nebraska, dated July 26, 1969, in favor of ROBERT J. MOUSSEAU in the amount of $85, signed by ROBERT J. MOUSSEAU.

Witness:

ROBERT J. MOUSSEAU

Item 5. Transfer of $1,600 From Oglala Sioux Sun Dance to Oglala Sioux Stampede.

ROBERT J. MOUSSEAU did, during the period July 19, 1969 through August 25, 1969, willfully misapply funds of the Oglala Sioux Sun Dance, an Indian Tribal organization, in that he transferred such funds in the amount of $1,600 from the Oglala Sioux Sun Dance to the Oglala Sioux Stampede by means of two checks, one of which was numbered 650, dated July 19, 1969, in the amount of $600, and the other which was number 845, dated August 25, 1969, in the amount of $1,000, both without proper approval or authorization by the Oglala Sioux Tribe, and in violation of Title 18, Section 1163, U. S. Code.

NW 55293 DocId:32989685 Page 134

Records:

1. Check number 650 drawn by the Oglala Sioux Sun Dance on Stockman's National Bank, Rushville, Nebraska, dated July 11, 1969, in favor of Stockman's National Bank in the amount of $600, signed by ROBERT J. MOUSSEAU;

2. Check number 845 drawn by the Oglala Sioux Sun Dance on the Stockman's National Bank in Rushville, Nebraska, dated August 25, 1969, in favor of Oglala Sioux Stampede, in the amount of $1,000, signed by ROBERT J. MOUSSEAU;

3. Deposit tickets of Oglala Sioux Stampede dated July 19, 1969 and August 25, 1969, showing deposits in Stockman's National Bank, Rushville, Nebraska, of the amounts listed in numbers 1 and 2 above;

4. Minutes of the Oglala Sioux Tribal Council:

Regular Session, April 8 through May 8, 1969;
Special Session, June 10 and 11, 1969;
Regular Session, July 8 through July 17, 1969;
Special Session, August 21, 1969.

Witnesses:

ROBERT J. MOUSSEAU
ENOS POOR BEAR
WALLACE LITTLE FINGER

NW 55293 DocId:32989685 Page 135

MP 70-5434

Item 6. Payment of $1,147.74 to MELVIN "JACK" POURIER for use of Rodeo Stock.

ROBERT J. MOUSSEAU and RICHARD A. WILSON, did, on or about August 11, 1969, willfully misapply funds of the Oglala Sioux Stampede, an Indian Tribal organization, in that they paid, or caused to be paid to MELVIN POURIER, also known as JACK POURIER, $1,147.74 of such funds for the use of rodeo stock without having obtained Tribal approval, when in fact one JACK STEELE had previously been approved by the Oglala Sioux Tribal Council to provide said rodeo stock, all in violation of Title 18, Section 1163, U. S. Code.

Records:

1. Check number 207 drawn by the Oglala Sioux Stampede on Stockman's National Bank, Rushville, Nebraska, dated August 11, 1969, in favor of MELVIN POURIER in the amount of $1,147.74, signed by ROBERT J. MOUSSEAU;

2. Minutes of the Oglala Sioux Tribal Council:

Regular Session, April 8 through May 8, 1969;
Special Session June 10 and 11, 1969;
Regular Session July 8 through July 17, 1969;
Special Session, August 21, 1969.

Witnesses:

RICHARD A. WILSON
ROBERT J. MOUSSEAU
JACK STEELE
MELVIN POURIER
LLOYD TWISS

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

(1) Date 11/5/69

The paid checks and bank statements of the Oglala Sioux Sun Dance for the period April 10, 1969 through September 29, 1969 and the paid checks and bank statements of the Oglala Sioux Stampede for the period July 21, 1969 through September 11, 1969, all pertaining to accounts maintained in the Stockmans National Bank, Rushville, Nebraska, were examined in the office of the Pine Ridge Police Department, Pine Ridge Indian Reservation, Pine Ridge, South Dakota. These checks and statements were made available by Agency Special Officer LAWRENCE J. GLOVER.

A checkbook of Oglala Sioux Sun Dance and a plastic case containing notes and invoices were obtained from BILL BATESE, Tribal Administrative Manager, on October 16, 1969. These were obtained by him from ROBERT J. MOUSSEAU under a tribal court order. The contents of the plastic briefcase were inventoried and examined.

All of the above checks, statements, checkbook, and other documents were returned to the custody of Agency Special Officer GLOVER upon completion of the examination.

The following information was obtained regarding the Oglala Sioux Sun Dance:

All checks returned by the bank as paid were listed in numerical order to insure the presence of all checks. All checks beginning with Number 604, dated May 13, 1969 through Number 863 issued September 24, 1969, with the exception of checks numbered 861 and 862, were accounted for. The details regarding these checks appear in the working papers.

A Statement of Source and Disposition of Funds for the period May 1, 1969 through September 29, 1969 was prepared. This statement appears in the working papers.

It was determined the following transfers of funds were made to the Oglala Sioux Stampede account:

On 10/13/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/4/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 70-5434

(2)

Date	Check Number	Payable to	
July 19, 1969	650	Stockmans National Bank	$ 600.00
August 25, 1969	845	Oglala Sioux Stampede	1000.00
			$1600.00
September 11, 1969	Transferred by bank to cover overdraft in Oglala Sioux Stampede account		89.42
			$1689.42

It was noted there was no supporting data for any of the checks totaling $742, paid to ROBERT J. MOUSSEAU for per diem and other expenses; for checks totaling $165, paid to OLETHIA MOUSSEAU for services rendered; or for checks totaling $663.60, paid to PAUL APPLE for per diem expenses and services. Schedules providing the details of these items are included in the work papers.

It was determined invoices which were unpaid amounted to $1035.23. Details of these invoices appear in the work papers. Outstanding checks at the date of examination amounted to $689.14. Details of these checks appear in the work papers.

It was determined that included in the total of $349.76 paid by check number 861, dated September 23, 1969, to Pine Ridge Husky Service Station were the following items:

> Charge slip number 2, dated July 14, 1969, charging Oglala Sioux Tribe Sun Dance for two 775 by 14 premium tires, $25.56 each, total of $51.12; and 7.4 gallons of gas, $2.80 for a total charge slip of $53.92. This slip was signed R. J. MOUSSEAU.
>
> Charge slip number 6, dated August 1, 1969 charging Sun Dance - Oglala Sioux Tribe for two 775 by 14 WSW tires, $50.00. This slip was signed OLETHIA MOUSSEAU.

These tires in the total amount of $101.12 were installed on the personal car of ROBERT J. MOUSSEAU. It was noted this check was cashed by GUS NEMITZ, proprietor

of Pine Ridge Husky Service Station at the Sioux Nation Shopping Center. Another check was deposited by the shopping center which was returned marked "Non-sufficient Funds".

It was also determined check number 830, dated August 12, 1969, in the amount of $47.42, payable to Hinn Hardware, was in payment of an invoice for linoleum delivered to and installed on the floor of a house rented from the Oglala Sioux Tribe by ROBERT J. MOUSSEAU.

The following information was obtained regarding the Oglala Sioux Stampede:

All checks paid by the bank during the period July 21, 1969 through September 11, 1969 were listed and examined. All checks beginning with number 101, dated July 21, 1969 through number 215, dated August 22, 1969 were accounted for with the exception of numbers 111, 122, 130, 143, 151, 159, 161, 174, 178, 197, 198, and 206. Details of these checks appear in the work papers.

A Statement of Source and Disposition of Funds for the above period appears in the work papers.

It is noted the following amounts were received from the Oglala Sioux Tribe Sun Dance:

July 19, 1969		$ 600.00
August 25, 1969		100.00
		$1600.00
September 11, 1969	Transfer by bank to cover overdraft	89.42
		$1689.42

It was determined ROBERT J. MOUSSEAU received a total of $127.00 in checks for which there is no supporting data. Details of this amount appear in the working papers.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date November 6, 1969

The following minutes of the Oglala Sioux Tribal Council, Pine Ridge, South Dakota, were obtained from ENOS POOR BEAR, Tribal President, and were reviewed.

Regular Session, April 8 through May 8, 1969;

Special Session, June 10 and 11, 1969;

Regular Session, July 8 through July 17, 1969;

Special Session, August 21, 1969.

The Administrative Operating Procedures of the Oglala Sioux Tribe were obtained from BILL BATESE, Administrative Manager of the Oglala Sioux Tribe, and were reviewed.

The following information was obtained from a review of these minutes:

April 17, 1969: The Tribal Council approved the running of the Sun Dance to be held August 7, 8, 9, and 10, 1969.

May 2, 1969: The Council approved the holding of a rodeo during the Sun Dance, August 7, 8, 9, and 10, 1969, in the afternoons, and that JACK STEELE be given the contract to stage such a rodeo. ROBERT J. MOUSSEAU was appointed as Sun Dance Director for 1969. PAUL APPLE was approved as Assistant Sun Dance Director for 1969.

June 11, 1969: Tribal Council approved an appropriation for the Sun Dance of $5,000.

August 21, 1969: Sun Dance Director ROBERT J. MOUSSEAU requested the Council appropriate an additional $3,000 for the budget to cover extra expenses incurred to operate the Sun Dance. This motion was defeated.

July 15, 1969: The Tribal Council approved the entering into a leasing agreement with Dakota Leasing to obtain rodeo equipment for the Sun Dance rodeo.

On 10/13/69 - 10/29/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 11/4/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

No reference was found to any individual other than JACK STEELE who was authorized by the Tribe to run the rodeo in connection with the Sun Dance. Neither was there any approval in the setting up of a committee to run said rodeo.

The following information was obtained from a review of the Administrative Operating Procedures of the Oglala Sioux Tribe:

Section IV, Accounting and Financial Management, C. Travel, 1. Authorization, states as follows:

> "Travel authorizations approved by the Tribal President or Acting President shall be issued in advance for all travel to be performed by travel officials and employees. Such authorizations, which include dates of travel, places of travel, per diem rates, account to be charged, mode of travel, mileage rate and related information. Each travel authorization shall be signed by the Treasurer to assure conformance with the approved budget and shall be approved by the President or the Acting President of the Executive Committee.
>
> "5. Certified Statement of Travel Expenses. Within ten days after the completion of any travel which has been properly authorized, the Traveler will file with the Finance Officer a certified statement of travel performed by voucher form. This statement will be attached to the payment voucher to support payment of travel expenses. This statement will be required even though a cash advance may have been made, and failure to file such a statement will be sufficient cause for appropriate action against the traveler as deemed by the Executive Committee. The Treasurer shall certify all travel vouchers as to amount authorized for payment in accordance with Tribal regulations."

Copies of the minutes of the Executive Committee of the Oglala Sioux Tribe maintained in the office of the Law and Order Branch were reviewed for June, July, and August of 1969. No reference to a blanket approval of Sun Dance Committee expenditures was found.

NW 55293 DocId:32989685 Page 141

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 24, 1969

The following items were contained in a brown plastic briefcase obtained from BILL BATESE, Administrative Manager, Oglala Sioux Tribe. It was obtained by him from ROBERT J. MOUSSEAU on October 14, 1969, in compliance with a Court Order issued by the Oglala Sioux Tribal Court. These items are as follows:

1. Checkbook, Oglala Sioux Tribe Sun Dance account maintained at Stockman's Mational Bank, Rushville, Nebraska, beginning with Check Number 608 issued June 27, 1969, through Check Number 863 issued September 24, 1969. Unused checks numbered 864 through 1048 were in the checkbook unused.

2. Letter from Stockman's National Bank listing an overdraft in the Stampede account and a transfer of $89.42 from the Sun Dance to the Stampede account.

3. Invoice, Bison State Telephone Company, Custer, South Dakota.

4. Envelope containing six deposit tickets, Stockman's National Bank and adding machine tape.

5. Copy of memo to WALLACE L. FINGER from Executive Committee recommending revision of Sun Dance budget from $5,000 to $8,000.

6. Invoice from Mayer Radio, Rapid City, South Dakota for $104.00.

7. Paid statement, L. C. Thies and Son, Grocery and Meats, $970.35.

8. List of applicants for concession stands for the 1969 Sun Dance.

9. Receipt given by R. IRON CLOUD to ROBERT J. MOUSSEAU September 9, 1969, for $500 for Sun Dance contest.

On 10/16/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

10. Invoice from Western Union, $3.39.

11. Statement from Harris Sales, 114 Niobrara Avenue, Albaie, Nebraska, 20488, marked paid, September 23, 1969.

12. Statement, Maverick Service Center (Pine Ridge Huskey Service Station), Sun Dance, $349.76, noted check, ROBERT MOUSSEAU, $10, paid August 23, 1969.

13. Six sales tickets, H & M Shopping Center, White Clay, Nebraska, marked paid August 25, 1969, Number 847.

14. Letter, self-addressed envelope, and check to Pine Ridge Camp Grounds requesting reservations for August 8 and 9, 1969, for KENNETH J. MEYERS, Huron College, Huron, South Dakota.

15. Postal Money Order, $15, payable to Sun Dance Committee from Sp./4 H. LUTSKE, Ft. Bragg, North Carolina.

16. Program for Stampede.

17. Numerous handwritten notes showing amount of change given to certain ticket sellers.

18. Green cloth coin bag stamped "Smith Amusement Company".

19. Yellow cloth coin bag marked "Stockman's National Bank".

20. Stenographer's notebook containing various notes and figures of a miscellaneous and unidentifiable nature. Placed in the pages of the notebook were the following:

a. Numerous unpaid bills and statements listed elsewhere in the working papers;

b. Copy of bank debit slip;

c. Handwritten notes of various descriptions.

NW 55293 DocId:32989685 Page 143

MP 70-5434

Oglala Sioux Sun Dance
Source and Disposition of Funds
5/1/69 - 9/29/69

Source of Funds:

Balance on hand 4/10/69		$ 90.20	
Transfer of funds from Oglala Sioux Tribe, as appropriated	$8,000.00		
Less: Return to tribe as reimbursement for charge fund	300.00*		
		7,700.00	
Proceeds of note		1,500.00	
Proceeds of Sun Dance		4,982.41	
TOTAL FUNDS AVAILABLE			$14,272.61

Disposition of Funds:

Non-cash items:		
Payment of loan	1,500.00	
Transfer to Stampede Account	89.42	
Other bank charges	15.25	
		1,604.67
Cash disbursements:		
ROBERT J. MOUSSEAU, per diem, expenses, and services	742.00	
PAUL APPLE, per diem, expenses, and services	663.60	
DICK WILSON, per diem and expenses	85.00	
Others, per diem, booster trips, etc.	307.00	

*This amount was given to R. J. MOUSSEAU by W. L. FINGER in cash. Therefore, the Sun Dance fund received the full $8000 appropriated.

(Cash disbursements continued)

OLETHA MOUSSEAU, services	$ 165.00	
Materials and supplies	2,604.87	
Labor, arena, rodeo, grounds, carpenters, etc.	1,859.00	
Transfer to Oglala Sioux Stampede	1,600.00	
Participants, Sundancers, Singers, arena, aides, etc.	1,510.00	
Food, collection and preparation	1,341.43	
Wages, gate watchers, traffic direction, and deputies	1,250.00	
Unidentified services rendered	128.00	
Sun Dance preparation (PETE CATCHERS, Sun Dance Chief)	100.00	
Gate change	100.00	
Camera equipment	100.00	
Miscellaneous	92.42	
		$12,648.32
TOTAL DISPOSITION OF FUNDS		$14,252.99

Balance per bank, 9/29/69 -- $19.62

NW 55293 DocId:32989685 Page 145

MP 70-5434

Oglala Sioux Sun Dance
Summary of Amounts Received by
ROBERT J. MOUSSEAU and OLETHA MOUSSEAU

Date	Check #	Payee	Description	Other Endorsements	Amount
7/3/69	609	RJM	Booster and advertising trip, Black Hills and Rosebud		$ 32.00
7/8/69	611	RJM	Per diem and partial mileage, Rapid City		35.00
7/9/69	616	RJM	Booster trip, Rapid City		20.00
7/9/69	637	RJM	Booster trip, Rapid City	Black Hills Greyhound Racing Assn.	60.00
7/9/69	638	Cash	Feed Participants	"	30.00
7/11/69	639	RJM	Operating Expenses and advertising		250.00
7/25/69	660	RJM	Per diem - 2 days	Hilltop Liquor Store	32.00
7/26/69	668	RJM	Technical Assistance		85.00
7/29/69	676	Pine Ridge Husky Service Station	Per diem and Labor - Hill City		36.00

NW 55293 DocId:32989685 Page 146

MP 70-5434

Date	Check #	Payee	Description	Other Endorsements	Amount
7/31/69	679	None	Per diem	Hilltop Liquor Store	$ 16.00
7/31/69	680	Pine Ridge-Husky Service Station	Per diem		36.00
8/2/69	699	None	None	"	16.00
8/28/69	848	RJM	None	State Bank of Eagle Butte	30.00
8/29/69	850	RJM	Per diem	Dale's Texaco, Rapid City	36.00
9/1/69	855	Liquor Mart	None		28.00
				TOTAL	$742.00

OLETHA MOUSSEAU

7/15/69		OLETHA MOUSSEAU	Service Rendered - Cooking Area		$150.00
8/30/69		OLETHA MOUSSEAU	Post Sun Dance Cleanup		15.00
				TOTAL	$165.00

MP 70-5434

Oglala Sioux Sun Dance
Summary of Amounts Received by
PAUL APPLE

Date	Check #	Payee	Description	Other Endorsements	Amount
5/13/69	604	PA	Per diem		$ 6.00
6/24/69	607	PA	Mileage		5.60
7/9/69	613	PA	Booster Trip, Rapid City		10.00
7/9/69	618	PA	"		30.00
7/23/69	654	PA	Labor - Per diem -2 days		82.00
8/1/69	686	PA	Labor-foreman		76.00
8/4/69	701	PA	Announcing		100.00
8/6/69	706	PA	Supervisor		54.00
8/8/69	708	PA	Hauling beef		10.00
8/9/69	750	PA	Pow-wow Announcer	OST-ROBERT J. MOUSSEAU	100.00
8/10/69	825	PA	Announcer		100.00
8/29/69	849	PA	Post Sun Dance Cleanup		90.00
				TOTAL	$663.60

NW 55293 DocId:32989685 Page 148

MP 70-5434

Oglala Sioux Stampede
Source and Disposition of Funds
7/19/69 - 9/11/69

Sources of Funds:

Proceeds from gate	$7,168.42	
Transfer of funds from Oglala Sioux Sun Dance	1,689.42	
Proceeds of note	1,500.00	
TOTAL FUNDS		$10,357.84

Disposition of Funds:

Other Than Cash:

Repayment of loan	1,500.00	
Bank charges	9.36	
Bad checks charged back by bank	100.15	
TOTAL		1,609.51

By Checks Issued:

Prizes and Participation	4,135.32	
Rodeo stock	1,147.74	
Labor	1,044.00	
Lease of rodeo equipment	750.00	
Materials	509.00	
Unidentified charges	353.00	
Welding, plumbing, and electrical	261.00	
Utilities	168.97	
Per diem	102.00	
Judges	90.00	
All American Indian Activities Assn.	84.40	
Meals for prisoners and office help	77.90	
Cash	25.00	
TOTAL		8,748.33
TOTAL DISPOSITION OF FUNDS		$10,357.84

MP 70-5434

9/11/69 and 10/15/69 -- Balances per bank statement -0.00-

NW 55293 DocId:32989685 Page 150

MP 70-5434

Oglala Sioux Stampede
Items "attained" by R. J. MOUSSEAU

Date	Check #	Payee	Description	Where Cashed	Amount
7/29/69	101	Cash	Per diem	Hilltop Liquor Store	$ 18.00
7/29/69	102	Cash	Per diem	Black Hills Greyhound Racing Assn.	36.00
7/29/69	103	Cash	Per diem	"	25.00
8/17/69	213	ROBERT J. MOUSSEAU	Per diem and personal car	ROY SMITH	48.00
			TOTAL		$127.00

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

(1) Date 11/5/69

ROBERT J. MOUSSEAU, Pine Ridge, South Dakota, was interviewed in the Pine Ridge Reservation Police Station in the presence of Police Lieutenant FRED TWO BULLS. He was advised of the official identity of the interviewing agent and was advised that the nature of the interview was concerning the embezzlement of tribal funds. MOUSSEAU was advised of his constitutional rights by presentation of an Advice of Rights Form. After reading this form, he agreed to waive his rights and signed a Waiver of Rights form. MOUSSEAU provided the following information:

He is secretary of the Oglala Sioux Tribe and was Sun Dance director for the year 1969. The tribal council had given JACK STEELE a contract to put on a rodeo in conjunction with the annual Sun Dance. The agreement was the tribe was to get twenty-five percent of the profit and STEELE, seventy-five percent.

DICK WILSON and MOUSSEAU took it upon themselves to handle the rodeo, as no committee had been appointed by the tribe. Several attempts have been made to contact STEELE to help plan the rodeo but he could not be reached. A meeting was called for rodeo planning by WILSON which MOUSSEAU could not attend. Afterwards, WILSON told MOUSSEAU that STEELE had backed out of the rodeo because he was not getting enough money. WILSON said JACK POURIER would take the rodeo, so the committee gave it to him, feeling that they could not get anyone else from the outside.

The arrangement with JACK POURIER was a 50 - 50 split with the tribe. There was no tribal approval for the change in contract. MOUSSEAU continued stating the tribe authorized the rodeo with no money. He told the tribal council in special session he was going to use Sun Dance money for the rodeo. At this point MOUSSEAU was provided with a copy of the minutes of the tribal council for the pertinent periods, and he was unable to find any reference to his having so notified the tribal council.

On 10/29/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/4/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

(2)

MOUSSEAU said he told the council he did not want to run the Sun Dance and felt a committee should do so. The council decided that the executive committee of the tribe would be the Sun Dance committee.

The rodeo has lost money because entry fees amounting to $60 to $80 were paid by checks which were not good. MOUSSEAU expects the All American Indian Activities Association to make good on these checks. In regard to the receipts by the Sun Dance and the Stampede, MOUSSEAU stated tickets were sold at the rodeo but were not accounted for. Admission was gained to the Sun Dance by stamping the hands of people as they paid. He could not see anything wrong with this system, as it has always been like this. In regard to the transfer of funds from the Sun Dance to the rodeo, MOUSSEAU stated he assumed that since both activities were tribal sponsored, the money could be interchanged.

WALLACE LITTLE FINGER, Tribal Treasurer, gave him, MOUSSEAU, the checkbook for the Sun Dance and stated he did not want anything to do with it.

As to the booster trip made to Rapid City, MOUSSEAU said he took eight to ten people from Pine Ridge and got several more Indians who lived in Rapid City to participate. JACK FASH (phonetic) promoted and suggested the idea. Transportation to Rapid City was provided by tribal station wagon and two Government cars (General Services Administration). MILES BOLLINGER, Superintendent of Schools, approved the use of these vehicles. The group traveled to Rapid City. Upon arrival there, MOUSSEAU paid for the lunch in the amount of approximately $30.00 Following the meal, these people went to the Greyhound Race Track where they put on several dances in the middle of the field. MOUSSEAU stated the Sun Dance lost money because of the rodeo. He stated the filming of the Sun Dance and the rodeo by CASEY TIBBS and JOEL MC RAY was set up by LLOYD EAGLE BULL and himself. The only payment they got was one buffalo. MOUSSEAU feels the tribe should have been paid much more than this.

MOUSSEAU is not aware of any policy on per diem or tribal authorization needed to obtain per diem payments while on a trip.

NW 55293 DocId:32989685 Page 153

MOUSSEAU was shown a copy of the administrative procedure of the Oglala Sioux Tribe and it was pointed out where such policy exists, authorization is required. MOUSSEAU then stated the policy was not followed by anyone. When inquiries were made as to the work provided for the Sun Dance by PAUL APPLE, MOUSSEAU stated APPLE was a foreman and worked on just about everything in regard to the Sun Dance, even appearing on television. He was also in charge of prisoner labor. When questioned about the payments to himself of per diem, MOUSSEAU stated these were for trips which he had made all through the Black Hills and to the Rosebud Reservation where he was advertising the Sun Dance, putting up posters, looking for ideas, etc. He was unable to provide any information or documentation as to the dates of these trips, the times involved, or exactly what each trip was for. He was unable to relate checks to specific dates. When questioned as to the $250 check received by him for "operating expenses and advertising", MOUSSEAU was unable to provide any concrete information in support of this item. He stated that he paid people to advertise the Sun Dance and to talk it up at Pow Wows; these were Toka Indians who were paid amounts of $5, $10, or $15 depending on how big the Pow Wow was. MOUSSEAU gave these people cash and did not obtain receipts. He was unable to name any of the people who obtained this money. He further stated this check was to cover use of his car for advertising, which was not included in the per diem payments. When questioned about the amount of $85 noted as being for "technical assistance", MOUSSEAU stated "That's what it was for, technical assistance". He elaborated by saying this could be construed as being his pay for running the Sun Dance. At this point MOUSSEAU stated it is his belief the Executive Committee of the tribe took action two or three weeks before the Sun Dance in which the Sun Dance Committee would "pay for everything".

In regard to the four tires purchased from Pine Ridge Husky Service Station, MOUSSEAU admitted these tires were placed on his car. He said it was his understanding that they would be on his regular bill. However, MOUSSEAU did admit that he reviewed the charge slips submitted by Husky Service Station to the Sun Dance and had seen the charges for the tires. However, he paid the bill from the Sun Dance fund anyway.

When questioned about the amount paid to Hinn Hardware for linoleum, MOUSSEAU stated that this was a tribal house and was in need of repair and therefore felt the tribe should pay for it. He stated he also had obtained pressed wood panels for under the linoleum from Rushville Lumber Company and other sources.

NW 55293 DocId:32989685 Page 155

FD-302 (REV. 3-17-69)

FEDERAL BUREAU OF INVESTIGATION

(1) Date 11/5/69

OLETHIA MOSSEAU, Pine Ridge, South Dakota, was interviewed in the Pine Ridge Reservation Police Station in the presence of Police Lieutenant FRED TWO BULLS. She was advised of the official identity of the interviewing agent and was advised that the nature of the interview was concerning the embezzlement of tribal funds. MOSSEAU was advised of her constitutional rights by presentation of an Advice of Rights Form. After reading this form, she agreed to waive her rights and signed a Waiver of Rights form. MOSSEAU provided the following information:

She received $150 from the Sun Dance fund as her pay for the time she spent working for prisoners who were cleaning up the grounds and building fences for the Sun Dance and rodeo events. The work was started approximately one month prior to the Sun Dance. Mrs. MOSSEAU stated she provided at least one, sometimes two, meals per day for as many as fifteen to sixteen men. In addition to the prisoners, PAUL APPLE, LEO LOOK TWICE, AMIL WATERS, and others who worked at the grounds were fed by her. Groceries were bought from the Sun Dance fund from Randy's Store at Whiteclay, Nebraska. The payment she received was strictly for her time and included no food. She worked approximately five days a week plus Saturdays and Sundays as the time toward the Sun Dance grew short. Mrs. MOSSEAU stated she cleaned up the Sun Dance grounds around the working area after the event had been concluded. She does not recall if she was paid anything for this.

When questioned about the tires she purchased at Pine Ridge Husky Service Station, she stated that the tires had in fact been put on their personal car. She was aware that they needed tires and her husband had stopped in and discussed the situation over with GUS NEMITZ, Manager. At the time the tires were put on the car, she did not say anything about the Sun Dance being charged for the tires. She admitted it is her signature on the charge slip. She is not aware if this charge had appeared on her personal bill or was charged to the Sun Dance. Mrs. MOSSEAU further related she and ROBERT MOSSEAU live in a house located on Sun Dance grounds. New linoleum was put in the house last summer.

On 10/29/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/4/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 70-5434
(2)

This linoleum was purchased from Hinn Hardware and Furniture at Rushville, Nebraska. The linoleum was paid for by the Sun Dance. This house is rented from the tribe.

NW 55293 DocId:32989685 Page 157

FD-302 (REV. 3-17-69)

FEDERAL BUREAU OF INVESTIGATION

(1)

Date 11/5/69

PAUL APPLE, Manderson, South Dakota, was interviewed in the Pine Ridge Reservation Police Station in the presence of Police Lieutenant FRED TWO BULLS. He was advised of the official identity of the interviewing agent and was advised that the nature of the interview was concerning the embezzlement of tribal funds. APPLE was advised of his constitutional rights by presentation of an Advice of Rights Form. After reading this form, he agreed to waive his rights and signed a Waiver of Rights form. APPLE provided the following information:

He was the announcer for the Sun Dance 1969 and has done this work for the past ten to twelve years. For the 1969 Sun Dance he was paid $300, as he was the year before. In prior years he had received about $150. In the years before 1969, a Sun Dance Board of three people ran the Sun Dance rather than one director.

ROBERT MOSSEAU had asked him to set up a booster trip to Rapid City to put on a program to advertise the Sun Dance. APPLE got a group of people together and went to Rapid City using tribal vehicles, a Government car, and a private car. There were possibly two Government vehicles involved. MOSSEAU directed APPLE to use the tribal vehicle. The group had supper at the Covered Wagon Motel; APPLE does not know who paid for the meal. After the meal, the group went directly to the dog race track and put on a show which lasted thirty to forty-five minutes. The group left after about the fourth or fifth race. APPLE is not aware of any excessive drinking or betting by anyone in the group. He said he was paid approximately $60 for making this trip. This money was to include himself as the announcer, his wife and daughter as dancers.

As to the labor he performed at the Sun Dance grounds, APPLE said he was in charge of building and fixing sunshades and toilets. He worked steady for two or three weeks and was in charge of prisoner labor and hired labor. Another man named LEO LOOKS TWICE and others were hired at $1.60 per hour. APPLE had been hired at $2.00 per hour.

On 10/29/69 at Pine Ridge, South Dakota File # MP 70-5434

SA DONALD M. WOODRING:kao 11/4/69

by Date dictated

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Prisoner labor was also used for about a week to clean up after the Sun Dance. The prisoners were provided meals at noon each day and sometimes lunch in the evening by Mrs. MOSSEAU. These numbered anywhere from three to twelve men, depending on their availability. The chief tribal judge had stated any prisoner who worked on the Sun Dance could count work time as double time on his sentence.

APPLE does not know how receipts at the gate were controlled. He thinks there were no tickets but peoples' hands were stamped as they came in. He further related the amount he received for announcing included the use of his own sound system.

NW 55293 DocId:32989685 Page 159

FD-302 (REV. 3-17-69)

FEDERAL BUREAU OF INVESTIGATION

(1) Date 10/24/69

GUS NEMITZ, Pine Ridge, South Dakota, stated he is the manager of Pine Ridge Husky Service Station. He provided the original of charge slips for the Sun Dance totaling $349.76. The following sales slips were included:

Charge slip number 2, dated July 14, 1969 Oglala Sioux Tribe Sun Dance for two 775 by 14 premium tires, $25.56 each, totaling $51.12; and 7.4 gallons of gas, $2.80; for a total of $53.92. The slip was signed by ROBERT J. MOSSEAU.

Charge slip number 6, dated August 1, 1969, Sun Dance - Oglala Sioux Tribe for two 775 by 14 WSW tires, $50.00. This slip was signed by OLETHIA MOSSEAU.

NEMITZ stated ROBERT MOSSEAU had come into his station and stated he needed tires on his personal car and since he was chairman of the Sun Dance, it was all right to put these tires on his personal car and charge them to the Sun Dance.

This total bill was paid by check number 861, payable to Husky Service Station. This check was cashed by NEMITZ at the Sioux Nation Shopping Center where it bounced on deposit.

On 10/16/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 3-17-69)

FEDERAL BUREAU OF INVESTIGATION

(1) Date 11/5/69

CHARLES HINN, owner, Hinn Hardware and Furniture Store, Rushville, Nebraska, advised he had received check number 830, dated August 12, 1969, in the amount of $47.42 in payment for linoleum delivered to the tribal house located at the fair grounds of Pine Ridge reservation. This information is based upon his recollection of the transaction and he stated he had no documentation on hand.

On 10/28/69 at Rushville, Nebraska File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/3/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency: it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date November 6, 1969

WALLACE LITTLE FINGER, Pine Ridge, stated he is the Treasurer of the Oglala Sioux Tribe. He further stated he is not aware of Sun Dance money ever having been used in the past to repair a house owned by the Tribe, located on the Sun Dance grounds, which house is presently rented and occupied by ROBERT J. MOUSSEAU.

On 10/29/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 11/3/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 3-17-69)

FEDERAL BUREAU OF INVESTIGATION

(1)

Date 11/5/69

ROBERT IRON CLOUD, Pine Ridge, stated he had received $500 in cash from ROBERT MOSSEAU which he turned over to the American Legion Post as part of the money to be paid in prizes to the dancers at the annual Sun Dance. The American Legion Post then put up an additional $275 or $300, the total being disbursed by the Legion Post to prize winners. The cash was received from MOSSEAU August 9, 1969 on a Friday evening. This was from gate receipts. The Legion Post was to have received the money on Thursday evening but there was no cash available and they were forced to wait for their receipts on Friday.

Admission was made to the Sun Dance by marking peoples' hands rather than ticket sales. The American Legion Post has participated in Sun Dance parades and Sun Dance rodeos in the last two years. IRON CLOUD stated he had been to Rapid City on a booster trip. He drove a Government vehicle. This trip was made in the latter part of July. He drove singers and equipment to Rapid City and had lunch at the Chuck Wagon Cafe upon arrival. IRON CLOUD stated the lunch was paid for by the people at the dog track. They then went to the dog track and the singers and dancers put on a show. The entire party returned that night. IRON CLOUD believes that MOSSEAU did not pay for any of the food consumed on this trip.

On 10/28/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/3/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date November 6, 1969

BILL HORN CLOUD, Pine Ridge, South Dakota, advised that he was one of the group that participated in a booster trip to Rapid City, South Dakota, the purpose of which was to promote attendance at the Sun Dance.

He traveled with ROBERT MOUSSEAU from Pine Ridge to Rapid City in a tribally-owned pickup truck. Upon arrival in Rapid City, the entire group had supper at the Wagon Wheel. The tribe paid for this meal, but HORN CLOUS does not know who handled this money. Following the meal, the entire group went to the race track and put on their entire performance. They then watched the dog races unti; approximately 11:00 p.m. and then went home.

HORN CLOUD does not know if anyone did any betting or indulging in heavy drinking. He further stated he was paid $15 for going on the trip.

On 10/28/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/31/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date 11/5/69

(1)

EDGAR RED CLOUD advised he went to Rapid City, South Dakota, for the booster trip. His role was as a Sun Dance chief and as a dancer. BOB MOSSEAU was in charge of the trip. The entire group was given a meal at the Stockmans Cafe or something like that. RED CLOUD does not know who paid for the meal. Following the lunch, the group went directly to the dog track and performed in costume. They watched the dog races and returned to Rapid City. RED CLOUD received $20 for making the trip which he cashed at the dog track. He is not aware of anyone having done any heavy drinking or betting while at the track.

On 10/28/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/3/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

(1)

Date 11/5/69

CHARLIE RED CLOUD, Pine Ridge, South Dakota, speaking through Lieutenant FRED TWO BULLS, Pine Ridge Police Department, as translator, provided the following information:

He went to Rapid City on the booster trip and was paid $25.00 for making the trip because he was dressed as a chief. He went to Rapid City in a tribal station wagon driven by one of the MOSSEAU boys. The group left at about four o'clock and drove directly to Rapid City. The first stop was at a hotel where BOB MOSSEAU paid for a meal for about ten people. Following the meal they went directly to the dog track to perform and came home following the performance. There were a total of about fifteen people in the group, including some Indians living in Rapid City.

On 10/28/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:kao Date dictated 11/3/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (REV. 3-17-69)

FEDERAL BUREAU OF INVESTIGATION

(1) Date 11/5/69

RICHARD A. WILSON, Pine Ridge, South Dakota, was interviewed in the Pine Ridge Reservation Police Station in the presence of Police Lieutenant FRED TWO BULLS. He was advised of the official identity of the interviewing agent and was advised that the nature of the interview was concerning the embezzlement of tribal funds. WILSON was advised of his constitutional rights by presentation of an Advice of Rights Form. After reading this form, he agreed to waive his rights and signed a Waiver of Rights form. WILSON provided the following information:

The tribal council took action to permit JACK STEELE to put on a rodeo in conjunction with the annual Sun Dance. He was to provide and install equipment etc. The tribe was to get twenty-five percent of the profits and STEELE, seventy-five percent. After this had been agreed to, the tribe included advertisements for the rodeo or stampede on the posters and advertisements for the Sun Dance.

STEELE had located the needed equipment in Sioux Falls. The tribe bought this equipment on a lease arrangement as STEELE was not able to come up with the money to purchase it on his own. The equipment came from Dakota Leasing, who also gave the Oglala Sioux Tribe $600 which was added to the amount of lease to bring the entire agreement up to $2500. The committee needed the additional $600 for fences and other expenses.

Since the tribe bought the equipment, the committee felt the deal should be the tribe receiving seventy-five percent and STEELE twenty-five percent. STEELE had apparently made an additional deal for use of very expensive bulls at the rodeo and wanted more money to handle this increased cost.

About thirteen days before the show was to be put on a meeting was held. STEELE could not be pinned down by the members of the committee regarding the contract. The committee then agreed with JACK POURIER that he would provide the stock for the rodeo and split 50 - 50 with the tribe for expenses. At this meeting the committee elected officers.

On 10/29/69 at Pine Ridge, South Dakota File # 70-5431

by SA DONALD M. WOODRING:kao Date dictated 11/4/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency: it and its contents are not to be distributed outside your agency.

These officers were DICK WILSON, president; LLOYD TWISS, vice-president; BOB MOUSSEAU, treasurer; and LOUIS TWISS, Jr., secretary. The expenses which were to be taken off the receipts prior to the 50 - 50 split with JACK POURIER were chutes, help, gate men, announcers, wages of other people working at the grounds, and beer. WILSON denied any knowledge of financial transactions or transfer of funds from the Sun Dance to the Stampede.

WILSON stated the $100 he received for material was for supplying planks for use on the calf chute. These planks had come out of an old dining room on the reservation and were given to WILSON for plumbing work he did for JOE JANIS. WILSON has had the planks at his home for at least five years. At this point he displayed his pay check number one dated July 27, 1969, payable to CHARLES QUIVER, in the amount of $31.50, for 70 cedar posts. When questioned about per diem expenses he received from the Sun Dance, he stated he was in Sioux Falls approximately three to four days and received $60. He took two trips to load the chutes etc. which were used at the rodeo. He has no knowledge of the other item for $25.

When asked about tribal policy regarding per diem, WILSON stated per diem is to be authorized in advance by the tribe and a voucher submitted later for payment. WILSON said he had made numerous trips to Rapid City and Chadron. He stated he did not go on a booster trip to Rapid City. WILSON stated he is a member of the Oglala Sioux Tribal Council and Administrative Resources Officer for the tribe. He provided copies of the following agreements from his files:

JACK POURIER
rodeo stock

Nelson Sound Systems

BUD WILSON
Announcer for Stampede

NW 55293 DocId:32989685 Page 168

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 24, 1969

JACK STEELE, Pine Ridge, provided the following information:

As a sideline he is in the business of promoting rodeos and providing stock for use in rodeos. He had obtained approval from the Oglala Sioux Tribal Council to run a rodeo in connection with the annual Sun Dance to be held in 1969. STEELE stated he has a partner who usually works with him in these events who is CHARLIE KRAMER of Chadron, Nebraska.

Approximately a week or a little longer before the Sun Dance, STEELE and KRAMER attended a meeting for the purpose of getting the rodeo organized. This meeting may have occurred approximately at the end of July. Present at this meeting were DICK WILSON, JACK POURIER, DAVE POURIER, LLOYD TWISS, and "JUNIOR" TWISS. BOB MOUSSEAU was not present.

STEELE and KRAMER did not like the deal which was offered to them by the committee. They wanted 75 per cent of the proceeds with 25 per cent going to the Tribe. For the 75 per cent, STEELE was to provide the stock, get cowboys, handle the advertising, etc. The 75 per cent is his usual fee.

In this case, however, the tribe was going to provide the advertising and prisoner labor. A deal was offered to STEELE and KRAMER for 50 per cent. They did not like this cut and left the meeting to talk the matter over. They went to a bar in White Clay, Nebraska, in order to discuss the matter and to have lunch. While they were in the bar, DICK WILSON arrived and told STEELE it was all over and they were out -- that someone else would handle the rodeo.

STEELE understands the matter was settled for a 50-50 split with JACK POURIER.

On 10/15/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 24, 1969

MELVIN "JACK" POURIER, Porcupine, South Dakota, provided the following information:

Under contract with the Oglala Sioux Tribe, he provided the rodeo stock, pickup men, and some labor for a total of 50 per cent of the gate at the Oglala Sioux Stampede. His agreement was made with DICK WILSON, LLOYD TWISS, and LOUIS TWISS, Jr. The actual agreement was signed by ROBERT MOUSSEAU and DICK WILSON.

POURIER stated he was sent for by DICK WILSON to attend a meeting held approximately a week to ten days before the rodeo date. He and his son DAVID attended this meeting. At the meeting he was asked what he would charge to run the rodeo. He was at that time told JACK STEELE wanted 75 per cent. POURIER stated he would accept 50 per cent if the tribe would provide the help.

His final agreement was for 50 per cent with the tribe providing one half of the help. He accepted this settlement and did in fact supply the rodeo stock and several men to help with the rodeo. He was paid approximately $1,100 for this.

His son DAVID was present with MOUSSEAU and WILSON at the time the gate receipts were counted and his share computed.

On 10/16/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 24, 1969

LLOYD TWISS, Pine Ridge, provided the following information:

He was a member of a committee formed about three weeks before the rodeo took place. The committee consisted of DICK WILSON as Chairman, BOB MOUSSEAU, LOUIS TWISS, JR., and himself. He was present at a meeting held approximately one week before the rodeo.

It was discussed that JACK STEELE was supposed to line everything up for the rodeo but he had not done anything at this point. JACK POURIER and his son were present at the meeting and discussed the cost of providing rodeo stock.

JACK STEELE and his partner, a man named KRAMER, arrived at the meeting. STEELE and his partner wanted a percentage of the receipts, while POURIER had asked for about $1,200. After some discussion, KRAMER and STEELE left the meeting.

A day or two later JACK POURIER agreed to supply the stock and help at the rodeo for a 50-50 split of the profit with the tribe. TWISS said it was his understanding WILSON and MOUSSEAU would take care of council resolution allowing POURIER to handle the rodeo. TWISS further stated he worked at the rodeo as the arena director. He stated that there was no control over sales at the gate as no tickets were sold.

On 10/16/69 at Pine Ridge, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 171

FD-302 (Rev. 4-15-64)

FEDERAL BUREAU OF INVESTIGATION

Date October 24, 1969

JERRY GLAZE provided the following information:

He is the Director of Educational Sales of Dakota Leasing Company, Inc., 717 St. Joseph Street, Rapid City. He had made arrangements through negotiations with DICK WILSON in Sioux Falls, South Dakota, to buy rodeo equipment and lease it to the Oglala Sioux Tribe for a payment of $750 per year for a term of five years. The title to this equipment would pass to the tribe at the completion of the five-year term.

The equipment involved includes a rodeo arena consisting of bucking chutes, corrals, holding pins, roping chutes, roping corrals, and a loading chute. This equipment was purchased from BEN BRUNE, Route 2, Box 136, Sioux Falls, South Dakota.

GLAZE provided a xerox copy of the contract with the tribe which is dated July 15, 1969, signed by ROBERT J. MOUSSEAU, WALLACE LITTLE FINGER, THEODORE TIBBITTS, and ENOS POOR BEAR for the tribe, and by G. E. BARBER, Vice President for Dakota Leasing.

On 10/15/69 at Rapid City, South Dakota File # MP 70-5434

by SA DONALD M. WOODRING:rfs Date dictated 10/20/69

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

September 7, 1972

1 - Mr. Arendt

Mr. Dick Wilson
President
Oglala Sioux Tribe
Pine Ridge, South Dakota 57770

CGP

Dear Mr. Wilson:

This is to acknowledge receipt of your letter dated August 30, 1972, with two enclosures.

I have instructed a representative of our Minneapolis Office to contact you relative to the matters you make reference to in your letter.

Sincerely yours,

L. Patrick Gray III

L. Patrick Gray, III
Acting Director

MAILED 5
SEP 7 - 1972
FBI

EX-116

REC-37 1-0 3122

HWA/llh
(4)

SEE NOTE PAGE TWO

19 SEP 8 1972

2 - Minneapolis

NOTE TO SAC MINNEAPOLIS: Reference is made to Bureau airtel to Minneapolis 9/6/72, captioned "Crimes Occurring on Pine Ridge Indian Reservation; CGR." This relates to referenced airtel.

DTP

Felt
Baker
Bates
Bishop
Callahan
Cleveland
Conrad
Dalbey
Jenkins
Marshall
Miller, E.S.
Powell
Sovars
Walters
Tele. Room
Mr. Kinley
Mr. Armstrong
Mrs. Neenan

SEP 14 1972

MAIL ROOM TELETYPE UNIT

NOTE: Dick Wilson advises he has received complaints concerning a lack of investigations made against non-Indians who are alleged to have committed crimes against Indians. He believes part of the fault lies with the Agent assigned to investigate these cases inasmuch as he believes this Agent has been assigned there too long. The two letters that were enclosed to his letter appears to relate to the same case wherein 3 calves were stolen by a non-Indian on the Pine Ridge Reservation and the U. S. Attorney apparently failed to prosecute the person responsible. Bureau indices reflect that Wilson may be identical to Orlin Wayne Wilson, aka, subject of Bufile 89-725, who together with other Sioux Indians in October, 1954, were arrested for assaulting 3 members of the U. S. Indian Service, Pine Ridge, South Dakota. Orlin Wilson and others were subsequently indicted by the Federal Grand Jury, Omaha, Nebraska; however, the indictment against him was dismissed in May, 1956. Minneapolis being instructed to contact Wilson for specifics referred to in his letter and to advise the Bureau by COB 9/15/72, results of contact.

NW 55293 DocId:32989685 Page 174

OGLALA SIOUX TRIBE

PINE RIDGE, SOUTH DAKOTA 57770 TELEPHONE 605/867-5821

DENT: DICK WILSON

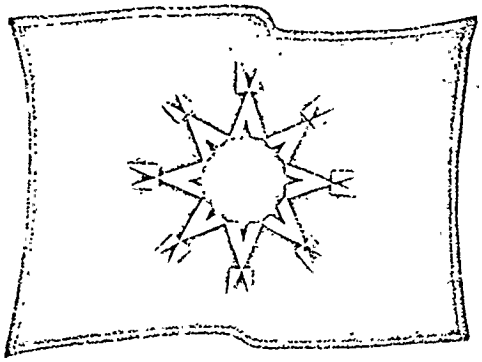
PRESIDENT: DAVE LONG

ETARY: TOBY EAGLE BULL

SURER: EMMA T. NELSON

MEMBER: EVERETT LONE HILL

Office of Dick Wilson, President



Aug. 30, 1972

United States Department of Justice
Federal Bureau of Investigation
Washington, D.C.

Dear Sir:

Enclosed are copies of letters I have received relative to law enforcement on the Pine Ridge Indian Reservation. In addition to these letters several other complaints have come to me relative to the lack of proper investigations made against non-Indians alleged to have committed crimes against Indian people.

I, believe part of the fault lies with the agent assigned to investigate the 14 major crimes here on the Pine Ridge Indian Reservation inasmuch as I believe he has been assigned here too long. I also believe that the Bureau of Indian Affairs should revamp their law enforcement system and take their enforcement system out of politics. The record of convictions in the federal court will bear these allegations out. No District Attorney could possibly lose as many cases as our present District Attorney has if proper investigations were made on the crimes committed and brought before the court.

Your immediate attention and action in this matter will be greatly appreciated by all members of the Oglala Sioux Tribe, I am sure.

Respectfully yours,

Dick Wilson

Dick Wilson
President of the Oglala Sioux Tribe

Encl.

cc; President Richard Nixon
Senator George McGovern

Gerald M. Clifford
P. O. Box 58
Manderson, South Dakota
August 24, 1972

Mr. William Clayton
United States Attorney
Sioux Falls, South Dakota

Dear Mr. Clayton:

I have every reason to believe that the handling of major crimes on the Pine Ridge Reservation by your office including the proper investigative, case building procedure, and prosecution has been far from adequate. I am particularly concerned because of my personal experience with the hit and run death of my father and your failure to get a conviction of the man responsible and now the theft of his cattle. You may recall in a special session of the United Sioux Tribes at Pine Ridge, South Dakota last spring at which you were present I specifically called on you to accept and prosecute complaints of Indian cattlemen.

Let me describe to you facts regarding the handling of theft of calves from my father's estate, which in my estimation is a disgrace to the whole Federal system of law.

1. Three calves were stolen from my father's estate on or about July 5, 1972.

2. Only July 6, 1972, Billy and Danny Grooms sold four calves at the Gordon, Nebraska sales ring.

3. One of the four calves had my fathers brand on it (JSC RR). The other calves were slick, i.e. no brands.

4. The brand inspector held up the check of the branded calf. The others were sold and check received.

5. On July 8, 1972, the Pine Ridge Tribal police called my home.

6. Late on July 8, 1972, my wife called me at Denver, Colorado, where I was attending a business meeting.

7. I drove to Manderson, South Dakota, contacted a Tribal police officer -- he picked me up on July 9, 1972 and we drove to Gordon, Nebraska. I identified the calf. The officials at Gordon asked me if I wanted the calf or the money. I responded I want to prosecute the thief. The response was - we can't do anything -- it is an Indian cow.

8. I spent two days trying to get some one to carry out an adequate investigation, had to make my own arrangements for hauling the branded calf and its mother to a place where Tribal officials

NW 55293 DocId:32989685 Page 176

could watch it. And in short, initiated all action myself to insure that there would be a case - including seeing that pictures were taken.

9. Three weeks after the theft, I finally received a call from my wife (from Manderson, South Dakota - I was in Denver, Colorado) - her message - the F.B.I. investigator is here and wants to talk to you. The investigator asked if I would testify in the event of a trial. (I paid for the phone call)

These are the facts. Now I would like to submit to you my opinion.

A. Investigative procedure:

1. Because the theft of Indian cattle by white-men on the reservation is a common occurance, and because prosecution has such a poor record of convictions - I suggest a special program to train federal law enforcement officers i.e. F.B.I. and BIA on how to investigate cattle rustling. For that matter, I suggest training in every area of investigation.

2. I further suggest that BIA law inforcement officers be removed from line authority of Agency, and Area offices and that they function only out of a central office independent of political control.

3. I further suggest that the BIA and F.B.I. establish some kind of cooperative procedure to deal with major crimes against Indians.

B. Prosecution:

1. I suggest the U. S. Attorney's office request from the Federal Government an adequate budget to effect a reasonable approach to prosecution.

2. I suggest that jurors in federal court be Indians from the reservations where the crime is committed.

C. Finally and above all I would suggest scraping the whole system with action by congress to set up a Major Indian Crimes Justice system using Tribal judges and courts including the prosecution of white-men on Indian reservations by Indian courts. With powers by Tribal courts to convict non-Indians to federal prisons.

In summary, I do hope you fulfill your commission as U. S. Attorney in this matter of prosecuting the theives who are a menace to Indian society.

Enclosure:

COPIES SENT TO:

Senator McGovern
Senator Mundt
Congressmen Abourezk
Senator Kennedy
Senator Harris
Senator McGee
William Klinedinst
Louis R. Bruce
Mitchell Melick
Carleton Stoiber
Richard Wilson
Wester Two Hawk
Theodore Tibbitts
T. O. Traverse
Sam Deloria
Tim Vollmann

tor
d H. Getches
ty Director
E. Echohawk
ors
oh J. Brecher
nas W. Fredericks
el H. Israel
ne T. Knight
glas R. Nash
rt S. Pelcyger
nas L. Smithson
el J. Taatte
les F. Wilkinson

tant to the Director
L. Carpenter

Native American Rights Fund
1506 Broadway • Boulder, Colorado 80302 • (303) 447-8760

13

Of Counsel
Reed Peyton Chambers
Vine Deloria
Thomas N. Tureen

Washington Office
1712 N Street N.W.
Washington, D.C. 20036
(202) 785-4166

Staff Attorney
L. Graeme Bell III

2 August 1972

Mr. Gerald Clifford
Executive Director
Coalition of Indian
Controlled School Boards
770 Grant, Suite 1
Denver, Colorado 80203

Dear Sir:

Regarding the theft of your cattle by a white man on a "closed" portion of the Pine Ridge Reservation, it is clear that the U.S. Attorney has jurisdiction to prosecute the thief. Section 1152 of Title 18 of the U. S. Code provides that the general laws of the United States as to the punishment of offenses committed within the exclusive jurisdiction of the United States shall extend to Indian country. Section 13 of that Title provides that the laws of the states are incorporated into federal law for areas within federal jurisdiction. Therefore, the South Dakota laws with respect to larceny and burglary are applicable to Indian country and are to be applied by the federal prosecutor. There is no doubt that Section 1152 applies to crimes committed by non-Indians against Indians in Indian country. See, e.g., Acunia v. United States, 404 F. 2d 140, 141 (9th Cir. 1968).

It is also clear that the State prosecutor has no jurisdiction over crimes committed by non-Indians against Indians on the "closed" portion of the Pine Ridge Reservation. The South Dakota Supreme Court has held that such areas are within the exclusive jurisdiction and authority of the United States. In re High Pine, 78 S.D. 121, 99 N.W. 2d 38 (1959).

Thus, if the U.S. Attorney fails to prosecute the thief, it amounts to no less than a shirking of his duty. Keep an eye on his conduct during the case, and let us know if you are dissatisfied with his prosecution of the matter.

Very truly yours,

Tim Vollmann
Law Clerk

William Clayton
United States Attorney
Sioux Falls, South Dakota

FD 263 (Rev. 12-19-67)

8116

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	7/21/70	7/1 - 13/70

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHANGED ROBERT JAMES MOUSSEAU	JOHN E. M C CARTY	jss
	CHARACTER OF CASE CIR - EMBEZZLEMENT OF TRIBAL PROPERTY; LARCENY	

Title is changed to include middle name of subject, and to delete name of subject RICHARD A. WILSON, as charges against him have been dismissed, as previously reported.

REFERENCE

Minneapolis report of SA JOHN E. MC CARTY dated 1/30/70.

- P -

LEAD

MINNEAPOLIS

AT RAPID CITY, SOUTH DAKOTA

Will follow and report sentencing of subject.

ACCOMPLISHMENTS CLAIMED ☒ NONE						ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☒ YES ☐ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau (70-51157)

1 - USA, Sioux Falls, South Dakota

2 - Minneapolis (70-5434)

REC-3

EX-117

JUL 24 1970

Dissemination Record of Attached Report			
Agency	ICC Interior & BIA (Wm)		
Request Recd.	8/4/70		
Date Fwd.			
How Fwd.			
By			

Notations

66 AUG 5 1970

COVER PAGE

GPO : 1968 O - 299-885

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: JOHN E. MC CARTY
Date: July 21, 1970

Office: Minneapolis, Minnesota

Field Office File #: 70-5434

Bureau File #: 70-51157

Title: ROBERT JAMES MOUSSEAU

Character: CRIME ON INDIAN RESERVATION - EMBEZZLEMENT OF TRIBAL PROPERTY; LARCENY

Synopsis: MOUSSEAU entered a plea of guilty in U. S. District Court on 7/1/70 to two counts of petty larceny. No date for sentencing set.

- P -

DETAILS

AT RAPID CITY, SOUTH DAKOTA

On July 1, 1970 Assistant United States Attorney JOHN AUGUSTINE advised that on July 1, 1970 MOUSSEAU appeared in United States District Court at Deadwood, South Dakota before Judge ANDREW W. BOGUE. At that time MOUSSEAU entered a plea of guilty to an information filed that date charging him with two counts of Petty Larceny, in violation of Title 18, Section 1153, United States Code.

Mr. AUGUSTINE advised no date for sentencing of MOUSSEAU was set by the court. He also advised the embezzlement charges will be dismissed when MOUSSEAU has been sentenced.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 181

FD-263 (Rev. 12-19-67)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	1/30/70	1/22 - 23/70

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHANGED ROBERT JAMES MOUSSEAU; RICHARD ALLEN WILSON, aka Orlin Wayne Wilson	JOHN E. MC CARTY	rfs
	CHARACTER OF CASE CIR - Embezzlement of Tribal Property	

Title is changed to include middle names of subjects, and alias of WILSON as set forth in his Identification Record.

REFERENCE: Minneapolis report of SA JOHN E. MC CARTY 12/16/69.

- P* -

ADMINISTRATIVE: Disposition sheet on WILSON has been submitted to Bureau.

LEAD

MINNEAPOLIS DIVISION

AT RAPID CITY, SOUTH DAKOTA

On or about 5/20/70, will recontact USA to determine prosecutive status of this case.

ACCOMPLISHMENTS CLAIMED ☒ NONE						ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED | SPECIAL AGENT IN CHARGE | DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau (70-51157)

1 - USA, Sioux Falls, South Dakota

2 - Minneapolis (70-5434)

MCT-54
REC-55

Dissemination Record of Attached Report			
Agency	Office of Criminal Inv.		
Request Recd.	Mr. Hoyt Atten Mr. Hecker		
Date Fwd.	2-17-71		
How Fwd.		0-1 to Minneapolis	
By		DRW 30 Status Phone 6/8/70	

Notations

COVER PAGE

GPO : 1968 O - 299-885

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: JOHN E. MC CARTY
Office: Minneapolis, Minnesota
Date: January 30, 1970

Field Office File #: 70-5434
Bureau File #: 70-51157

Title: ROBERT JAMES MOUSSEAU;
RICHARD ALLEN WILSON

Character: CRIME ON INDIAN RESERVATION -
EMBEZZLEMENT OF TRIBAL PROPERTY

Synopsis: Subject's Identification Records and descriptions set forth. Indictment against WILSON and one indictment against MOUSSEAU dismissed. Trial of MOUSSEAU scheduled for June, 1970, term of USDC on remaining indictment.

- P* -

Details:

AT RAPID CITY, SOUTH DAKOTA

By communication received December 11, 1969, the Bureau furnished the following Identification Records for the subjects:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989683 Page 183

UNITED STATES DEPARTMENT OF JUSTICE 12-10-69 431 PAT
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON 25, D. C.

J. Edgar Hoover
Director.

The following FBI record, NUMBER 129 206 E, is furnished FOR OFFICIAL USE ONLY.

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
PD Hot Springs SDak	Robert James Mousseau #FR 0179	3-29-61	pub intox	F $15 susp 10 leave town 2 yr
PD Aberdeen SDak	Robert James Mousseau #62-179	3-24-62	PI	F $25
USM Sioux Falls SDak	Robert James Mousseau #8410-1216	12-1-69	Ct-1 embezzlement, 5 cts. Ct-2 emblezzlement and conspiracy	
	Robert J. Mousseau		70-5434	

Information shown on this Identification Record represents data furnished FBI by fingerprint contributors. Where final disposition is not shown or further explanation of charge is desired, communicate with agency contributing those fingerprints.

Notations indicated by * are NOT based on fingerprints in FBI files but are listed only as investigative leads

NW 55293 DocId:32989685 Page 184

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20537

12-10-69 431 PAT

2

The following FBI record, NUMBER 129 206 B, is furnished FOR OFFICIAL USE ONLY. Information shown on this Identification Record represents data furnished FBI by fingerprint contributors. WHERE FINAL DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF CHARGE IS DESIRED, COMMUNICATE WITH AGENCY CONTRIBUTING THOSE FINGERPRINTS.

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
CC- FBI Minneapolis, Minn				

- 3 -

Notations indicated by * are NOT based on fingerprints in FBI files but are listed only as investigative leads as being possibly identical with subject of this record.

John Edgar Hoover
Director

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20537

12-9-69 67 PM

The following FBI record, NUMBER 772 788 B, is furnished FOR OFFICIAL USE ONLY. Information shown on this Identification Record represents data furnished FBI by fingerprint contributors. WHERE FINAL DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF CHARGE IS DESIRED, COMMUNICATE WITH AGENCY CONTRIBUTING THOSE FINGERPRINTS.

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
SO Martin SDak	Richard W Wilson 87-633	6-8-54	reckless driv & aslt	F C rel
USM Sioux Falls SDak	Orlin Wayne Wilson #4033	11-15-54	aslt on Fed officer	
SO Rushville Nebr	Richard A Wilson -70-5	12-24-56	no acct chk 87-3236	
USM Sioux Falls SDak	Richard Allen Wilson #8410-1221 46-21609 46-2614	12-1-69	Ct.1-embezzlement Ct2-conspiracy	

- 4 -

Notations indicated by * are NOT based on fingerprints in FBI files but are listed only as investigative leads as being possibly identical with subject of this record.

John Edgar Hoover
Director

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20537

12-9-69 67 PA

The following FBI record, NUMBER 772 788 B, is furnished FOR OFFICIAL USE ONLY. Information shown on this Identification Record represents data furnished FBI by fingerprint contributors. WHERE FINAL DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF CHARGE IS DESIRED, COMMUNICATE WITH AGENCY CONTRIBUTING THOSE FINGERPRINTS.

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
CC: FBI Minneapolis Minn				

Notations indicated by * are NOT based on fingerprints in FBI files but are listed only as investigative leads as being possibly identified with subject of this record.

John Edgar Hoover

On January 22, 1970, Captain DOUGLAS PARISIAN, Pine Ridge Police Department, South Dakota, furnished the following descriptions of the subjects:

Name	ROBERT JAMES MOUSSEAU
Sex	Male
Race	American Indian
DOB	March 13, 1939
POB	Pine Ridge, South Dakota
Height	5' 11"
Weight	215 pounds
Hair	Black
Eyes	Brown
Build	Medium
Marital status	Married
Social Security #-	JFK Act 6 (3)

Name	RICHARD ALLEN WILSON
Sex	Male
Race	American Indian
DOB	April 29, 1934
POB	Pine Ridge, South Dakota
Height	5' 9"
Weight	200 pounds
Build	Stocky
Hair	Black
Eyes	Brown
Marital status	Married
Social Security #-	JFK Act 6 (3)

By communication received January 23, 1970, Assistant U. S. Attorney R. D. HURD advised that on January 22, 1970, an Order of the Court was filed dismissing the indictment as to MOUSSEAU and WILSON jointly. The indictment charging MOUSSEAU with five counts of embezzlement is still outstanding, and disposition of his case is scheduled for the June, 1970, term of U. S. District Court at Deadwood, South Dakota.

NW 55293 DocId:32989685 Page 188

(Rev. 12-19-67)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	12/16/69	11/24 - 12/12/69

TITLE OF CASE	REPORT MADE BY	TYPED BY
ROBERT J. MOSSEAU; RICHARD A. WILSON	JOHN E. MC CARTY	dja
	CHARACTER OF CASE CIR - EMBEZZLEMENT OF TRIBAL PROPERTY	

REFERENCE

Minneapolis report of SA DONALD M. WOODRING, 11/7/69

- P -

LEADS

MINNEAPOLIS

AT RAPID CITY, SOUTH DAKOTA

1. Will obtain descriptions of each subject.

2. Will follow and report prosecutive action.

ACCOMPLISHMENTS CLAIMED [XX] NONE						ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	AUTO.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR [ ] YES [X] NO PENDING PROSECUTION OVER SIX MONTHS [ ] YES [X] NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

REC-35

9 DEC 18 1969

COPIES MADE:

2 - Bureau (70-51157)

1 - USA, Sioux Falls, South Dakota

2 - Minneapolis (70-5434)

Dissemination Record of Attached Report			
Agency	IC Crest Interior		KCSO
Request Recd.			Gen. Inv.
Date Fwd.	12/23/69		1/6/69
How Fwd.			KS
By	JCW/KC		JFH/KC

Notations

SEIX

STAT. SECT.

- A* -

COVER PAGE

GPO : 1968 O - 299-885

..ev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: JOHN E. MC CARTY
Date: 12/16/69
Office: Minneapolis, Minnesota

Field Office File #: 70-5434
Bureau File #: 70-51157

Title: ROBERT J. MOSSEAU;
RICHARD A. WILSON

Character: CRIME ON INDIAN RESERVATION - EMBEZZLEMENT OF TRIBAL PROPERTY

Synopsis:

Facts of case presented to FGJ, true bill returned, and indictments returned 11/24/69, charging MOSSEAU with five counts of embezzlement and misapplication of tribal funds, and charging MOSSEAU and WILSON with two counts of conspiring to convert to the use of MELVIN POURIER tribal funds and of converting the same to MELVIN POURIER, in violation of Title 18, Sections 1163 and 371, USC. Each subject appeared before USC, 12/1/69, and WILSON released on $1,000 surety bond. MOUSSEAU released on total of $2,000 surety bonds to appear at June 1970 term of USDC.

- P -

DETAILS:

AT SIOUX FALLS, SOUTH DAKOTA

On November 24, 1969, the facts concerning this case were presented to a Federal Grand Jury at Sioux Falls.

2

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

By communication received December 4, 1969, Assistant U. S. Attorney R. D. HURD advised that on November 24, 1969 true bills were returned by the grand jury and indictments filed the same date charging subjects as follows:

Indictment number one charged MOUSSEAU with five counts:

1. Embezzling and converting to his own use $101.12 of tribal funds.

2. Embezzling and converting to his own use $47.42 of tribal funds.

3. Embezzling and converting to his own use $250 of tribal funds.

4. Converting to his own use $85 of tribal funds.

5. Misapplication of $1,600 of tribal funds.

All are in violation of Title 18, Section 1163, U. S. Code.

The second indictment charges MOUSSEAU and WILSON as follows:

1. That they converted to the use of one MELVIN POURIER the sum of $1,147.74 of tribal funds.

2. That they did combine, conspire, confederate, and agree to convert to the use of MELVIN POURIER the sum of $1,147.74.

Both are in violation of Title 18, Sections 1163 and 371, U. S. Code.

On December 12, 1969, SHIRLEY BREDENKAMP, Office of U. S. Commissioner ERNEST GUNDERSEN, Rapid City, South Dakota, advised each defendant appeared before Mr. GUNDERSEN on December 1, 1969. WILSON was released on $1,000 surety bond and MOUSSEAU was released on a total of $2,000 surety bonds, with each released to the June 1970 term of U. S. District Court at Deadwood, South Dakota.

NW 55293 DocId:32989685 Page 191

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27

5010-106

17

UNITED STATES GOVERNMENT

Memorandum

TO : Mr. Gebhardt

FROM : J. E. O'Connell

SUBJECT: PINE RIDGE INDIAN RESERVATION
SOUTH DAKOTA
CRIME ON INDIAN RESERVATION -
AMERICAN INDIAN MOVEMENT

DATE: 3/4/75

1 - Mr. Gebhardt
1 - Mr. O'Connell
1 - Mr. Gordon
1 - Mr. McGowan
1 - Mr. Wannall
1 - Mr. Mosher
1 - Mr. Mintz
1 - Mr. Moore

D. Asst.
Admin.
Comp. Syst.
Ext. Affairs
Files & Com.
Gen. Inv.
Ident.
Inspection
Intell.
Laboratory
Plan. & Eval.
Spec. Inv.
Training
Legal Coun.
Telephone Rm.
Director Sec'y

This is to advise concerning the current situation at the Pine Ridge Oglala Sioux Indian Reservation, South Dakota, as of 3/4/75.

There have been no major disturbances in the past 24 hours and twenty persons have been interviewed concerning alleged CIR violations which have occurred on the Pine Ridge Reservation since 2/26/75.

Regarding the shooting into a tribal vehicle from an American Indian Movement (AIM) van by AIM members, one witness positively identified Tommy Poor Bear as firing the weapon. Russell Means was identified as being in the van shortly prior to the shooting.

Regarding the allegation of an assault by Richard Wilson, Sr., President of the Oglala Sioux Tribal Council on Wounded Knee Legal Defense/Offense Committee (WKLDOC) members, a witness advised Wilson left the Pine Ridge Airport prior to the time of the assault 2/26/75. It has been determined the shooting into the aircraft rented by the WKLDOC may have been done by AIM personnel including Russell Means. Attempts were made through an intermediary on 3/3/75, to interview Means who is presently incarcerated in Pennington County, South Dakota, Jail where Means is being charged with Assault with Intent To Kill and held in lieu of $50,000 bond as a result of the shooting of Martin Montileaux on or about 3/2/75 in a bar at Scenic, South Dakota. Minneapolis telephonically advised 3/4/75, Means declined to be interviewed and the Agent observed a bandage on Means' cheek and blood on his shirt.

REC-5

It was alleged in the "Minneapolis Star" newspaper 3/3/75, which quoted an AIM spokesman who stated, Russell Means, when arrested was hit with the butt of a rifle by Sheriff's Deputies leaving a three inch gash under his eye and left

JCG/dw
(9)
Enc.

ENCLOSURE

12 MAR 11 1975

CONTINUED - OVER

56 MAR 18 1975

bleeding before being taken to the hospital at the insistence of his attorney.

Departmental Attorney Dennis Ickes, Director, Office of Indian Rights, Civil Rights Division, who was on the scene authorized the Minneapolis Division to conduct a preliminary civil rights investigation and Assistant U. S. Attorney R. D. Hurd has authorized Minneapolis Agents to interview Means.

With regard to recent arrests (off the reservation) at Hot Springs, South Dakota, regarding individuals who were transporting firearms, ammunition, dynamite, and blasting caps by the South Dakota Highway Patrol, all are currently confined in the Fall River County, South Dakota, Jail, in lieu of $50,000 bond each. It was reported Alcohol, Tobacco, and Firearms has filed Federal charges in regard to the firearms and explosives recovered at the time of arrest and has also impounded the vehicle.

The civil rights phase is being coordinated in the General Investigative Division and the Civil Rights Division of the Department has been orally advised.

Information contained in the attached 3/3/75 Minneapolis teletype (excluding the administrative data) has been disseminated to the appropriate agencies. This entire matter is being coordinated by the General Investigative Division with the Intelligence Division.

ACTION: For information.

JCG CLM/JK JDH

NW 55293 DocId:32989685 Page 193

FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS SECTION

Assoc. Dir. ____
Dep.-A.D.-Adm. ____
Dep.-A.D.-Inv. ____
Asst. Dir.:
Admin. ____
Comp. Syst. ____
Ext. Affairs ____
Files & Com. ____
Gen. Inv. ____
Ident. ____
Inspection ____
Intell. ____
Laboratory ____
Plan. & Eval. ____
Spec. Inv. ____
Training ____
Legal Coun. ____
Telephone Rm. ____
Director Sec'y ____

NR019 MP CODED

URGENT 3/3/75 RG SENT 5:30 AM 3/4/75 RG

TO DIRECTOR

OMAHA

FROM MINNEAPOLIS 157-1458

ATTN: JOHN C. GORDON, GENERAL CRIMES UNIT, GID, ROOM 5078

ATTN: INTD

R-5078

AMERICAN INDIAN MOVEMENT; EM-AIM

SUMMARY TELETYPE

TWENTY INTERVIEWS CONDUCTED AT PINE RIDGE AND RAPID CITY AND HOT SPRINGS, SOUTH DAKOTA, MARCH 3, 1975. NO MAJOR DISTURBANCES HAVE OCCURRED ON PINE RIDGE RESERVATION IN PAST 24 HOURS.

REGARDING ALLEGED SHOOTING OF TRIBAL VEHICLE BY AMERICAN INDIAN MOVEMENT (AIM) MEMBERS:

ENCLOSURE

ONE WITNESS POSITIVELY IDENTIFIES TOMMY POOR BEAR AS FIRING WEAPON AT VEHICLE. TENTATIVELY IDENTIFIES WEBSTER POOR BEAR AS BEING AT SCENE WITH WEAPON. RED COLOMBE, RUSSELL MEANS, AND RICHARD MARSHALL IDENTIFIED AS BEING IN VAN SHORTLY PRIOR TO SHOOTING. BILL MESTETH TENTATIVELY IDENTIFIED AS BEING WITH VAN AT SCENE OF

cc: by ~~Sugoff~~ relayed
USSS
DAG
AAG
DOJ, US marshalls Office,
Internal Security Section
General Crimes Section
Mar 4, 1975
JCG: dt

REC-5

See O'Connell to Gebhardt memo 3/4/75 JCG

12 MAR 11 1975

SHOOTING. WITNESSES WHO VIEWED VEHICLE AFTER SHOOTING STATED RICHARD WILSON, JR., ALSO KNOWN AS MANNY, IDENTIFIED "AIM" AS HAVING SHOT UP THE CAR. S. Dak

REGARDING ALLEGATION OF ASSAULT BY RICHARD WILSON, SR., ON WOUNDED KNEE LEGAL DEFENSE/OFFENSE COMMITTEE PERSONNEL:

WITNESS IDENTIFIED WILSON AS BEING IN TRIBAL OFFICE AT APPROXIMATELY THREE P.M., FEBRUARY 26, 1975. ANOTHER WITNESS OBSERVED VEHICLE, APPARENTLY THAT OF ROGER FINZEL, PULL INTO AIRPORT PRIOR TO ASSAULT. SAME WITNESS ADVISED WILSON LEFT AIRPORT PRIOR TO TIME OF ASSAULT.

REGARDING SHOOT NG OF AIRCRAFT AT PINE RIDGE AIRPORT:

ONE WITNESS SAW RICHARD MARSHALL WITH RIFLE AND RUSSELL MEANS AT AIRPORT TOGETHER WITH FOUR MEN WITH RIFLES, TWO WITH SHOTGUNS, AND ONE WITH HANDGUN. AT SAME TIME SAW TWO CARS IN GROUP WITH MEANS VAN CIRCLING IN AIRPORT AREA AND HEARD SHOTS BEING FIRED AS CARS WERE NEAR AIRCRAFT.

IT APPEARS, THEREFORE, AIM PERSONNEL MAY HAVE FIRED SHOTS INTO AIRCRAFT RENTED BY WOUNDED KNEE LEGAL DEFENSE/OFFENSE COMMITTEE (WKLD/OC) PERSONNEL.

ATTEMPT MADE MARCH 3, 1975, TO INTERVIEW MEANS AND MARSHALL BY

BUREAU AGENTS AT RAPID CITY, SOUTH DAKOTA, REGARDING THE ALLEGED ASSAULT BY RICHARD WILSON, SR., AND THE SHOOTING OF AIRCRAFT AT PINE RIDGE AIRPORT. BOTH DECLINED TO BE INTERVIEWED.

REGARDING MARCH, 1975, ARRESTS AT HOT SPRINGS, SOUTH DAKOTA:

SHERIFF, FALL RIVER COUNTY, SOUTH DAKOTA, ADVISED PHILIP BAUTISTA, MARK ANTHONY POWLESS, HERBERT GEORGE POWLESS (ALL FROM MILWAUKEE, WISCONSIN), JAMES FREDERICK WARBONNET (MISSION, SOUTH DAKOTA), ANITA DREAMING BEAR, MADONNA SLOW BEAR, AND MARY CHIEF EAGLE, ALSO KNOWN AS MARY CORONA (ALL FROM OGLALA, SOUTH DAKOTA) APPEARED FALL RIVER COUNTY COURT, MARCH 3, 1975. HERBERT POWLESS RETAINED LOCAL ATTORNEY JOHN ELSTON; REMIANDER REQUESTED COURT APPOINTED ATTORNEYS. NO PLEAS RENDERED, AND ALL CURRENTLY CONFINED FALL RIVER COUNTY JAIL IN LIEU OF $50,000 BOND EACH. BOND REDUCTION HEARING SET FOR MARCH 7, 1975.

SHERIFF NOTED ALCOHOL, TOBACCO, AND FIREARMS (ATF), US DEPT. OF TREASURY, HAS FILED FEDERAL CHARGES IN REGARD TO THE FIREARMS AND EXPLOSIVES RECOVERED AT TIME OF ARREST OF ABOVE INDIVIDUALS. ATF HAS ALSO IMPOUNDED VEHICLE USED BY GROUP.

REGARDING SHOOTING AT SCENIC, SOUTH DAKOTA, MARCH 2, 1975:

RUSSELL MEANS, RICHARD MARSHALL, AND DAVID CLIFFORD AFFORDED HEARING AT PENNINGTON COUNTY, SOUTH DAKOTA, COURT. COUNTY REPRESENTED BY

COUNTY ATTORNEY JACK KLAUCH AND ASSISTANT STATES' ATTORNEY MICHAEL MC GREEDY. MEANS, MARSHALL, AND CLIFFORD ALL REPRESENTED BY ROGER A. FINZEL. MEANS AND MARSHALL CHARGED WITH ASSAULT WITH INTENT TO KILL; CLIFFORD CHARGED WITH ELUDING A POLICE OFFICER, RECKLESS DRIVING, DRIVING WHILE INTOXICATED, AND FELONIOUS POSSESSION OF A WEAPON. ALL ENTERED PLEAS OF NOT GUILTY. BOND SET AT $50,000 FOR MEANS, $5,000 EACH FOR MARSHALL AND CLIFFORD. ALL REMANDED TO PENNINGTON COUNTY JAIL IN LIEU OF BOND.

ABOVE HEARING ORDERLY AND NO DISTURBANCES OCCURRED.

NEWS ARTICLE APPEARING IN " THE MINNEAPOLIS STAR" NEWSPAPER:

ON MARCH 3, 1975, THE MINNEAPOLIS STAR, A NEWSPAPER OF GENERAL CIRCULATION, WHICH IS PUBLISHED DAILY IN MINNEAPOLIS, MINNESOTA, PUBLISHED AN ARTICLE WHICH IN PART STATED AUTHORITIES IN COLORADO AND SOUTH DAKOTA ARRESTED 20 PERSONS ASSOCIATED WITH THE AMERICAN INDIAN MOVEMENT (AIM) OVER THE WEEKEND OF MARCH 1-2, 1975, ON DIFFERENT CHARGES.

THE AMERICAN INDIAN MOVEMENT (AIM) WAS FOUNDED IN MINNESOTA IN 1968, DEDICATED TO IMPROVING CONDITIONS FOR THE AMERICAN INDIAN. AIM LED AND PARTICIPATED IN CONFRONTATIONS WITH LOCAL AUTHORITIES IN SCOTTSBLUFF, NEBRASKA, AND THE RAPID CITY- CUSTER AREA OF SOUTH DAKOTA. AIM LED THE TAKEOVER AND OCCUPATION OF WOUNDED KNEE, SOUTH DAKOTA, IN FEBRUARY- MAY, 1973.

THE ARTICLE NOTED THAT RUSSELL MEANS AND HIS BROTHER, WILLIAM MEANS, AIM LEADERS, WERE AMONG THOSE BEING CHARGED. THE ARTICLE QUOTED KENNETH TILSON, AN ATTORNEY FOR AIM, AS STATING THE ARRESTS A " COORDINATED AN EFFORT TO ATTACK THE AMERICAN INDIAN MOVEMENT."

THE PENNINGTON COUNTY SO, RAPID CITY, SOUTH DAKOTA, STATED RUSSELL MEANS AND ONE RICHARD MARSHALL WERE ARRESTED FOR SHOOTING MARTIN MONIGLEAUX IN THE NECK IN A BAR IN SCENIC, SOUTH DAKOTA. THE ARTICLE QUOTED AN AIM SPOKESMAN WHO STATED RUSSELL MEANS WAS ORDERED OUT OF A CAR IN PENNINGTON COUNTY, SOUTH DAKOTA, AND SHERIFF'S DEPUTIES HIT HIM WITH THE BUTT OF A RIFLE, LEAVING A THREE- INCH GASH UNDER HIS EYE. SPOKESMAN FURTHER STATED MEANS WAS JAILED AND LEFT BLEEDING FOR 3 AND 1/2 HR. BEFORE BEING TAKEN TO A HOSPITAL AT THE INSISTANCE OF HIS ATTORNEY AND THAT THE GASH TOOK 12 STITCHES TO CLOSE.

INFORMATION FROM SOURCES:

ON MARCH 3, 1975, A SOURCE WHO HAS FURNISHED RELIABLE INFORMATION IN THE PAST, ADVISED THAT A RUMOR IS CIRCULATING AMONG AIM MEMBERS AND SUPPORTERS, PROBABLY THROUGHOUT THE COUNTRY, THAT THE FBI IS ARRESTING ALL AIM LEADERS THROUGHOUT THE COUNTRY. HE CITED THE ARRESTS OF SEVERAL AIM MEMBERS IN SOUTH DAKOTA DURING THE WEEKEND OF MARCH 1-2, 1975. HE STATED THAT IN VIEW OF THIS RUMOR,

DENNIS BANKS, MEMBER OF THE NATIONAL AIM, CENTRAL COMMITTEE, IS THINKING ABOUT GOING INTO HIDING.

MISCELLANEOUS INFORMATION:

UNITED STATES ATTORNEY WILLIAM F. CLAYTON ADVISED HE WILL CONSIDER REVOCATION OF RUSSELL MEANS' BOND AFTER REVIEW OF REPORTS INSTANT MATTERS.

THE ATTORNEY GENERAL OF SOUTH DAKOTA HAS ASSIGNED MEMBERS OF THE SOUTH DAKOTA DEPARTMENT OF CRIMINAL INVESTIGATION (DCI) TO ASSIST PENNINGTON COUNTY AND FALL RIVER COUNTY AUTHORITIES WITH THEIR RESPECTIVE INVESTIGATIONS AS OUTLINED ABOVE.

MIKE WINDOM, ABERDEEN, SOUTH DAKOTA, BUREAU OF INDIAN AFFAIRS (BIA) CHIEF, IS ASSIGNING BIA PERSONNEL TO ASSIST DCI IN INVESTIGATIONS ON PINE RIDGE RESERVATION.

ADMINISTRATIVE.

REFERENCE MINNEAPOLIS TELCALL TO BUREAU, MARCH 3, 1975, AND MINNEAPOLIS TELETYPE TO BUREAU DATED MARCH 2, 1975, ENTITLED "RICHARD WILSON; UNSUBS; EDA GORDON- VICTIM; WILLIAM ROSSMOORE - VICTIM; BERNARD A. ESCAMILLA- VICTIM; ROGER FINZEL- VICTIM. CIR- ADW."

UACB MINNEAPOLIS WILL UTILIZE CAPTION AS IN INSTANT TELETYPE TO SUMMARIZE EVENTS SOUTH DAKOTA RATHER THAN TO

SUBMIT UNDER THE PRESENTLY OCCURRING RICHARD WILSON CAPTION.

MINNEAPOLIS ASAC ON SCENE AND EIGHT AGENTS OPERATING IN INVESTIGATIVE CAPACITY. PERSONNEL WILL NOT BECOME INVOLVED IN MAINTAINING LAW AND ORDER ON PINE RIDGE RESERVATION, AND WILL EXERCISE ALL EFFORTS TO AVOID CONFRONTATIONS. HOWEVER, BASED ON EXPERIENCE, CONFRONTATIONS WHICH HAVE PREVIOUSLY OCCURRED HAVE BEEN SPONTANEOUS AND SUCH CONFRONTATIONS CANNOT BE FORESEEN.

SEPARATE CASES BEING OPENED CONCERNING EACH INCIDENT AND BUREAU WILL BE ADVISED OF TITLES AND MINNEAPOLIS FILE NUMBERS.

THE SOURCE MENTIONED HEREIN IS MP 4115-E.

A CIVIL RIGHTS CASE IS BEING OPENED BASED ON THE INFORMATION APPEARING IN MINNEAPOLIS STAR RELATIVE TO RUSSELL MEANS BEING HIT WITH A RIFLE BY PENNINGTON COUNTY SHERIFF'S DEPUTIES.

OMAHA AT NORFOLK, NEBRASKA, DETERMINE IDENTITY OF SALESMAN FOR COLONIAL RESEARCH PRODUCTS COMPANY WHO WAS AT PINE RIDGE, S.D., AIRPORT FEBRUARY 26, 1975. THOROUGHLY INTERVIEW TO ASCERTAIN ANY FACTS HE MAY HAVE CONCERNING SHOOTING OF AIRCRAFT AT AIRPORT, ASSAULT ON THREE MALE AND THREE FEMALE WKLD/OC PERSONNEL, AND SHOOTING OF TRIBAL VEHICLE.

SUTEL RESULTS.

END.

RSP FBIHQ

OC- 5

FEDERAL BUREAU OF INVESTIGATION
COMMUNICATIONS SECTION

Assoc. Dir. ___
Dep.-A.D.-Adm. ___
Dep.-A.D.-Inv. ___
Asst. Dir.:
Admin. ___
Comp. Syst. ___
Ext. Affairs ___
Files & Com. ___
Gen. Inv. ___
Ident. ___
Inspection ___
Intell. ___
Laboratory ___
Plan. & Eval. ___
Spec. Inv. ___
Training ___
Legal Coun. ___

NR013 MP CODED

1156PM NITEL MARCH 4, 1975 AGL

TO DIRECTOR, FBI

FROM MINNEAPOLIS 70-8448

ATTN: JOHN C. GORDON, GENERAL CRIMES UNIT, GENERAL INVESTIGATIVE DIVISION, ROOM 5048.

ATTN: INTD.

PINE RIDGE INDIAN RESERVATION; CIR; EM - AIM.

SUMMARY NITEL.

TWENTY-SIX INTERVIEWS CONDUCTED ON PINE RIDGE INDIAN RESERVATION, MARCH 4, 1975. RICHARD WILSON, TRIBAL PRESIDENT, EXPRESSED EXTREME DISPLEASURE WITH JUDICIAL PROCESS ON RESERVATION. WILSON FEELS THERE IS GREAT NEED TO REMOVE TROUBLEMAKERS FROM RESERVATION THRU LEGAL PROCESS. HE COMPLAINED CONSTANT VIOLATORS NOT BEING PUT IN JAIL. WILSON STATED PINE RIDGE RESERVATION IS A POWDER KEG AND IT COULD BLOW AT ANY MOMENT. HE STATED HE WILL NOT PUT OUT THE WORD TO HIS PEOPLE TO TALK TO THE FBI. WILSON ADVISED HE THEN HAD IMPORTANT MEETING TO ATTEND.

EX-112 REC-25

DUANE BREWER ADVISED THE FIRST ORGANIZATIONAL MEETING IS TO BE HELD MARCH 4, 1975, TO FORM A PINE RIDGE PROTECTIVE GROUP ~~AND THAT~~ "THEY JUST AREN'T GOING TO LET THIS HAPPEN AGAIN".

17 MAR 12 1975

Relayed 3/5/74 9 10 AM
USS
DAG-ANALYSIS EVALUATION UNIT
ASST AG CRIM
INTERNAL SECURITY SECT
GEN'L CRIMES SECT
DEPT OF INTERIOR
U.S. MARSHALS SERVICE

See memo O'Connell to Mr. Gebhardt dated 3/5/75 captioned as above. JCG

NW 55293 Docid:32989685 Page 201

ABOVE INFORMATION PROMPTLY FURNISHED TO CRIMINAL INVESTIGATOR JOE BROWN, ACTING AGENCY SPECIAL OFFICER, WHO WAS ADVISED OF SUBSTANCE OF INFORMATION FURNISHED BY BREWER. BROWN IN TURN IMMEDIATELY FURNISHED THIS INFORMATION TO ACTING SUPERINTENDENT WAYNE ADKINSON.

INFORMATION RECEIVED ALL LAW ENFORCEMENT ON RESERVATION WILL BE UNDER DIRECTION OF ADMINISTRATIVE MANAGER, WAYNE ADKINSON. DELMER EASTMAN, STILL NOMINAL AGENCY SPECIAL OFFICER BUT ORDERED TO ASSUME RESPONSIBILITIES FOR ONLY CRIMINAL INVESTIGATIVE ACTIVITIES. SUPERINTENDENT ALBERT W. TRIMBLE HAS ORDERED POLICE TO ACCEPT NO ASSISTANCE FROM ANY QUASI-LAW ENFORCEMENT GROUP, SPECIFIALLY REFERRING TO ANY GROUP DESIGNATED BY THE TRIBAL PRESIDENT. TRIMBLE CURRENTLY IN WASHINGTON, D.C.

SOURCES INDICATE POLICE MORALE EXTREMELY LOW WITH SOME EXPERIENCED OFFICERS INDICATING THEIR INTENTIONS OF LEAVING FORCE.

TRIBAL ATTORNEY, A MEMBER OF SOUTH DAKOTA BAR , INDICATED DOUBT POLICE WOULD RESPOND TO A SERIOUS CONFRONTATION AND SEVERLY CRITICIZED THEIR FAILURE TO RESPOND TO ALTERCATION AT TRIBAL COURT HOUSE , WHICH IS NEXT DOOR TO POLICE DEPARTMENT, IN WHICH RUSSELL MEANS INVOLVED. INDICATIONS RECEIVED POLICE LOCKED UP DEPARTMENT DURING INCIDENT.

ONE SHOOTING UNRELATED TO SUBJECT MATTER OCCURRED PINE RIDGE THIS DATE.

SECOND SHOOTING INVOLVING HOME OF MATTHEW KING, A KNOWN AIM SUPPORTER AT KYLE, SOUTH DAKOTA, OCCURRED EARLY MORNING MARCH 4, 1975, AFTER FALSE ACCIDENT REPORT DREW POLICE FROM AREA. PRELIMINARY REPORTS INDICATE SHOOTING MAY BE RETALIATION FOR SHOOTING OF MARTIN MONTILEAUX ALLEGEDLY BY MEANS AND RICHARD MARSHAL. S. Dak

REGARDING SHOOTING OF TRIBAL VEHICLE BY AIM MEMBERS;

WITNESS STATES HE WAS SHOT AT FROM PICKUP WHICH WAS IN GROUP OF VEHICLES INCLUDING VAN IN WHICH MEANS AND RICHARD MARSHAL RIDING. ANOTHER WITNESS STATED BREWER NAMED MARSHAL AND RED COLOMBE AS HAVING SHOT AT HIM. S. Dak

REGARDING ALLEGATION BY WOUNDED KNEE LEGAL DEFENSE/OFFENSE COMPLAINT OF ASSAULT BY RICHARD WILSON;

WITNESSES SUBSTANTIATE WILSON'S STORY AS TO TIMES AND WHEREABOUTS OF WILSON AT TIME OF ALLEDGED ASSAULT.

REGARDING ARREST OF RUSSELL MEANS, RICHARD MARSHAL AND DAVE CLIFFORD BY PENNINGTON COUNTY SHERIFF'S OFFICE;

MEANS ARRAIGNED MARCH 4, 1975. REQUESTED BOND REDUCTION HEARING WHICH WAS SET FOR MARCH 10, 1975. ROGER FINZEL HAS REFUSED TO REPRESENT MEANS BUT DECLINED TO ALLOW MEANS TO BE INTERVIEWED. MEANS AND COMPANIONS STILL IN CUSTODY. S. Dak

REGARDING ARREST OF JAMES WAR BONNETT, HERBERT POWLESS, ET AL, BY FALL RIVER COUNTY SHERIFF'S OFFICE;

S. Dak

ALL SUBJECTS STILL IN CUSTODY. NO FURTHER JUDICIAL ACTION PLANNED UNTIL MARCH 7, 1975.

REGARDING SHOOTING OF MATTHEW KING HOME;

APPROXIMATELY TWENTY RIFLE AND SHOTGUN ROUNDS FIRED INTO KING HOME. SIX CHILDREN AND NINE ADULTS IN HOME NOT INJURIED. INDICATIONS RAPID FIRE WEAPONS MAY HAVE BEEN USED. SMALL VEHICLE POSSIBLY INVOLVED. BROTHER OF MARTIN MONTILEAUX, MOSES MONTILEAUX, TOGETHER WITH RICHARD WESTON STOPPED IN SMALL VEHICLE PRIOR TO SHOOTING BY BIA POLICE OFFICERS.

S. Dak

KING ADVISED DENNIS BANKS IN KYLE, MARCH 4, 1975, AND THAT HE IS MEETING WITH BANKS TODAY.

REGARDING WILLIAM ALBERT MESTETH;

COMPLAINTS FILED MARCH 4, 1975, BY BUREAU AGENT CHARGING ASSAULT WITH A DANGEROUS WEAPON WITH INTENT TO DO BODILY HARM. SUBJECT IN FEDERAL CUSTODY, RAPID CITY, SOUTH DAKOTA. PRELIMINARY HEARING SET FOR MARCH 14, 1975.

DEPARTMENTAL ATTORNEY DENNIS ICKES INDICATED HE INTENDS TO EXPLORE POSSIBILITY OF OBTAINING U.S. MARSHAL PROTECTION

FOR WITNESSES WHO, ACCORDING TO INFORMATION GIVEN ICKES BY ROGER FINZEL, WOULD FURNISH STATEMENTS EXCEPT FOR FEAR OF RETALIATION.

GREAT DIFFICULTY BEING EXPERIENCED IN OBTAINING INFORMATION OR COOPERATION IN INTERVIEWS.

ADMINISTRATIVE

RE MINNEAPOLIS TELETYPE TO BUREAU MARCH 3, 1975, ENTITLED " AMERICAN INDIAN MOVEMENT; EM - AIM."

ASAC AND NINE AGENTS CONTINUING INVESTIGATION PINE RIDGE RESERVATION, OPERATING IN INVESTIGATIVE CAPACITY AND WILL NOT BECOME INVOLVED IN MAINTAINING LAW AND ORDER ON RESERVATION. ALL AGENTS WILL ALSO EXERCISE ALL EFFORTS TO AVOID CONFRONTATIONS, HOWEVER, BASED ON PAST EXPERIENCE, CONFRONTATIONS THAT DO OCCUR HAVE BEEN SPONTANEOUS AND CAN NOT BE FORSEEN.

DEPARTMENTAL ATTORNEY ICKES HAS REQUESTED PRELIMINARY INVESTIGATION INTO CIVIL RIGHTS ALLEGATION BY RUSSELL MEANS THAT HE WAS ASSAULTED BY SHERIFF'S OFFICERS AS HE ATTEMPTED TO EVADE ARREST.

WAYNE ADKINSON CONFIDENTIALLY ADVISED HE IS IN RECEIPT OF MEMORANDUM FROM SUPERINTENDENT TRIMBLE AUTHORIZING FRANCIS IRVING, ASSISTANT CREDIT OFFICER, BUREAU OF INDIAN AFFAIRS, TO SET UP A LOCAL PRO-

TECTIVE FORCE TO ASSIST POLICE DEPARTMENT. ADKINSON RECENTLY TRANSFERRED TO PINE RIDGE AND NOT BELIEVED INVOLVED IN LOCAL POLITICS. RAPPORT APPEARS TO HAVE BEEN ESTABLISHED WITH ADKINSON BY ASAC AND CONTACTS WILL CONTINUE. THIS INFORMATION NOT TO BE DISSEMINATED UNDER ANY CIRCUMSTANCES. ADKINSON ADVISED TRIMBLE ABSOLUTELY ADAMANT AGAINST ANY COOPERATION WITH WILSON AND FEELS TRIMBLE WOULD BE RECEPTIVE TO ACCUSATIONS BY AIM. ADKNSON INDICATED HE IS NOT IN COMPLETE ACCORD WITH TRIMBLE AND HIS VIEWS.

END.

CC-5

FEDERAL BUREAU OF INVESTIGATION

Form No. 1
THIS CASE ORIGINATED AT OMAHA

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY
MINNEAPOLIS	11/2/54	10/20-22, 25/54	SA ROBERT J. STEVENS pwg

TITLE	CHARACTER OF CASE
"CHANGED" DONALD ROBERT JANIS; LEROY JOSEPH JANIS, wa., "Sunshine"; WARLE ROBERT WHALEN, wa., "Pete";	ASSAULTING A FEDERAL OFFICER; DESTRUCTION OF GOVERNMENT PROPERTY

~~SYNOPSIS OF FACTS~~ GEORGE FRANCIS WILSON;
ORLIN WAYNE WILSON, was.,
Richard Wilson, Dick Wilson;
DENNIS LE COMPTE - VICTIM;
JOSEPH SWIFT BIRD - VICTIM;
STANLEY D. YOUNG - VICTIM

REQ. RECD 1-24-62
FEB 8 1962
ANS.
BY

* *

SYNOPSIS:

On night of 10/16/54, victims, who are Federal officers of U.S. Indian Service, Pine Ridge, S. Dak., were in hot pursuit of subjects, with exception of GEORGE WILSON, and placed them under arrest approximately 75 yards south of Nebraska-South Dakota State Line on Nebraska State Highway 87. Officer YOUNG was struck twice by subjects and shot subject ORLIN WILSON twice with .38 caliber gas shells in self defense. Officer LE COMPTE not struck; however, subject LEROY JANIS "squared off" at him at beginning. Fight then stopped until subject GEORGE WILSON arrived and struck blow at volunteer Tribal Officer GORDON JONES, breaking the window in Government automobile. Subjects WHALEN, LEROY JANIS and DONALD JANIS again attacked Officer YOUNG, beating him with fists. LEROY JANIS took Officer YOUNG's revolver from him and struck Tribal Officer JONES twice on the head, then pointed the revolver

AGENCY
REQ. REC'D.
REPORT FORW.
BY

APPROVED AND FORWARDED:	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN THESE SPACES	
COPY IN FILE		7-24-1	SE 22
COPIES OF THIS REPORT 2 - Bureau 1 - USA, Sioux Falls 3 - Omaha (1 - USA) 2 - Minneapolis (89-38) NOV 23 1954		29 NOV 5 1954	6-112

PROPERTY OF FBI—THIS REPORT IS LOANED TO YOU BY THE FBI, AND NEITHER IT NOR ITS CONTENTS ARE TO BE DISTRIBUTED OUTSIDE THE AGENCY TO WHICH LOANED.

U. S. GOVERNMENT PRINTING OFFICE 16—50256-3

at Officer SWIFT BIRD and ordered him out of the vicinity, which orders were complied with. Arrest of subjects not consumated as Officer LE COMPTE only officer present at conclusion of fight. Officer YOUNG admitted to Pine Ridge Indian Hospital and treated for dislocated nose, lacerations and bruises. Subject GEORGE WILSON admitted in signed statement breaking window of Government automobile with fist while attempting to strike Tribal Officer JONES. Subject DONALD JANIS admitted the assault and stated he and companions were all drinking that evening. Subject LEROY JANIS admits participation in fight but recalls no details as was intoxicated. Subject WHALEN admitted striking Officer YOUNG one blow and stated he smelled alcohol on SWIFT BIRD's breath and of the opinion SWIFT BIRD intoxicated. WHALEN denied he had been drinking and saw none of other subjects take a drink. Statements obtained from witnesses contacting officers before and subsequent to assault. Subject ORLIN WILSON and wife, YVONNE WILSON, refused to furnish information to interviewing Agent. Medical report of examining physician and description of subjects set forth. Identification records of subjects requested.

-P-

DETAILS:

The title of this case is marked changed to reflect the true names and aliases of the subjects.

AT PINE RIDGE, SOUTH DAKOTA

Investigation in this case is predicated upon receipt of information from DENNIS LE COMPTE, Special Office, United States Indian Service on October 20, 1954, that the victims had been assaulted by the subjects near White Clay, Nebraska, on the night of October 16, 1954, causing the hospitalization of Officer YOUNG.

Jurisdiction

United States Attorney CLINTON G. RICHARDS, Sioux Falls, South Dakota, was telephonically contacted by Officer LE COMPTE and the writer on October 20, 1954, and the facts of this case were presented to him. Mr. RICHARDS stated that jurisdiction in this matter would probably lie in the District of Nebraska as the assault had taken place in Nebraska even though the officers were in hot pursuit of the subjects at the time. He stated, however, that should evidence be obtained that the subjects had

NW 55293 DocId:32989685 Page 208

planned to lure the officers into the State of Nebraska with the intent to assault them, then jurisdiction would also lie in the District of South Dakota. Mr. RICHARDS requested that a copy of the writer's report be submitted to him at the conclusion of the investigation.

Mr. BEN REIFEL, Superintendent, Pine Ridge Indian Agency, Pine Ridge, South Dakota, furnished the writer with the following letter on October 21, 1954, establishing the positions held by the victims at the time of the assault. This letter is being maintained in the files of the Minneapolis Office:

"UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Indian Affairs
Field Service

Pine Ridge Indian Agency
Pine Ridge, South Dakota

"October 21, 1954

"To Whom It May Concern:

"Dennis LeCompte is a Federal employee serving in the position of Criminal Investigator, GS-7. He received his appointment to this position on May 25, 1952. He has a Special Officer's Commission which was issued to him on 11-3-52 by the Area Director, United States Department of Interior, Bureau of Indian Affairs, Aberdeen Area Office. This Commission is still in effect.

"Joseph Swift Bird is a Federal employee who was appointed to the position of Policeman, CPC-5, Pine Ridge, on 4-30-50. Mr. Swift Bird serves in this position at the present time and he also is a Commissioned Deputy Special Officer. This Commission was issued to him on 7-1-53 by the Area Director, United States Department of Interior, Bureau of Indian Affairs, Aberdeen Area Office, and is still in effect.

"Sidney Young is a Federal employee serving in the position of Guard, CPC-4, to which he was appointed on 8-16-54. He serves as night watchman, performing hourly rounds of school, hospital and agency buildings, checking for unlocked doors, windows, waste of water or electricity, and admits only authorized or properly identified persons to the area and maintains

NW 55293 DocId:32989685 Page 209

"law and order on the premises. In addition to this he checks on fire hazards and other things that have to do with the protection of life and property in the general area of the Pine Ridge Agency.

"Sincerely yours,

/s/ Ben Reifel

Ben Reifel,
Superintendent"

Interview of Victims

Mr. DENNIS LE COMPTE, Special Officer, United States Indian Service, furnished the writer a statement in his own handwriting concerning the events that transpired on the night of October 16, 1954. This statement reads as follows and is being maintained in the files of the Minneapolis Office:

"10-20-54

"About 11:30 pm 10-16-54 I was called on by Leonard Jack, who stated they were having trouble with a car load of guys upon the street. I told him to get Joe Swift Bird to go along with them. I then dressed, got in my car and drove toward the jail. As I stopped at the stop sign leading on to the Main Street, a two tone, green, car passed me, honked his horn and drove on south. I drove on to the jail and parked on the highway in front of the jail. Swift Bird came up to the car and stated that was the car that was causing trouble, that I passed at the stop sign. About this time the car was coming back by the stop sign without lights, ran through the stop sign and passed us going north at a high rate of speed and tooting their horn. Swift Bird and Jones got in the car with me and we gave chase. They were already going over the hospital hill. We gave chase but wasn't gaining any. I was traveling about 85. We chased them beyond the Holy Rosary Mission, then turned around and returned toward Pine Ridge. Before coming over the hospital hill Jones said, a car is behind us. We drove to the bottom of the hill and stopped. The car passed us and Joe said that was not them. Jones said it was. We watched

NW 55293 DocId:32989685 Page 210

"the car go through the stop sign and when it went by the lights we could see it had a light top. We then followed, when we passed the intersection, we met Sidney Young. He came up to the car and said that was them and that they had turned their lights out and stopped up the road. About this time their car lights came on . They flashed them on and off and started tooting their horn. Sidney Young got in the car with us and we gave chase. We gained on them at this chase as they didn't seem to be trying to get away. There were 3 beer cans thrown from the car between Pine Ridge and the State line. Just before we hit the state line their car nearly tipped over. I then got up behind them and turned on my siren. They stopped about 75 yds pass_ the state line. When we got out the other parties were out of their car. I then walked up to LeRoy Janis and Dickey Wilson and told them they were under arrest. LeRoy and Dickey stated we had no jurisdiction and better go back into S. D. I told them they better come without causing more trouble. LeRoy squared off at me, so I made a hit at him with my cap. He ducked it and when I started to make the second swing, LeRoy stated he wouldn't hit me as I was a Federal officer. I then stood talking with LeRoy, cooling him off. I didn't see Dickey leave but when I heard two shots I saw Dickey fall about 20 ft in front of his car. I then ran over to see if he was hurt. (I didn't know what he was shot with) Robert Whalen, Lavone Wilson (wife of Dickey) and I then got Dickey up and took him to his car. LeRoy was after Young. I then went over and got LeRoy and brought him back to Dickey's car. Things then cooled down and I was getting everybody in their car. The other three police took my car and drove to the edge of White Clay and turned it around and came back and stopped to pick me up. About this time George Wilson drove up. He asked Dickey what happened. Dickey stated he had been shot with tear gas by Young. The next I heard glass crash. I looked toward my car and saw Jones get out and grab George. I then started toward them, just as I arrived George was knocked or fell down. Jones tripped over his legs and fell over the shoulder of the road. Dickey then came between me and his car and jumped on Jones and hit him two or three times on the head or face. I

NW 55293 DocId:32989685 Page 211

"pulled Dickey from Jones, then got George and held them on the west side of Dickey's car. They had cooled down and at this time LeRoy came up to us and said, 'look at that yellow son-of-a-bitch run', I then seen Jones running toward White Clay. He then said I also got the gun. He had a 38 colt. I told him he better give it to me. He handed the gun to me butt first. I then told them to go to the hospital and have Dickey's eyes washed out and George's arm treated for the cuts he got from hitting through my car window. The other three police were gone, so after getting the others loaded in their car, I then got in mine and turned around to look for the other police. I couldn't find them so returned hom.

"The three returned one at a time and when they got back, we went to the Hospital to have Sidney Young and Jones treated for bruises and cuts.

"/s/ Dennis Le Compte"

In addition to the above information, Mr. LE COMPTE advised that the automobile in which the officers were riding and which suffered a broken window, is the property of the United States Government (Office of Indian Affairs) and is assigned to him for use in carrying out his duties as a Special Officer.

Mr. LE COMPTE further advised that of the four officers who had participated in the altercation, only Officer YOUNG had been armed with a revolver, which was loaded. Mr. LE COMPTE stated he had loaned his personal revolver to Deputy Sheriff Officer JOHN RICHARD and RICHARD had returned it to the glove compartment of his car; however, had not notified Mr. LE COMPTE of this fact. He stated that JOSEPH SWIFT BIRD had been armed with a revolver; however, the revolver was not loaded.

Mr. JOSEPH SWIFT BIRD, Deputy Special Officer, United States Indian Service, was interviewed by the writer in the presence of Special Officer DENNIS LE COMPTE on October 20, 1954, and furnished the following information concerning his recollection of the events happening on October 16, 1954:

On Saturday night, October 16, 1954, at approximately 11:30 p.m., GORDON JONES, an unpaid Deputy Tribal Policeman, came to his home and said that DENNIS LE COMPTE, Special Officer, had

NW 55293 DocId:32989685 Page 212

instructed him to go with JONES and SIDNEY YOUNG as they were having trouble. SWIFT BIRD had loaned his pistol to JOHN RICHARD, another Deputy Special Officer, and, therefore, was armed only with an unloaded pistol, a spare, when he joined JONES and YOUNG in the automobile. There was another man, LEONARD JACK, in the automobile; however, he was not a police officer. The four of them then drove into downtown Pine Ridge, South Dakota, and saw the subjects car parked on the street with the lights flickering on and off and when they attempted to catch them, they outran the police car which was in a poor running condition.

He continued the four then went to the police station and a few minutes later DENNIS LE COMPTE came to the station. All were standing on the curb in front of the station and saw the subjects car coming from the south and it went through the stop sign a block away without lights. After going through the stop sign, the automobile turned on its lights and sped past the police station, going north on highway 18. DENNIS LE COMPTE, JONES and SWIFT BIRD then got in the police car and pursued the subjects; however, they were outrun. They chased them for approximately four miles, turned around and then started back toward the police station. JONES then saw the automobile was following them, so LE COMPTE parked the car on a side road near the hospital and turned off the lights. The subjects drove past, going south, and the police car followed.

He continued that the subjects did not stop at the stop sign and the police car followed them but stopped at the stop sign and picked up SIDNEY YOUNG, who was standing on the corner. They again started following the subjects and saw them parked on the road about one-quarter of a mile away. When the police car came in sight, the subjects started their car and sped toward White Clay, Nebraska. The police car caught up with the subjects just as they passed the State line, turned the siren on and the subjects stopped the car. All four of the officers then got out of their car and LEROY JANIS started to swing at DENNIS LE COMPTE, who had told them they were under arrest. DICK WILSON said the officers were out of their jurisdiction and had better get back to South Dakota. LEROY JANIS repeated that statement and then started to engage in a fist fight with LE COMPTE. Before he struck a blow or completed a swing, LE COMPTE made a pass at LEROY with a blackjack and missed. LEROY then said he did not want any trouble with LE COMPTE as he was a Federal officer.

NW 55293 DocId:32989685 Page 213

During this time, one of the subjects hit Officer YOUNG and knocked him down and when he got up, he had his revolver in his hand. WHALEN, DONALD JANIS and DICK WILSON then backed YOUNG up and SWIFT BIRD and JONES attempted to get between them. SWIFT BIRD stated that he does not know if any of the three subjects had their hands on YOUNG; however, YOUNG then shot DICK WILSON twice with a .38 caliber gas shells and WILSON went down to the ground. YOUNG then told WHALEN and DONALD JANIS that he had only live shells in his gun and for them to back up. DENNIS LE COMPTE and WHALEN then helped WILSON get off the ground to the side of his car. Right after DICK WILSON was shot with tear gas, SWIFT BIRD was talking with WHALEN at the side of the car and WHALEN said he was not drunk and asked SWIFT BIRD for a light, which SWIFT BIRD gave to him. At that time, LEROY JANIS had gone over to SIDNEY YOUNG and pretended to apologize to him and when YOUNG lowered his revolver, LEROY JANIS hit him in the face with his fist. YOUNG did not go down to the ground and he yelled at LE COMPTE and asked if he should shoot JANIS. LE COMPTE then got LEROY JANIS and was taking him back to the car, when DICK WILSON, who was blinded by tear gas, yelled at LEROY JANIS and said to leave YOUNG alone as YOUNG was "his meat". This, according to SWIFT BIRD, meant that DICK WILSON would get YOUNG at a later date.

SWIFT BIRD continued that the fight then stopped at this point and he, JONES and YOUNG got in the police car and LE COMPTE was putting the subjects in their car. JONES drove the police car up the road, turned around and came back and stopped directly across the highway from the subjects' car. LE COMPTE had all of the subjects in their car and was putting YVONNE WILSON in the car when GEORGE WILSON drove up. GEORGE WILSON went to the subjects' car, talked for a few seconds and then walked to the police car on the driver's side. All of the windows were up and GEORGE WILSON struck a blow at JONES, who was in the driver's seat, breaking the window of the Government car. GEORGE WILSON's arm went through the broken window and JONES immediately opened the door and started fighting with GEORGE WILSON. YOUNG opened the other front door and started to get out; however, DONALD JANIS and WHALEN grabbed him before he could get out of the car. One of them got YOUNG's gun away from him and about that time, LEROY JANIS got a headlock on SWIFT BIRD, who was getting out of the back seat. SWIFT BIRD got away from LEROY JANIS and saw JONES coming around the back of the car. LEROY JANIS then struck JONES a glancing blow on the head with YOUNG's revolver, knocking JONES to the ground. LEROY JANIS then got on top of JONES and

NW 55293 DocId:32989685 Page 214

struck him a solid blow in the face with the revolver, cutting a gash in the bridge of JONES' nose. SWIFT BIRD then get behind LEROY JANIS and as he started to get a hold of him, LEROY JANIS swung around and pointed the revolver at SWIFT BIRD and ordered him to back off and told him to start walking and not come back. SWIFT BIRD saw JONES get off the ground and start walking toward White Clay in a very unsteady manner. SWIFT BIRD stated that he kept walking on the orders of LEROY JANIS and walked to a neighboring farmhouse and then on into Pine Ridge, South Dakota.

SWIFT BIRD stated that right after YOUNG had shot DICK WILSON with tear gas, SWIFT BIRD had stopped a pick-up truck and told LOUISE SKINNER of Pine Ridge, South Dakota, and JIM OGLE, (phonetic) Allen, South Dakota, to notify the Sheriff at Rushville, Nebraska, to come to White Clay, Nebraska. He told them that there had been a fracas. SWIFT BIRD stated that he stopped this car inasmuch as he thought, at that time, that YOUNG had shot DICK WILSON with a live shell and not with tear gas.

Concerning SWIFT BIRD's activities the night of October 16, 1954, he stated that at 7:00 p.m. he went to the movie at the boarding school with his wife and four children, ALICE JACK and her little girl. They got out of the movie and were home at approximately 9:00 p.m. Approximately fifteen minutes later, they had a telephone call from SIDNEY YOUNG, who said that a woman had been knifed and he wanted SWIFT BIRD to go to the hospital and investigate it. SWIFT BIRD got in his car and drove to the Pine Ridge Indian Hospital and YOUNG and JONES were there with Mrs. MOLLIE SITTING HOLY waiting for the doctor. They were there for approximately five minutes and Dr. RUBY appeared. SWIFT BIRD stated he talked with Dr. RUBY and Mrs. SITTING HOLY and then he and JONES drove back to the police station. SIDNEY YOUNG drove the police car from the hospital to the police station. Mrs. DENVER TYON came to the police station right away and said she had seen GEORGE SITTING HOLY going south toward White Clay, so SWIFT BIRD, YOUNG, JONES and LEONARD JACK drove to White Clay but could not find GEORGE SITTING HOLY. They drove around the rodeo grounds at White Clay, saw a car parked there, which YOUNG said belonged to JIM WILSON. They then drove back through Pine Ridge, South Dakota, and to MARY LAKOTA's place about six miles northwest of Pine Ridge and there arrested GEORGE SITTING HOLY. They brought him back to the Pine Ridge jail and booked him at 10:40 p.m. according to the daily police log. SWIFT BIRD stayed at the police station for a while getting blankets and so forth for

NW 55293 DocId:32989685 Page 215

SITTING HOLY and then went home. He was home for approximately twenty minutes when GORDON JONES came and got him.

SWIFT BIRD continued that he definitely did not have a drink of any alcoholic beverage all that day and was not involved in any type of argument in front of his home with anyone. In his opinion, neither YOUNG or JONES and been drinking and were completely sober that night.

The daily log of the Pine Ridge Police Department dated October 16, 1954, reflects that Mrs. SITTING HOLY came to the police department at 8:45 p.m. and was taken to the Pine Ridge Hospital by SIDNEY YOUNG, GORDON JONES and LEONARD JACK. The police log further reflects that GEORGE SITTING HOLY was booked at the Pine Ridge Police Department at 10:40 p.m. that date.

Mr. SIDNEY D. YOUNG, guard and night watchman, Pine Ridge Indian Agency, was interviewed by the writer in the presence of Special Officer DENNIS LE COMPTE on October 21, 1954, and furnished the following information concerning his recollection of the events happening on the night of October 16, 1954:

YOUNG stated that he was home in Pine Ridge all day on Saturday October 16, 1954, and had nothing to drink. At approximately 6:00 p.m. that evening, he went on duty as a guard and was patroling the agency area. At about 8:45 p.m. the red light went on so he went to the police station, where he found Mrs. MOLLIE SITTING HOLY, who said that she had been knifed by her husband. He, JONES and LEONARD JACK took her to the Pine Ridge Indian Hospital and YOUNG then called JOE SWIFT BIRD at a little past 9:00 p.m. SWIFT BIRD came to the hospital and all talked to Mrs. SITTING HOLY and waited until Dr. RUBY came. After Dr. RUBY arrived, SWIFT BIRD and JONES went in SWIFT BIRD's car and he and JACK drove the police car back to the police station. Mrs. DENVER TYON came by very shortly and said that she had seen GEORGE SITTING HOLY going toward White Clay, Nebraska. He, SWIFT BIRD, JONES and JACK got in the police car and went to White Clay; however, they could not find GEORGE SITTING HOLY. They drove around the rodeo grounds and YOUNG recognized JIM WILSON's car, which was parked there. They did not stop and went back through Pine Ridge to the LAKOTA place about six or seven miles north of Pine Ridge, South Dakota. They there arrested GEORGE SITTING HOLY and brought him back to the police station and booked

NW 55293 DocId:32989685 Page 216

him at 10:40 p.m. They stayed at the station for a few minutes and SWIFT BIRD then went home.

YOUNG continued that he, JONES and JACK then drove the police car to his house and started to go in for a cup of coffee when he saw a car turning at the stop sign on Main Street going east. He saw someone in the car throw a beer can in the street as they turned the corner so he, JONES and JACK got back in the police car and started after them. He saw the car parked in front of the Lone Dog Cafe in Pine Ridge; however, when they got up with them, the WILSON car took off on United States Highway 18 going east. They chased the subjects car; however, the police car was not functioning properly so they gave up the chase, turned around and started back to Pine Ridge to get DENNIS LE COMPTE and his automobile. The WILSON car also turned around and followed to the parking area in the rear of LE COMPTE's house. When the WILSON car came up behind them, he and JONES walked back to the WILSON car and he asked DICK WILSON, who was driving, what he was pulling off as he was putting himself and YOUNG on the spot. DICK WILSON did not answer and YOUNG started back to the police car. He then heard DICK WILSON tell JONES to get the light out of his face but could not hear any more of the conversation. JONES came back to the police car and YOUNG told JONES and JACK to go get LE COMPTE and SWIFT BIRD. The WILSON car then backed up and someone said, "Go get DENNIS LE COMPTE and the rest of your _____ cops". The WILSON car then left.

YOUNG continued that JONES and JACK returned to the car with JOE SWIFT BIRD and the four of them then drove to the police station and parked the car. JACK then lifted the hood and started messing with the motor and SWIFT BIRD went inside to make a phone call. The WILSON car stopped on the highway in front of the police station and were cursing JONES in loud voices. He and JONES started to get out of the car and the WILSON automobile then left again.

A few minutes later, DENNIS LE COMPTE drove up in his Government automobile and a few seconds later the WILSON car again passed the station going north. DENNIS, SWIFT BIRD and JONES chased them in LE COMPTE's car and he drove the police car around town. He then saw the WILSON car come through Pine Ridge again going south toward White Clay, Nebraska. Inasmuch as the police car was not operating properly, he parked it and was picked up shortly by LE COMPTE, SWIFT BIRD and JONES. They chased the

NW 55293 DocId:32989685 Page 217

WILSON car and saw two or three beer cans being thrown from the WILSON car. They caught up with the WILSON car just prior to reaching the Nebraska State Line; however, DICK WILSON weaved his car back and forth preventing the police car from coming abreast with them. LE COMPTE turned on the siren and the WILSON car then stopped and all of the occupants of the WILSON car got out, as did the police officers. LEROY JANIS started after DENNIS LE COMPTE and DONALD JANIS and ROBERT WHALEN came after him. They were backing him up so he pulled his revolver and held them off. DICK WILSON's wife came up and said it was going to cause a lot of trouble, so JONES put his revolver away. When his revolver was in the holster, either WHALEN or DONALD JANIS hit him in the jaw almost knocking him to the ground. He again pulled his revolver and by then DICK WILSON joined DONALD JANIS and WHALEN. DICK WILSON grabbed the cross strap of his sambrowne belt and told him to unload his revolver. He said that he would not unload it so DICK WILSON drew back to hit him and he then pushed DICK WILSON away and shot him twice with .38 caliber tear gas shells. DICK WILSON went down and LEROY JANIS rushed up and hit YOUNG with his fist. YOUNG then was surrounded by LEROY JANIS, DONALD JANIS and ROBERT WHALEN and he was trying to hold them off with his revolver and asked LE COMPTE if he should shoot one of them. He told them that there were no more gas shells in his gun and that the rest were lead bullets so they then backed down.

YOUNG continued that things then quieted down and the subjects got back in their car and he, SWIFT BIRD and JONES got in the police car, drove about a block down the highway, turned around and then parked directly across the road from the WILSON car.

He stated that just about then GEORGE WILSON drove up, walked to the JIM WILSON car and the next thing that he saw, GEORGE WILSON was at the window of the police car. GEORGE WILSON then struck at JONES through the window, breaking the window of the Government automobile. JONES then said something to the effect of let's get them, so JONES opened the door and got out. As YOUNG opened the other front door, DONALD and LEROY JANIS grabbed him and ROBERT WHALEN got him from the driver's side. LEROY grabbed YOUNG's revolver from his hand and ROBERT and DONALD JANIS held him and hit him several times. He stated that he must have passed out as the next thing he knew, he was across the ditch and lying next to the fence row; everyone was gone, so he walked back to Pine Ridge and then went to the hospital for treatment in LE COMPTE's car.

NW 55293 DocId:32989685 Page 218

YOUNG stated that he definitely was not drinking any alcoholic beverage nor were any of the other police officers. He stated he does not know whether the subjects were intoxicated nor does he have any proof they were drinking. The only thing in this regard was the fact that he saw the empty beer cans being thrown from the WILSON car when they were chasing it from Pine Ridge to White Clay, Nebraska.

Interview with Eye Witness

Mr. GORDON JAMES JONES, a volunteer Deputy Tribal Policeman, was interviewed by the writer in the presence of Special Officer DENNIS LE COMPTE on October 21, 1954, and furnished the following information concerning his recollection of the events happening on October 16, 1954:

JONES stated that he came on duty at approximately 6:00 p.m. on October 16, 1954, and was cruising in the police car with SIDNEY YOUNG and LEONARD JACK. At approximately 8:00 p.m., he saw JIM WILSON's car parked near the One Dog Cafe on Main Street of Pine Ridge, South Dakota. JONES stated that he did not notice anyone in the car at that time. At 8:45 p.m., Mrs. MOLLIE SITTING HOLY came to the police station and said that she had been knifed by her husband. He, YOUNG and JACK took Mrs. SITTING HOLY to the Pine Ridge Indian Hospital and YOUNG then called JOSEPH SWIFT BIRD to come to the hospital to investigate the matter. A short while later, SWIFT BIRD came to the hospital and talked to Mrs. SITTING HOLY, the nurse on duty on Dr. RUBY. He and SWIFT BIRD then drove back to Pine Ridge in SWIFT BIRD's car and YOUNG and JACK came to Pine Ridge in the police car. Mrs. TYON then came to the station and said that she had seen GEORGE SITTING HOLY going toward White Clay, Nebraska. The four got in the police car and drove to White Clay looking for SITTING HOLY; however, they did not find him so they drove to the White Clay rodeo grounds and saw a car parked there. He thought, at that time, it was JIM WILSON's car but was not sure. They then went through Pine Ridge and back to where GEORGE SITTING HOLY was living, which was about six miles northwest of Pine Ridge. They arrested GEORGE SITTING HOLY and brought him to the police station and then booked him. SWIFT BIRD went home shortly thereafter and he, YOUNG and JACK started patroling the town again. They stopped at YOUNG's house and were almost in the house when he heard a car speeding so they then got back in the car. They caught up with this car in front of the Lone Dog Cafe where it had stopped; however, it

NW 55293 DocId:32989685 Page 219

pulled out when they got there and headed east on Highway 18. They got up even with the car but could not pass it so YOUNG turned the police car around and they started back for Pine Ridge. The other car went about 100 yards, stopped and also turned around. They then drove to DENNIS LE COMPTE's house to get another car to help them and the subjects followed and pulled up behind LE COMPTE's house also. He and YOUNG walked back to the subjects' car and he shined a light in the car and YOUNG said something to the subjects to the effect that they ought to know better than that and they replied with a question as to why the cops were following them. He and YOUNG then walked back to the police car and the subjects cursed them and were using loud and obscene language. YOUNG told him to get DENNIS LE COMPTE and SWIFT BIRD to help them. He and JACK started after DENNIS and SWIFT BIRD and subjects were honking the horn and racing their motor.

JONES continued that they got SWIFT BIRD and when they returned to the car, the subjects were gone. SWIFT BIRD got in the car with them and drove back to the police station and tried to find out what was wrong with the police car, which was not operating correctly. SWIFT BIRD went inside the police station to make a telephone call and he and YOUNG stayed in the car. The subjects drove by, stopped in the middle of the road and again cursed he and YOUNG and as he and YOUNG got out of the car, the subjects drove south on highway 18. SWIFT BIRD then came out of the police station and DENNIS LE COMPTE drove up. They saw a car come north through the stop sign with no lights and recognized it as the subjects' car. When it passed the station, he, LE COMPTE and SWIFT BIRD got in the police car and tried to catch them. They followed for about five miles and when they could not catch them, turned around and started toward Pine Ridge.

JONES then saw a car following so LE COMPTE pulled off the road and waited until the car passed to be sure it was the subjects. When it was determined that it was the WILSON car, they started after them again and when they arrived at the stop sign, YOUNG was there, so he got in the car with them. They drove for approximately one-quarter of a mile and saw the subjects parked with their lights off; however, they started up again when they saw the police car coming. He continued that they caught up with the subjects just at the State line and turned the siren on so the subjects stopped. All the parties got out of both cars and ROBERT WHALEN and Mrs. DICK WILSON came up to JONES, who had a blackjack in his hand. Both said something to the effect that

NW 55293 DocId:32989685 Page 220

he was not to do anything and there would not be any trouble. At that time, DENNIS LE COMPTE was talking to LEROY JANIS. There was talking for a short time and then he heard two shots, turned and ran in that direction and saw DICK WILSON fall in a ditch about 15 yards in front of LE COMPTE's car. He then saw DONALD JANIS and ROBERT WHALEN remove their shirts and they were trying to get at Officer YOUNG. JONES and SWIFT BIRD tried to get between them and WHALEN finally said that they would quit if YOUNG would put away his gun, which YOUNG did. JONES stated that he is not positive but believes that one of them then hit YOUNG as YOUNG pulled his gun again and asked LE COMPTE if he should shoot. YOUNG finally put his revolver away and came to the car along with SWIFT BIRD and they locked the doors and rolled up the windows.

JONES continued that at this point everything was calm and no one was fighting so JONES drove LE COMPTE's car down the road, turned it around and parked it directly across the highway from the subjects' car. He, SWIFT BIRD and YOUNG were sitting there when GEORGE WILSON drove up. DENNIS had all of the subjects in their car, except Mrs. WILSON, when GEORGE WILSON drove up. GEORGE WILSON then went to the subjects' car and shortly thereafter, GEORGE WILSON and the other subjects started for LE COMPTE's car. GEORGE WILSON came to the driver's side of the police car and swung his fist, breaking the window on the driver's side, his entire arm going through the window. JONES stated that he then opened the door, jumped out and started wrestling with GEORGE WILSON. When WILSON started using his fists, he then hit WILSON and knocked him down. He also fell down and one of the subjects then jumped on him and started hitting him with his fists. DENNIS LE COMPTE then pulled this man off of him and started for LE COMPTE's car, where he could see fists flying at YOUNG. As he reached the rear of the car, LEROY JANIS came for him and the next thing he knew, he was on the ground and LEROY JANIS had his knee in his stomache and JANIS swung again with a revolver, which he had in his hand, hitting JONES again in the head. LEROY JANIS had the gun pointed out at his head and he started rolling to get away from him. Someone then pulled JANIS off of him and JONES then started north down the highway toward White Clay, Nebraska, for hlep. He met SWIFT BIRD later at Kelly Coon's house, where they tried to get help; however, no one would answer their door. He and SWIFT BIRD started walking to Pine Ridge and he, JONES, passed out in a field. When he came to, no one was around so he walked to Pine Ridge and to LE COMPTE's house. LE COMPTE was home and SWIFT BIRD and YOUNG came in a little later and all four went to the Hospital, where YOUNG and he received treatment.

NW 55293 DocId:32989685 Page 221

JONES stated that he definitely had no alcoholic beverage that entire day and to his knowledge, neither did SIDNEY YOUNG or JOSEPH SWIFT BIRD or DENNIS LE COMPTE.

Interviews with Subjects

It is noted that prior to interviewing the subjects, each was advised of the seriousness of the allegation made against him and the fact that any information furnished by him would be used in court against him. Each was advised that he was under no complusion to answer questions and that if he did, it was to be on a voluntary basis.

Mr. LEROY JOSEPH JANIS was interviewed by the writer on October 20, 1954, at the residence of DENNIS LE COMPTE and in his presence. JANIS declined to furnish a signed statement; however, advised that on Saturday, October 16, 1954, he was in Martin, South Dakota, and was drinking whiskey at the M and M Bar. Late in the afternoon, he drove his car to Pine Ridge and fixed two flats at Al's Texaco Service in Pine Ridge. He parked his car at his sister's house and woke up his brother, DONALD JANIS. He and DONALD then got in a car with ORLIN W. WILSON, his wife and MERLE ROBERT WHALEN. They drove out into the country and one of the boys played a guitar and the rest sang songs. He stated he cannot recall whether he was drinking anything at that time. He believes that they went to someone's house to get dressed for a dance. It was his opinion that they went to the home of JIM WILSON so ORLIN's wife could change her clothes. He does not recall stopping and talking to any police officers on their way through town. On the way back through Pine Ridge, he does recall stopping at the stop sign and then proceeding south on the highway toward White Clay, Nebraska, where the dance was to be held. He believes they stopped the car before reaching the State line and the four men relieved themselves along the highway. Just as they crossed the State line into Nebraska, he heard a siren and someone said, "It's the cops, stop the car", so they stopped. LEROY JANIS stated he does not remember what started the fight but he does recall participating in it. He stated that he also remembers getting SIDNEY YOUNG's revolver out of the police car; however, he does not recall hitting anyone with it. LEROY JANIS stated he cannot recall the details of the fight inasmuch as he was intoxicated at that time.

NW 55293 DocId:32989685 Page 222

Mr. MERLE ROBERT WHALEN was interviewed by the writer on October 20, 1954, at the residence of DENNIS LE COMPTE and in his presence. WHALEN declined to furnish a signed statement; however, advised that on Saturday, October 16, 1954, he spent the afternoon at his home. After sundown, ORLIN WAYNE WILSON, whom he knows as DICK WILSON, his wife, YVONNE, and their three children came to his home. They stayed for about an hour and then he left with them in their automobile. They picked up DONALD and LEROY JANIS and went in to downtown Pine Ridge and all then went to JIM WILSON's place northwest of Pine Ridge. They stayed there for approximately two hours or more and he did not drink nor did he see anyone else take a drink. They then decided to go to the dance held at White Clay, Nebraska, so they drove to HERMIS MARRIVAL's place approximately a mile and a half north of Pine Ridge to pick up GRETA MARRIVAL to take her to the dance. She was not home so they drove back northwest to the Calico Community Hall, turned around and again started toward White Clay. While riding, one of the men was playing a guitar and the rest were singing. When they arrived in Pine Ridge, they stopped at the stop sign and then drove on toward White Clay, Nebraska. Before crossing the State line, they stopped the car and DICK WILSON relieved himself at the bottom of the graveyard hill. Just as they passed the State line, they heard a siren and the car stopped. Someone said to stop as it was the cops.

WHALEN stated that he was the last one out of the car and as he was getting out of the car, he heard two shots and saw DICK WILSON on the ground not over 7 feet in front of the police car. He then helped move DICK WILSON off the road, took his shirt off and then talked to JOE SWIFT BIRD, one of the officers. WHALEN stated he smelled alcohol on SWIFT BIRD's breath and he was of the opinion that SWIFT BIRD was intoxicated. He continued that he saw DONALD and LEROY JANIS standing by SIDNEY YOUNG and when he went over to them, YOUNG turned his pistol on ROBERT WHALEN. YOUNG was asking LE COMPTE if he should kill them; however, he did not hear LE COMPTE's answer. WHALEN then told GORDON JONES to get YOUNG out of there and he would quiet the other two down. He stated that everything then quieted down and they got in their car and were sitting there when GEORGE WILSON drove up. The next thing he knew, GEORGE WILSON had his arm through the window of the police car and he saw SIDNEY YOUNG sitting in the front seat of the police car and had his revolver in the stomache of LEROY JANIS, who had also gone to the police car. WHALEN stated he helped pull GEORGE WILSON's arm out of the broken window and saw LEROY JANIS grab the pistol from YOUNG. He and DONALD JANIS then held

NW 55293 DocId:32989685 Page 223

YOUNG down in the front seat of the police car and he hit YOUNG at least one blow on the back of the head just before LEROY took YOUNG's gun away from him. LEROY then went around the car with the revolver and did not see what happened to either JONES or SWIFT BIRD.

He continued that while he was holding YOUNG down in the police car, he detected the odor of alcohol and was of the opinion that SIDNEY YOUNG was drunk. YOUNG then said he would forget about everything so he and DONALD JANIS let YOUNG up. He, LEROY, DONALD and DICK WILSON, then got in their car and went home.

WHALEN stated that he knew all of the officers that were involved and knew that they were policemen from Pine Ridge, South Dakota.

Mr. DONALD ROBERT JANIS was interviewed by the writer on October 21, 1954, in the presence of DENNIS LE COMPTE and declined to furnish a written statement; however, he stated he would freely discuss the instant matter. JANIS stated he came to Pine Ridge on the evening of October 16, 1954, and went to the residence of his sister. DICK WILSON, his wife, YVONNE, ROBERT WHALEN and LEROY JANIS came and picked him up at this house after dark. He stated that they had a quantity of beer and a half pint of whiskey and all were drinking at that time. They then went to JIM WILSON's place and sat and talked there for some length of time. YVONNE was supposed to change her clothing to go to a dance while they were there. While at JIM WILSON's, he did not drink and saw no one else take a drink. They were there for approximately one-half hour and then left and all started drinking again. They went to HERMIS MARRVAL's place about one mile northwest of Pine Ridge and YVONNE went in and stayed three or four minutes and came back and got into the car. They then drove north to the vicinity of Calico Community Hall, turned around and again came through Pine Ridge. They drove to the rear of DENNIS LE COMPTE's house and saw SIDNEY YOUNG, GORDON JONES and another man in the Government police car. YOUNG and JONES came to their car and YOUNG said something about a beer can they were supposed to have thrown out of the car. Someone told YOUNG that they did not throw the beer can and they then left. He did not hear any more of the conversation between JONES, YOUNG and the other occupants of the subjects' car.

As they were driving around, he was playing on the guitar in the back seat and did not notice where they were going. He stated he does not recall stopping in front of the police station and

HQ 55293 DocId:32989685 Page 224

cursing YOUNG and JONES nor does he recall being chased by the police north on United States Highway 18. He stated he does recall going south through Pine Ridge on Nebraska State Highway 87 and stopping to relieve themselves prior to reaching the State line.

JANIS continued that when they reached the State line, they heard the siren of the police car and stopped just over the line. The officers and the occupants of the subjects' car got out and LE COMPTE came up to the subjects' car. He said something about taking them back to Pine Ridge and he then saw YOUNG hit the ground but did not see who had hit him. YOUNG came off the ground with his revolver in his hand so DICK WILSON grabbed him by the cross strap of his sambrowne belt and was telling him to put the gun away. JANIS stated that he heard two shots and saw DICK WILSON fall to the ground. He, WHALEN and LEROY JANIS then went to YOUNG and were surrounding him and cursing him. LE COMPTE then pulled him away and told him to get into the car; however, he did not go.

JANIS continued that things quieted down and LEROY JANIS then hit YOUNG with his fist. He does not recall how the fight broke up; however, everyone then got back in their own automobiles. The police car with JONES, SWIFT BIRD and YOUNG in it went south on the highway for a short distance, turned around and came back and parked just across the street from the WILSON car and were facing north.

JANIS stated that just about then, GEORGE WILSON drove up, came over to the WILSON car and asked what had happened. DICK WILSON said he had gotten shot so GEORGE walked across the road and he, WHALEN and LEROY followed a few seconds later. He then saw GEORGE swing his fist through the window of the police car and he and LEROY ran around to the other side of the car. WHALEN got in the police car from the driver's side and he and LEROY were fighting with YOUNG, who was still in the front seat of the car. LEROY took YOUNG's gun away from him and got out of the way, so DONALD took his place and was striking YOUNG as was WHALEN. GEORGE's wife and DICK's wife came and pulled DONALD and WHALEN away from YOUNG and then went over to the WILSON car. He did not see LEROY strike JONES with the pistol. He then looked around and the only police officer there was LE COMPTE and the fight was over. They all got in their car then and went to JIM WILSON's place, where they washed out DICK WILSON's eyes.

NW 55293 DocId:32989685 Page 225

Mr. GEORGE FRANCIS WILSON was interviewed by the writer and DENNIS LE COMPTE on October 21, 1954, and furnished the following signed statement:

"10-21-54
Pine Ridge, S. D.

"I, George Francis Wilson, make this free & voluntary statement to Dennis Le Compte, Special Officer, USIS, and to Robert J. Stevens who has identified himself as a Special Agent of the FBI. No threats or promises were made to obtain this statement and I was told it could be used in court against me. I was also told of my right to a lawyer.

"On Saturday night, 10-16-54, I had been drinking and went to bed at approximately 9:30 p.m. Around midnight someone came to my house in Pine Ridge and told my wife that there had been a fight, the officers had shot my brother, Dick Wilson, and that Dick was lying in the road. My wife & I got dressed and drove to the scene of the fight which was just over the Nebraska South Dakota line on Nebraska State Highway 87.

"When we arrived at the scene the police car was parked on the east side of the road pointing north and directly across the road was my fathers car pointing south. I walked on the road between the two cars and heard my brother Dick yell that he had been shot. I think Dick pointed to the police car and said 'that (curse word unrecalled) shot me.' I walked over to the police car and saw officer Jones sitting behind the wheel and I immediately struck at him. I thought the window was down but knew it wasn't when the window broke, cutting my arm. Jones came out of the car and he and I fought. Either Jones hit me or I fell hitting my head on the pavement. The next thing I knew, I was standing in the ditch talking to Officer Le Compte. At that time the fight was all over and I know nothing of the details of the fight engaged in by the others.

"When I struck at Jones I recognized him and knew he was in a government automobile, however I did not

NW 55293 DocId:32989685 Page 226

"consider Jones a policeman as he is just a volunteer who rides around with the other officers.

"I have read t is statement consisting of two pages and it is true and correct to the best of my knowledge and recollection.

"/s/ George F. Wilson

"Witnessed:
/s/ Robert J. Stevens, Spec Agt. FBI, Rapid City S.D., 10-21-54.
/s/ Dennis Le Compte, Special Officer, USIS"

Mr. ORLIN WAYNE WILSON was interviewed by the writer in the presence of DENNIS LE COMPTE on October 21, 1954, and declined to furnish any information in the instant matter.

Interview of Witnesses

Mr. DICK WHALEN, father of subject WHALEN, contacted the writer on October 20, 1954, relative to the captioned matter. He stated that he had no first-hand knowledge what transpired on the evening of October 16, 1954; however, he had heard that the officers involved had been drinking. When requested to be specific in his allegations, he stated that the waitress who works in his cafe, Mrs. LOUISE SKINNER, had told him that she had passed by the scene of the alleged assault and JOSEPH SWIFT BIRD and appeared intoxicated when he talked with her. Mr. WHALEN continued that Mrs. SKINNER was the only person he had heard make such a remark.

Mrs. LOUISE SKINNER was interviewed by the writer on the evening of October 20, 1954, and advised that she and a male companion, whose name she would prefer not to divulge, were driving north on Nebraska State Highway 87 at approximately midnight on October 16, 1954, and had been stopped at the scene of the alleged assault by Officer JOSEPH SWIFT BIRD. He asked Mrs. SKINNER and her companion to telephone the Sheriff at Rushville, Nebraska, and ask him to come to the scene of the fight. When asked what the trouble was, SWIFT BIRD and said something about DICK WILSON having run into some officers. According to Mrs. SKINNER, the statement made no sense and she had assumed that SWIFT BIRD was intoxicated. She stated she had smelled no alcohol on SWIFT BIRD's breath and was completely unfamiliar with SWIFT BIRD's manner of speech when sober, intoxicated or excited.

NW 55293 DocId:32989685 Page 227

Mrs. VELMA ROSE WILSON, wife of subject GEORGE WILSON, was interviewed by the writer and DENNIS LE COMPTE on October 21, 1954, and furnished the following signed statement:

"10-21-54
Pine Ridge, S.D.

"I, Velma Rose Wilson, make this free & voluntary statement to Robert J. Stevens who has identified himself as a Special Agent of the FBI. No threats or promises were made to obtain this statement and I was told it could be used in a court of law.

"On Saturday, 10-16-54, my husband, George Wilson was drinking and we retired for the night at our home in Pine Ridge, I think George went to sleep at approximately 9:30 p.m.

"At approximately midnight someone came to our front door and told me the cops were having a fight and Dick Wilson had been killed was lying on the road across the state line. I woke George up, we got dressed, and I drove us to the scene of the fight. We pulled up behind Jim Wilson's car & George got out. I stayed in our car and George ran over to the police car and hit at someone through the window. The man who was sitting in the drivers seat of the police car got out and hit George with something and knocked him down. I then saw a group of men in and around the police car and they appeared to be arguing. I don't recall any of the details of what took place as I was extremely nervous and frightened.

"I would be unable to testify to specific details due to my nervous condition at the time.

"I don't know how the fight broke up but all of a sudden they started going back to their cars.

"I have read the statement of two pages and it is true & correct to the best of my knowledge and recollection.

"/s/ Velma Rose Wilson

NW 55293 DocId:32989685 Page 228

"Witnessed:
/s/ Robert J. Stevens, Spec Agt, FBI, Rapid City, S.D., 10-21-54
/s/ Dennis Le Compte, Special Officer, USIS"

Mrs. YVONNE WHALEN WILSON, wife of subject ORLIN WILSON and a sister to subject WHALEN, was interviewed by the writer in the presence of Officer LE COMPTE on October 21, 1954. She admitted that she was in the automobile with the subjects on October 16, 1954; however, she denied that anyone had been drinking. When asked specific questions, Mrs. WILSON would merely sit and say nothing. The interview was concluded at that time.

Witnesses Observing Condition of Officers on October 16, 1954

At the direction of the writer, Mr. JOHN B. RICHARD, Deputy Special Officer, United States Indian Service, who was not involved in the instant matter, contacted persons who were in a position to observe the condition of the involved officers on the evening and night of October 16, 1954, and the following signed statements were obtained:

"Molly Sitting Holy - age 32
Pine Ridge, South Dakota
22 October 1954

"I, Molly Sitting Holy, an enrolled member of the Oglala Sioux Tribe, knowing John B. Richard, to be a Federal officer, voluntairly and willingly make the following statement. No promise of reward or threat has been made in order to obtain it.

"On Saturday night, 16 October 1954, at approximately 10:PM I was beat up by my husband George Sitting Holy, so Denver Tyon and wife brought me to the Pine Ridge Hospital. I had occasion to talk to Joe Swift Bird, Sidney Young and Gordon Jones, at the jail and later at the hospital. None of these men looked or acted drunk nor could I detect the odor of intoxicants of any sort.

"The above statement I have read and find it to be true and correct to the best of my memory.

"signed: Mollie Sitting Holy

NW 55293 DocId:32989685 Page 229

"Witness: John B. Richard
Deputy Special Officer USIS"

"Mrs. Julia Tyon - age 41
Pine Ridge, South Dakota
22 October 1954

"I, Julia Tyon, an enrolled member of the Oglala Sioux Tribe, knowing John B. Richard to be a federal officer make the following statement voluntairly and willingly. No promise of reward or threat has been made in order to obtain it.

"On Saturday night 16 October 1954, I took Mrs. Molly Sitting Holy to the Pine Ridge jail where she made a complaint against her husband who had beat her up. It was approximately 10:15 PM when we arrived at the jail. No one was at the jail at the time we arrived so we turned the Red signal light on and in about five minutes the cops arrived. They were Gordon Jones and Sidney Young and another man was with them. They took information from Mrs. Sitting Holy and carried her out side and placed her in a police car and took her to the hospital. Neither of these men acted drunk or like they had been drinking nor could I detect the odor of intoxicants of any sort. Later that night or about one-half hour later we seen George Sitting Holy so we returned to the jail and told the police as we knew the police were after him. At this time I saw Joe Swift Bird, who looked and acted like he was not drinking or had been drinking.

"I have read the above statement and it is true and correct to the best of my memory.

"signed: Julia Tyon

"Witness: John B. Richard,
Special Deputy Officer USIS"

"Verna R. Cadotte - age 38
Pine Ridge, So. Dak
21 Oct 1954

NW 55293 DocId:32989685 Page 230

"I, Verna R. Cadotte, registered nurse, was on duty at Pine Ridge Hospital, Saturday 16 October 1954.

"At 10:30 P.M. Joe Swift Bird, Sidney Young, Gordon Jones and another man came to the hospital with Mrs. Molly Sitting Holy, who was admitted to the hospital. These men did not act or look drunk in any way.

"I have given the above statement to John B. Richard, who introduced himself as a Federal officer. This statement I give willingly and without any threat or promise of reward.

"signed: Verna R. Cadotte R.N.

"Witness: John B. Richard
Deputy Special Officer USIS"

"Mary Lakota
Pine Ridge, South Dakota
21 October 1954

"I, Mary Lakota, an enrolled member of the Oglala Sioux Tribe, knowing John B. Richard to be a Federal officer voluntairly and willingly make the following statement. No promise of reward or threat has been made in order to obtain it.

"On Saturday night 16 October1954, at 9:00 P.M. Joe Swift Bird and two other police came into my house after my son, George Sitting Holy. Joe Swift Bird sat down along side of me and gave me a cigarette and talked to me while George was getting his clothes on. The other two men were standing inside the room. None of these men acted or looked intoxicated nor could I detect an order of alcohol or intoxicants of any sort.

"This statement has been read and interpreted to me by John B. Richard, and I find it to be true and correct.

"signed: Mary Lakota

"Witness: John B. Richard, Deputy
Special Officer USIS"

NW 55293 DocId:32989685 Page 231

"Manning C. Rider
Pine Ridge, South Dakota
21 October 1954

"Im Manning C. Rider, Department Head (Guidance) at Oglala Community High School, was on duty in charge of the school theater, Saturday night 16 October 1954. I sold Joe Swift Bird a show ticket, for his wife. Then later on I went into the theater while the show was on and talked to Joe Swift Bird who was standing in the rear of the theater. Joe, did not talk or act intoxicated in any manner, nor could I detect the odor of intoxicants of any kind. The time was approximately 8:30 P.M.

"I have given this statement willingly to John B. Richard, knowing he is a Federal officer, and it is true and correct to the best of my memory.

"signed: Manning C. Rider

"Witness: John B. Richard
Deputy Special Officer USIS"

"Gloria Ann Brown - age 21
Pine Ridge, South Dakota
21 October 1954

"I, Gloria Ann Brown, knowing John B. Richard, to be a Federal officer, voluntairly and willingly make the following statement. No promise of threat or reward has been made in order to obtain it.

"I came on duty at the Pine Ridge Hospital as night nurse at 11:P.M., Saturday night, 16 October 1954. At approximately 2:AM morning of 17 October 1954, Joe Swift Bird, Gordon Jones, Sidney Young and two others came to the hospital for treatment as they looked like they were beat up. None of these men acted or looked intoxicated nor could I detect an odor of intoxicants of any sort.

"I have read the above statement and find it true and correct to the best of my memory.

"signed: Gloria Ann Brown

NW 55293 DocId:32989685 Page 232

"Witness: John B. Richard
Deputy Special Officer USIS"

"Grace Good Shield
Pine Ridge, So Dak
21 October 1954

"I, Grace Good Shield, an enrolled member of the Oglala Sioux Tribe, knowing John B. Richard to be a Federal officer voluntairly and willingly give the following statement. No promise of reward or threat has been made in order to obtain it.

"On Saturday night 16 October 1954, I was on duty as ward attendant at the Pine Ridge Hospital. At approximately 3:AM, 17 October 1954, Joe Swift Bird, Sidney Young, Gordon Jones and Dennis Le Compte came to the hospital. Sidney Young and Gordon Jones were both bloody and came for treatment. Joe Swift Bird Gordon Jones and Sidney Young were acting & talking loud, I couldn't tell if they were drinking. Dennis Le Compte, was quiet and didn't talk loud.

"signed: Grace Good Shield

"Witness; John B. Richard
Deputy Special Officer USIS"

Medical Examination

The following is a copy of two letters furnished to Special Officer DENNIS LE COMPTE by ROBERT H. RUBY, Medical Officer in Charge, Pine Ridge Indian Hospital, concerning his examination and treatment of victim SIDNEY YOUNG and Tribal Officer GORDON JONES:

"Pine Ridge Indian Hospital
Pine Ridge, South Dakota

"October 22, 1954

"Memorandum

To: Dennis LeCompte, Special Officer
From: Robert H. Ruby, M. D., Medical Officer in Charge
Subject: Examination and Treatment - Sidney Young

NW 55293 DocId:32989685 Page 233

"This man was seen by me October 17, 1954. He had the following injuries. There was a $2\frac{1}{2}$ x $1\frac{1}{2}$ cm. contusion under the chin. There was a small contusion on the anterior surface of the nose. The nose was displaced slightly to the left and very tender. There were abrasions, each about 3 MM. behind the left ear. There was a 1 CM. area of abrasion over the lateral condyle of the right elbow. There was a $1\frac{1}{2}$ CM laceration over the proximal interphalanigeal joint of the right little finger. This was sutured in our emergency room. There were several linear abrasions on the anterior surface of the left forearm. There was bilateral periorbital swelling and ecchymosis. There was conjunctival hemorrhage on the left. There were two small abrasions to the right knee and tiny abrasions on the anterior surface of each leg. There was a marked amoung of swelling and tenderness of the left cervical region lateral to the angle of the jaw. There was tenderness in the midscapular region of the right chest posteriorly. I did not notice an alcoholic odor to his breath.

"This man was admitted to the hospital for observation on October 18, 1954 because of some nausea, vomiting and scotomata. The neurological examination was entirely negative. The nose was straightened somewhat while the patient was here in the hospital. He was discharged October 21, 1954.

"Robert H. Ruby, M. D.
Medical Officer in Charge"

"Pine Ridge Indian Hospital
Pine Ridge, South Dakota

"October 22, 1954

"Memorandum
To: Dennis LaCompe, Special Officer
From: Robert H. Ruby, M. D., Medical Officer in Charge
Subject: Examination and Treatment - Gordon Jones

"I examined the above named man on October 17, 1954. He had one inch laceration just above the bridge of

WT-55903 DocId:32989685 Page 234

"the nose. This was sutured. He had a small contusion over the left temporal area. I did not notice an alcoholic odor to his breath.

"Robert H. Ruby, M. D.
Medical Officer in Charge"

Descriptions of Subjects

The following are descriptions of the subjects taken from observation and interrogation:

Name	DONALD ROBERT JANIS
Address	Pine Ridge, South Dakota
Sex	Male
Race	7/16 Sioux Indian
Height	5'11½"
Weight	160 lbs.
Build	Medium
Hair	Dark brown
Eyes	Brown
Complexion	Medium
Occupation	Laborer
Marital Status	Single
Military Service	None
Relatives:	
Father	ROY JANIS Kyle, South Dakota
Mother	JOSEPHINE JANIS Kyle, South Dakota
Brother	LEROY JANIS Pine Ridge, South Dakota
Prior Arrests	Larceny on Indian Reservation, 3 years; released 1953; Public intoxication, Martin, South Dakota, July, 1954, $18 fine; Burglary, Kadoka, South Dakota, May, 1954, pending

Name	LEROY JOSEPH JANIS, wa., "Sunshine"
Address	Pine Ridge, South Dakota
Date of Birth	February 20, 1927 Rapid City, South Dakota
Sex	Male

NW 55293 DocId:32989685 Page 235

Race	7/16 Sioux Indian
Height	5'11"
Weight	170 lbs.
Build	Medium
Hair	Black
Eyes	Brown
Complexion	Copper
Occupation	Janitor, Pine Ridge Indian Hospital
Marital Status	Married
Wife	CLEO MORGAN JANIS Pine Ridge, South Dakota
Son	FAWNEY JANIS, age 1 year Pine Ridge, South Dakota
Military Service	United States Army
Serial No.	RA 17254222
Scars and Marks	2 1½" horizontal scars, right check bone
Relatives:	
Father	ROY JANIS Kyle, South Dakota
Mother	JOSEPHINE JANIS Kyle, South Dakota
Brother	DONALD JANIS Pine Ridge, South Dakota
Prior Arrests	None admitted
Name	MERLE ROBERT WHALEN, wa., "Pete"
Address	Pine Ridge, South Dakota
Date of Birth	June 20, 1931 Pine Ridge, South Dakota
Sex	Male
Race	5/8 Sioux Indian
Height	5'10"
Weight	165 lbs.
Build	Medium
Hair	Brown
Eyes	Brown
Complexion	Medium
Occupation	Cat skinner
Marital Status	Separated
Wife	YVONNE JONES WHALEN Rosebud, South Dakota

NW 55293 DocId:32989685 Page 236

Relatives:	
Father	DICK WHALEN Pine Ridge, South Dakota
Mother	EIMA WHALEN Pine Ridge, South Dakota
Sons	DOUGLAS W. WHALEN, age 1 Rosebud, South Dakota ROBERT M. WHALEN, Jr., age 5 Rosebud, South Dakota
Previous Arrests	Assault on Indian Reservation, 90 days; Burglary on Indian Reservation, 3 years
Name	GEORGE FRANCIS WILSON
Address	Pine Ridge, South Dakota
Date of Birth	February 10, 1918 Pine Ridge, South Dakota
Sex	Male
Race	1/4 Sioux Indian
Height	6'
Weight	230 lbs.
Build	Heavy, muscular
Hair	Dark brown
Eyes	Brown
Complexion	Medium, wears mustache
Occupation	Welder, self-employed as general trader
Military Service	United States Navy
Serial No.	USN 6188202 Honorable discharge, 1946
Marital Status	Married
Wife	VELMA THRASHER WILSON Pine Ridge, South Dakota
Children	5 children by previous marriage, reside with him in summer
Relatives:	
Father	JAMES WILSON Pine Ridge, South Dakota
Mother	JULIA WILSON Pine Ridge, South Dakota
Brothers	WOODROW WILSON Parker, Arizona LESTER WILSON Phoenix, Arizona

NW 55293 DocId:32989685 Page 237

MP 89-38

	JAMES WILSON, JR. United States Navy ORLIN W. WILSON Pine Ridge, South Dakota
Scars and Marks	Burn scar covering entire back of left hand; mole corner of mouth, right side
Previous Arrests	Several intoxication arrests, Pine Ridge Police Department; Desertion charge, Hot Springs, South Dakota, 1950
Name	ORLIN WAYNE WILSON, was., Richard Wilson, Dick Wilson
Address	Pine Ridge, South Dakota
Date of Birth	April 29, 1934 Pine Ridge, South Dakota
Sex	Male
Race	5/16 Sioux Indian
Height	5'11"
Weight	165 lbs.
Build	Medium
Hair	Dark brown
Eyes	Brown, wears glasses
Complexion	Medium
Occupation	Rancher
Marital Status	Married
Wife	YVONNE WHALEN WILSON Pine Ridge, South Dakota
Relatives:	
Daughter	SANDRA K. WILSON, age 3 Pine Ridge, South Dakota
Sons	RICHARD A. WILSON, 18 months Pine Ridge, South Dakota BILLY D. WILSON, 2 weeks
Father	JAMES WILSON Pine Ridge, South Dakota
Mother	JULIA WILSON Pine Ridge, South Dakota
Brothers	WOODROW WILSON Parker, Arizona LESTER WILSON Phoenix, Arizona JAMES WILSON, JR. United States Navy

NW 55293 DocId:32989685 Page 238

MP 89-38

	GEORGE F. WILSON Pine Ridge, South Dakota
Scars and Marks	Tattoo "Dick" four fingers of left hand; "52W" left hand
Previous Arrests	None admitted

By letters dated October 23, 1954, the FBI Identification Division was requested to furnish the known arrest records on the subjects. It was also requested that the Omaha Office be furnished with copies of these identification records.

-P-

NW 55293 DocId:32989685 Page 239

MP 89-38

ADMINISTRATIVE PAGE

LEADS

OMAHA DIVISION

At Omaha, Nebraska

Will immediately present the facts of this case to the United States Attorney for his prosecutive opinion. Expeditious handling is requested as at least one of the subjects is known to be making plans to leave South Dakota.

Will furnishthe United States Attorney with one copy of the identification records of the subjects when received for his assistance in forming his prosecutive opinion.

MINNEAPOLIS DIVISION

At Pine Ridge, South Dakota

Will notify Special Officer DENNIS LE COMPTE of the prosecutive opinion of the United States Attorney at Omaha.

NW 55293 DocId:32989685 Page 240

FEDERAL BUREAU OF INVESTIGATION

Form No. 1
THIS CASE ORIGINATED AT OMAHA

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY
MINNEAPOLIS	1/12/55	12/9,23/54 1/4/55	ROBERT J. STEVENS CK

TITLE	CHARACTER OF CASE
DONALD ROBERT JANIS, wa., ET AL; DENNIS LE COMPTE, ET AL - VICTIMS	ASSAULT ON A FEDERAL OFFICER; DESTRUCTION OF GOVERNMENT PROPERTY

SYNOPSIS OF FACTS:

DONALD ROBERT JANIS; LEROY JOSEPH JANIS; MERLE ROBERT WHALEN and ORLIN WAYNE WILSON arrested 12/9/54 Pine Ridge, S. Dak., by Deputy U. S. Marshal THOMAS SLATTERY, Deputy Special Officer JOSEPH SWIFT BIRD, USIS, and the writer on bench warrants issued at Omaha, Neb., and in possession of Deputy U. S. Marshal SLATTERY. All four of above subjects released on bond 12/16/54 to appear USDC, Chadron, Neb., 9/13/55. Subject MERLE ROBERT WHALEN again arrested 12/22/54 on charge of burglary in Indian Reservation and presently out on $500 bond to appear USDC, Deadwood, S. Dak., 6/7/55.

- RUC -

AGENCY
REQ. REC'D
REPT'D FOR
BY

DETAILS:

AT PINE RIDGE, SOUTH DAKOTA

On December 9, 1954, the writer was contacted by Deputy United States Marshal THOMAS SLATTERY, who requested the writer's assistance in the location of DONALD ROBERT JANIS, LEROY JOSEPH JANIS, MERLE ROBERT WHALEN and ORLIN WAYNE WILSON. Deputy United States Marshal stated that he had in his possession a bench warrant for their arrests, which had been issued

CC: CSC
REQ. REC'D 1-24-62
FEB 8 1962
ANS.
BY:

APPROVED AND FORWARDED: SPECIAL AGENT IN CHARGE

DO NOT WRITE IN THESE SPACES

RECORDED - 81

COPIES OF THIS REPORT

2 - Bureau (89-725)
1 - USA, Sioux Falls
3 - Omaha (1 USA, Omaha)
1 - Minneapolis (89-38)

COPY IN FILE

2 JAN 14 1955

FUG. SUP.

PROPERTY OF FBI—THIS CONFIDENTIAL REPORT AND ITS CONTENTS ARE LOANED TO YOU BY THE FBI AND ARE NOT TO BE DISTRIBUTED OUTSIDE OF AGENCY TO WHICH LOANED.

 U. S. GOVERNMENT PRINTING OFFICE 16—50265-2

at Omaha, Nebraska. He stated that it was necessary to again take them into custody inasmuch as the bench warrant called for an increase in the amount of bond on each subject.

DONALD ROBERT JANIS, LEROY JOSEPH JANIS, MERLE ROBERT WHALEN and ORLIN WAYNE WILSON were arrested by Deputy United States Marshal THOMAS SLATTERY with the assistance of Deputy Special Officer JOSEPH SWIFT BIRD, USIS, and the writer on December 9, 1954, in the vicinity of Pine Ridge, South Dakota.

Deputy United States Marshal THOMAS SLATTERY advised the writer on December 17, 1954, that the above four subjects were taken before United States Commissioner WALTER H. JOHNSON, Rapid City, South Dakota, on December 10, 1954, and were incarcerated in the Pennington County Jail at Rapid City, South Dakota, in lieu of bond. SLATTERY stated that on December 16, 1954, the bond on all four individuals had been approved and they were released on December 16, 1954, to appear in United States District Court at Chadron, Nebraska, on September 13, 1955.

For the information of the Omaha Office, subject MERLE ROBERT WHALEN was arrested by Deputy United States Marshal THOMAS SLATTERY on December 22, 1954, on a charge of burglary on the Indian Reservation and WHALEN is presently out on $500 bond and scheduled to appear in the United States District Court at Deadwood, South Dakota, on June 7, 1955.

- RUC -

MP #89-38

ADMINISTRATIVE PAGE

ADMINISTRATIVE DATA

The four subjects who were apprehended on December 9, 1954, were not classed as fugitives in the title of this report as the bench warrants for their arrests were still in the possession of Deputy United States Marshal THOMAS SLATTERY, who had not formally requested the assistance of the FBI in their location and apprehension.

REFERENCE

Report of SA ROBERT J. STEVENS, Minneapolis, dated December 7, 1954. -3

Minneapolis airtel to the Bureau dated December 9, 1954. -7

Bureau airtel to Minneapolis dated December 21, 1954. -5

Minneapolis airtel to Bureau dated December 27, 1954. -10

FD-36

FEDERAL BUREAU OF INVESTIGATION

UNITED STATES DEPARTMENT OF JUSTICE

AIRTEL

Transmit the following ~~Teletype~~ message to:

AIR MAIL

FBI MINNEAPOLIS 12/9/54

DIRECTOR, FBI

DONALD ROBERT JANIS - FUG; LEROY JOSEPH JANIS, WA. - FUG; MERLE ROBERT WHALEN, WA. - FUG; ORLIN WAYNE WILSON, WA. - FUG: ET AL; DENNIS LE COMPTE, ET AL - FUG; AFO; DGP. ALL FOUR FUGITIVES APPREHENDED THIS DATE PINE RIDGE, S.D. BY DEPUTY USM THOMAS SLATTERY, DEPUTY SPECIAL OFFICER JOSEPH SWIFT BIRD, USIS, AND SA ROBERT J. STEVENS. DEPUTY USM HAS NECESSARY PAPERS. HEARING FOR BOND SET FOR 12/10/54.

HOWARD

89-38
RJS:jar

CC: 2 - Omaha

RECORDED - 6

EX-120

81-

DEC 10 1954

Mr. Rosen

DEC 17 1954

Approved: _____ Sent _____ M Per _____

Special Agent in Charge

NW 55293 DocId:32989685 Page 241

FEDERAL BUREAU OF INVESTIGATION

Form No. 1
THIS CASE ORIGINATED AT OMAHA

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY
MINNEAPOLIS	12/7/54	11/9,10,13, 15,17,26/54	SA ROBERT J. STEVENS jvr

TITLE: CHANGED: DONALD ROBERT JANIS, wa., Robert Donald Janis - FUGITIVE; LEROY JOSEPH JANIS, wa. - FUGITIVE; MERLE ROBERT WHALEN, wa., Robert Merle Whalen - FUGITIVE; GEORGE FRANCIS WILSON - ~~FUGITIVE~~; ORLIN WAYNE WILSON, was. - FUGITIVE; DENNIS LE COMPTE, ET AL - VICTIMS

CHARACTER OF CASE: ASSAULT ON A FEDERAL OFFICER; DESTRUCTION OF GOVERNMENT PROPERTY

~~SYNOPSIS OF FACTS:~~

SYNOPSIS OF FACTS:

Subjects D. R. JANIS, L. J. JANIS, M. R. WHALEN, and O. W. WILSON apprehended 11/15/54 at Pine Ridge, S. D., on authorization from AUSA DEAN W. WALLACE, Omaha, Nebr. Subjects appeared before USC WALTER H. JOHNSON, Rapid City, South Dakota, 11/17/54, requested preliminary hearing, and were released on $1,000 bond each, returnable Rapid City, South Dakota, 12/28/54. Identification records set forth.

- P -

DETAILS:

The title of this case is marked changed to add the additional aliases of ROBERT DONALD JANIS and ROBERT MERLE WHALEN.

AGENCY
REQ. REC'D
REP'T FORW.
BY

SC TO: USC
REQ. REC'D 1-24-62
FEB 8 1962
ANS.
BY:

APPROVED AND FORWARDED:	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN THESE SPACES
		11 DEC 9 1954

COPIES OF THIS REPORT
2-Bureau
1-USA, Sioux Falls
3-Omaha (1-USA, Omaha)
2-Minneapolis (89-38)

FUG. SUP.

REC'D 19

COPY

PROPERTY OF FBI - THIS REPORT IS LOANED TO YOU BY THE FBI, AND NEITHER IT NOR ITS CONTENTS ARE TO BE DISTRIBUTED OUTSIDE THE AGENCY TO WHICH LOANED.

By teletype dated November 9, 1954, the Omaha Office requested that the official status of GORDON JAMES JONES be ascertained.

By teletype dated November 10, 1954, the Omaha Office was advised that GORDON JONES had been deputized by Acting Chief of Police JOHN RICHARD as a volunteer, unpaid Indian Tribal Officer on October 16, 1954, and was not deputized as a Federal Officer.

By teletype dated November 12, 1954, the Omaha Office advised that Assistant United States Attorney DEAN W. WALLACE, Omaha, Nebraska, had authorized SA ROBERT D. KINSEY to file before United States Commissioner E. M. JOHNSON of Chadron, Nebraska, complaints charging DONALD ROBERT JANIS, LEROY JOSEPH JANIS, and MERLE ROBERT WHALEN, with violations of Section 111, Title 18, United States Code. LEROY JOSEPH JANIS was charged with three counts of violation of the above section and they were as follows: count one, that he did on or about October 16, 1954, in Sheridan County, Chadron Division, District of Nebraska, unlawfully and feloniously assault, resist, oppose, intimidate, and interfere with DENNIS LE COMPTE, an officer and employee of the Indian Field Service, being duly authorized and engaged in performance of official duties, - count two, did assault SIDNEY YOUNG, duly authorized and while in performance of official duties, - count three, similarly assault JOSEPH SWIFT BIRD, duly authorized, while in performance of official duties, and that in commission of said assault, LEROY JOSEPH JANIS did use a deadly and dangerous weapon, namely a revolver.

DONALD ROBERT JANIS was charged with one count in the complaint, which is identical with count one against LEROY JOSEPH JANIS, the victim, however, in this case was SIDNEY YOUNG.

MERLE ROBERT WHALEN was also charged on a one count complaint which was identical with the account against DONALD ROBERT JANIS.

Assistant United States Attorney WALLACE recommended $1,000 bond each, returnable forthwith at Omaha, Nebraska.

By airtel dated November 13, 1954, the Omaha Office was requested to represent the facts concerning the assault by subject ORLIN W. WILSON as the report of the writer dated November 2, 1954, indicated a violation on his part.

NW 55293 DocId:32989685 Page 246

By teletype dated November 15, 1954, the Omaha Office advised that Assistant United States Attorney DEAN WALLACE, Omaha, Nebraska, had authorized the filing of a complaint on subject, O. ... WILSON, which was to be filed at Chadron, Nebraska, on November 16, 1954. Bond was recommended for O. W. WILSON at $1,000, returnable at Omaha.

AT PINE RIDGE, SOUTH DAKOTA

On November 15, 1954, subjects DONALD ROBERT JANIS, LEROY JOSEPH JANIS, MERLE ROBERT WHALEN, and ORLIN WAYNE WILSON were apprehended by DENNIS LE COMPTE, Special Officer, United States Indian Service, JOHN B. RICHARD, Deputy Special Officer, United States Indian Service, and SA'S LYNN P. SMITH and the writer. All four subjects were confined in the Pine Ridge Agency Jail and Deputy United States Marshal CHARLES MANDSAGER, Sioux Falls, South Dakota, was so advised.

AT RAPID CITY, SOUTH DAKOTA

On November 17, 1954, all four fugitives were taken before United States Commissioner WALTER H. JOHNSON, the charges against them explained, and all four requested a preliminary hearing which was set for December 28, 1954. All four fugitives were released on $1,000 bond each, returnable at Rapid City, South Dakota, on December 28, 1954.

The FBI Identification Division advised they were unable to identify ORLIN WAYNE WILSON with a criminal record on the basis of information furnished to them.

The Identification Division, by return dated November 1, 1954, furnished the following fingerprint record for GEORGE FRANCIS WILSON, FBI #746 972 B:

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
NRS Denver Colo	GEORGE FRANCIS WILSON #--	appl 9-30-42		

The Identification Division, by return dated November 1, 1954, furnished the following arrest record for DONALD ROBERT JANIS, FBI #228 504 B:

NW 55293 DocId:32989685 Page 247

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
SO Kadoka SDak	ROBERT DONALD JANIS #--	9-7-52	GL	pending
St Pen Sioux Falls SDak	DONALD JANIS #11501	11-11-52	GL	3 yrs
SO Kadoka SDAK	DONALD ROBERT JANIS #--	5-6-54	3d deg burg	

The Identification Division, by return dated November 2, 1954, furnished the following arrest record for MERLE ROBERT WHALEN, FBI #34 669 A:

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
PD, Mobridge, SDak.	ROBERT M. WHALEN #3004	11/27/46	drunk	rel.
USM, Sioux Falls, SDak.	ROBERT MERLE WHALEN #3059	6/3/48	larc. on an Indian Reservation	pending sent by US Atty on 6/4/48 at Sioux Falls SDak placed subject on deferred prosecution to be placed under the supervision of the US Parole & Prob Off Sioux Falls SDak for 1 yr from 6/4/48 to 6/4/49
Army	ROBERT MERLE WHALEN #RA17254291	2/8/49 Rapid City SDak		

NW 55293 DocId:32989685 Page 248

MP 89-38

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
PD, Pueblo, Colo.	ROBERT MERLE WHALEN #3740	7/7/49	burg.	pending; PG, 8/19/49, Dist Crt indet SRef
SO, Pueblo, Colo.	ROBERT WHALEN #7828	7/8/49	burglary	
SRef, Buena Vista, Colo	ROBERT MERLE WHALEN, #12,005	8/22/49	burg	indet
SO, Deadwood, S.Dak.	ROBERT M. WHALEN #--	7/13/50	burg	Pending Fed. Crt.
USM, Sioux Falls, S. Dak.	ROBERT M. WHALEN #3298	7/13/50	burg	pending Fed Court 9-5-50 placed on prob for 18 mos w/o imp of any sent on chg of burg on Indian Reservation
SO Rapid City SDak	ROBERT WHALEN #3216	5/14/51	GL - Federal	Pending
USM Sioux Falls SDak	ROBERT WHALEN #3408	5/14/51	Larc. committed on an Indian Reservation	pend. 6/27/52 indic dism on chg of crime on Ind Reservation larc
Fed Ref El Reno Okla	MERLE ROBERT WHALEN #18297-SW	5/24/51	burg on Indian Reservation	3 yrs
USM Sioux Falls SDak	ROBERT M. WHALEN - #3966	4/20/54	burg	

* As ROBERT WHALEN, PD, Pine Ridge, SDak, 1948, burg. placed on prob to join US Army.

NW 55293 DocId:32989685 Page 249

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
*	As MERLE ROBERT WHALEN #3298 USM Sioux Falls S Dak 5/20/51 burglary on Indian Reservation and probation violation 5/22/51 sent to 3 yrs in cust of Atty Gen for probation violation.			

The Identification Division, by return dated November 2, 1954, furnished the following arrest record for LEROY JOSEPH JANIS, FBI #751 472 B:

CONTRIBUTOR OF FINGERPRINTS	NAME AND NUMBER	ARRESTED OR RECEIVED	CHARGE	DISPOSITION
Army	LEROY JOSEPH JANIS RA17254222	9-21-48 Rapid City SDak		
CSC - A	LEROY JOSEPH JANIS #9-54-6996	12/17/53		

- P -

NW 55293 DocId:32989685 Page 250

MP 89-38

ADMINISTRATIVE PAGE

LEADS

MINNEAPOLIS DIVISION

At Rapid City, South Dakota

Will, on December 28, 1954, follow and report the results of the subjects' preliminary hearing.

REFERENCE

Report of SA ROBERT J. STEVENS, at Minneapolis, dated 11/2/54.
Omaha airtel to Minneapolis, 11/2/54.
Omaha teletype to Minneapolis, 11/9/54.
Minneapolis teletype to Omaha, 11/10/54.
Omaha teletype to Minneapolis, 11/12/54.
Minneapolis airtel to Omaha, 11/13/54.
Omaha teletype to Minneapolis, 11/15/54.
Minneapolis airtel to Bureau and Omaha, 11/15/54.

NW 55293 DocId:32989685 Page 251

Report Form
FD-263 (5-12-55)

FEDERAL BUREAU OF INVESTIGATION

Reporting Office	Office of Origin	Date	Investigative Period
OMAHA	OMAHA	5/18/56	5/16/56

TITLE OF CASE	Report made by	Typed By:
	LAWRENCE L. PHIPPS	JM
DONALD ROBERT JANIS, was., ET AL; DENNIS LE COMPTE, ET AL - VICTIMS	CHARACTER OF CASE ASSAULT ON A FEDERAL OFFICER; DESTRUCTION OF GOVERNMENT PROPERTY	

Synopsis:

USA, Omaha, advised indictments dismissed against ORLIN WILSON, MERLE WHALEN, LEROY JANIS and DONALD JANIS on recommendation of the Criminal Division of the Department of Justice.

- C -

AGENCY
REQ. REC'D
REP'T FORW.
BY

DETAILS:

On May 16, 1956, United States Attorney WILLIAM C. SPIRE, Omaha, Nebraska, informed that the indictments were dismissed on May 8, 1956, by the Court on application of the Government with and upon the recommendation of the Criminal Division of the Department of Justice against the following persons: ORLIN WAYNE WILSON, MERLE ROBERT WHALEN, LEROY JOSEPH JANIS, and DONALD ROBERT JANIS.

- C -

Approved	Special Agent in Charge	Do not write in spaces below
Copies made:		

1- Bureau (89-725)
1- USA, Omaha
1- Omaha (89-11)

MAY 21 1956

RECORDED - 97

CC TO:
REQ. REC'D
FEB 8 1962
ANS.
BY:

Property of FBI - This report is loaned to you by the FBI, and neither it nor its contents are to be distributed outside your agency.

OM 89-11

REFERENCE

Report of SA LEWIS E. GLENN dated 1/20/56 at Omaha. -16

ADMINISTRATIVE PAGE

FEDERAL BUREAU OF INVESTIGATION

Form No. 1
THIS CASE ORIGINATED AT OMAHA

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY
OMAHA, NEBRASKA	1/25/55	1/12,20/55	ROBERT D. KINSEY jmg

TITLE	CHARACTER OF CASE
DONALD ROBERT JANIS, Was., et al; DENNIS LE COMPTE, et al - VICTIMS	ASSAULT ON A FEDERAL OFFICER; DESTRUCTION OF GOVERNMENT PROPERTY

SYNOPSIS OF FACTS:

AUSA, Omaha, Nebraska, advised trial, if any, of subjects, will be held in September 1955 at Chadron, Nebraska.

- P* -

DETAILS: At Omaha, Nebraska

Assistant U. S. Attorney DEAN W. WALLACE informed on January 12, 1955 that the trial of subjects would be held in September 1955 at Chadron, Nebraska. Mr. WALLACE further informed that it was possible that subjects would never be brought to trial as the Department had questioned the authority of the victims at the time the alleged assaults had taken place.

Mr. WALLACE stated that when a definite decision had been made as to the disposition of this case, that he would inform the Omaha Office.

- P* -

CC: CSC
REQ. REC'D 1-24-62
FEB 8 1962
ANS.
BY:

Sp. of Donald Robert Janis

APPROVED AND FORWARDED: WNW	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN THESE SPACES
COPIES OF THIS REPORT 2 - Bureau (89-725) 1 - USA, Omaha 2 - Omaha (89-11)		20 JAN 27 1955 RECORDED - 9

COPY IN FILE

PROPERTY OF FBI—THIS REPORT IS LOANED TO YOU BY THE FBI, AND NEITHER IT NOR ITS CONTENTS ARE TO BE DISTRIBUTED OUTSIDE THE AGENCY TO WHICH LOANED.

U. S. GOVERNMENT PRINTING OFFICE 10—59255-3

OM 89-11

ADMINISTRATIVE PAGE

LEADS

THE OMAHA DIVISION

At Omaha, Nebraska

Will follow and report the disposition of this case.

REFERENCES: Report of SA ROBERT J. STEVENS, dated January 12, 1955 at Minneapolis. -11
Report of SA ROBERT D. KINSEY, dated January 7, 1955 at Omaha. -9

NW 55293 DocId:32989685 Page 255

FD-365 (Rev. 9-27-65)

FBI

Date: 4/2/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL - REGISTERED
(Priority)

To: Director, FBI

ATTENTION:
[X] CIVIL RIGHTS SECTION
GENERAL INVEST. DIV.
[ ] DOMESTIC INTELLIGENCE DIV.

From: SAC, MINNEAPOLIS (44-699) (C)

Subject: RICHARD WILSON;
MRS. RICHARD "SISTER" WILSON;
RICHARD V. MARSHALL - VICTIM
INTIMIDATION; CIVIL RIGHTS

[X] CR [ ] EL [ ] VRA-65 [ ] CRA-64
[ ] PA [ ] PE [ ] PF
[ ] BM [ ] BM-Threats [ ] Racial Matters
[ ] Klan [ ] Organization

Summary of Complaint:

This investigation was predicated upon a complaint by the Victim to Special Assistant Attorney General CARLTON STOIBER, Civil Rights Division, Department of Justice, on 3/30/73.

On 3/31/73, RICHARD V. MARSHALL furnished information that he had been threatened by RICHARD WILSON, Oglala Sioux Tribal Chairman, on 3/28/73 at Rushville, Nebraska. The Victim was accused by the Subjects of being a member of AIM. The Subject told the Victim that he wouldhave his son "get the Victim." The Subjects used profane language against the Victim.

EX-111 REC-55 24684

As a result of subsequent investigation and in view of the declination of Special Assistant Attorney General CARLTON STOIBER, no further investigation is being conducted.

ACTION: UACB:

[X] No further action being taken and
[ ] LHM enclosed [X] Copy furnished to USA South Dakota and Special Assistant Attorney General CARLTON STOIBER
[ ] LHM being submitted
[ ] Report being submitted
[ ] Preliminary investigation instituted
[ ] Limited investigation instituted

2 - Bureau (Encs. 3) (RM)
1 - Minneapolis
WTB/spr/sms
(3)

APR 17 1973

Approved: MAY 30 1973 Sent _____ M Per _____
Special Agent in Charge

53 APR 24 1973

273-10040

UNI D STATES DEPARTMENT OF JU TICE

FEDERAL BUREAU OF INVESTIGATION

Pine Ridge, South Dakota

In Reply, Please Refer to File No.

April 2, 1973

RICHARD WILSON;
MRS. RICHARD "SISTER" WILSON;
RICHARD V. MARSHALL - VICTIM

On March 30, 1973, RICHARD V. MARSHALL, Pine Ridge, South Dakota, filed a complaint with Special Assistant Attorney General CARLTON STOIBER, Civil Rights Division, United States Department of Justice, against RICHARD WILSON, Oglala Sioux Tribal Chairman, and his wife, Mrs. RICHARD "SISTER" WILSON.

On March 31, 1973, MARSHALL furnished a signed statement to Special Agents of the Federal Bureau of Investigation which is included herewith.

On hearing the details of this case, Special Assistant Attorney General CARLTON STOIBER, Pine Ridge, South Dakota, advised he would decline prosecution of this matter in view of there being no substantive violation of Federal law due to the absence of a physical threat.

Copies of this communication are being forwarded to Special Assistant Attorney General CARLTON STOIBER, Pine Ridge, South Dakota, and to Mr. WILLIAM CLAYTON, United States Attorney, District of South Dakota, Sioux Falls, South Dakota.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

44-0-24684

ENCLOSURE

FEDERAL BUREAU OF INVESTIGATION

April 1, 1973

Date of transcription

On this date, RICHARD V. MARSHALL, House Number 1, Pine Ridge, South Dakota, telephone number 867-5571, furnished the following signed statement:

"Pine Ridge, South Dakota
"March 31, 1973

"I, RICHARD V. MARSHALL, make the following free and voluntary statement to JAMES E. BOWMAN and BILL D. COLVIN who have identified themselves to me as Special Agents of the Federal Bureau of Investigation.

"I was born on September 27, 1950, in Julesburg, Colorado, and consider my residence Pine Ridge, South Dakota. I completed high school and can read and write.

"On March 28, 1973, at about 7:30 p.m. at the Traveler's Lounge, Rushville, Nebraska, I was playing pool with JESSE MILES. JESSE MILES is a Negro who told me that he is a student at the University of Kansas, Lawrence, Kansas. I had never met JESSE MILES before this evening.

"WAYNE PATTON of House 30, Pine Ridge, South Dakota, and PAUL WILSON of House 2, Pine Ridge, South Dakota, were with me on this evening also. While I was playing pool, Mrs. RICHARD "SISTER" WILSON came around the corner and called me an AIM son-of-a-bitch.

"I have known the WILSON family for eight years and lived with them for one month during the summer of 1971. I have never had any arguments or confrontations with the WILSONs prior to this evening.

"BARNES ECOFFEY then came around the corner and told me that DICK WILSON wanted to talk to me. I asked BARNES why, and he said he did not know why.

"I went to WILSON's table and he told me that he saw my name on a petition for better government on the reservation. He asked me if I were a member of AIM and I said

Interviewed on 3/31/73 at Pine Ridge, South Dakota File # MP 44-699

by SAs JAMES E. BOWMAN and BILL D. COLVIN - SMS Date dictated 4/1/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 259

no. I told him that I was not against him. I told him that I am for a better government. He told me that my best bet was to get off the reservation. I asked him if this included my family and he said yes. I told him that I would not leave the reservation because I am a Sioux and have a right to live on the reservation.

"WILSON pushed his chair and asked me to fight. I told him I did not want to fight because I did not want to make a fool of myself in front of everybody. He said he would have his son kick my ass.

"'SISTER' WILSON then told me that she would have some girls beat up my wife, CLEO.

"After he told me to get my family off the reservation, I asked him if all the people with their names on the petition should get off the reservation. He had no answer. I asked him why I should get off and why he was picking on me.

"After his wife, 'SISTER', said she was going to have some girls beat up my wife, WILSON told me I better watch out for myself. Once or twice, 'SISTER' WILSON called me an AIM son-of-a-bitch.

"I then returned to play pool and told PAUL WILSON and WAYNE PATTON that we had better leave.

"I believe EARL WOOD, the bartender at the Traveler's Lounge, may have overheard my conversation with DICK WILSON.

"I have not talked to any member of the WILSON family since the evening of March 28, 1973.

"I have read the above statement consisting of this and to other pages. I have initialed each page and correction. This statement is true.

"/s/ RICHARD V. MARSHALL
March 31, 1973

"BILL D. COLVIN, FBI, Mpls, Minn, 3/31/73.
"JAMES E. BOWMAN, FBI, Minneapolis, Minnesota, March 31, 1973"

NW 55293 DocId:32989685 Page 260

MP 44-699
JEB/sms

RICHARD V. MARSHALL is described as follows:

Name	RICHARD V. MARSHALL
Aliases	DICK. MARSH
Date of Birth	September 27, 1950
Place of Birth	Julesburg, Colorado
Sex	Male
Race	Indian
Social Security Number	JFK Act 6 (3)
Height	5'9"
Weight	155 pounds
Hair	Black
Eyes	Brown
Tattoo	"R" on left wrist
Scar	Appendix scar, two inches, on right side
Occupation	Carpenter
Employment	Unemployed
Address	Post Office Box 110 Pine Ridge, South Dakota
Wife	CLEO E. MARSHALL
Son	STEVEN RAY MARSHALL (16 months)
Education	12 years high school, Mission, South Dakota; 1 year vocational school, Haskell Junior College, Lawrence, Kansas
Arrests	Fall of 1972, disorderly conduct, Rushville, Nebraska
Ex-wife	GLENDA SIERRA, Rushville, Nebraska
Stepdaughter	APRIL HUSSMAN (age five years)

4

9/18/75 request - HSC

Re Dick Wilson

ACCESS

Reviewed by Miller 10/15/75
10/17/75

FD-365 (Rev. 8-9-71)

FBI

Date: 4/29/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL
(Priority)

To: Director, FBI ATTENTION:

From: SAC, MINNEAPOLIS (44-732) (C) [X] CIVIL RIGHTS SECTION
GENERAL INVEST. DIV.
[ ] DOMESTIC INTELLIGENCE DIV.

Subject: RICHARD WILSON;
"GOON SQUAD"
PINE RIDGE, SOUTH DAKOTA
ALFRED TEN FINGERS - VICTIM

[X] CR. [ ] EL [ ] DIH [ ] CRA-64
[ ] PA [ ] PE [ ] PF [ ] E
[ ] EID [ ] Bomb Threats [ ] Extremist Matters
[ ] White Hate [ ] Black

Summary of Complaint:

On 4/17/73 HAZEL LITTLE HAWK, a resident of Pine Ridge, South Dakota, complained to SA NOEL A. CASTLEMAN that she had received word that ALFRED TEN FINGERS at Oglala, South Dakota, had been badly beaten up several days ago by members of RICHARD WILSON's "Goon Squad". LITTLE HAWK also said that she understood that TEN FINGERS was interested in discussing the matter with Federal officials.

ALFRED TEN FINGERS was located at Oglala, South Dakota, 4/28/73. TEN FINGERS advised he was last in jail in Pine Ridge in February, 1973, and had never been physically mistreated by RICHARD WILSON or members of his Police Department.

LA-103

REC-23 44-0-24906

ACTION: UACB:

2 - Bureau [X] No further action being taken and
(Enc. 6) [X] LHM enclosed [X] Copy furnished to USA, Sioux Falls, South Dakota
1 - Minneapolis [ ] FD-376 (enclosure to LHM)
JAH:sks [ ] LHM being submitted 1 - Departmental Attorney, Civil Rights Division, United States Department of Justice at Pine Ridge, South Dakota
(3) [ ] Report being submitted
[ ] Preliminary investigation instituted
[ ] Limited investigation instituted

ENCLOSURE

57 MAY 31 1973

58 MAY 14 1973

Approved: _____ Sent 17 MAY 5 1973 Per _____
Special Agent in Charge

UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to File No.

Pine Ridge, South Dakota

April 29, 1973

29

RICHARD WILSON;
"GOON SQUAD"
PINE RIDGE, SOUTH DAKOTA
ALFRED TEN FINGERS - VICTIM

Copies of this communication are being furnished to Departmental Attorney, Civil Rights Division, United States Department of Justice at Pine Ridge, South Dakota, and to the United States Attorney, District of South Dakota, Sioux Falls, South Dakota.

On April 17, 1973, Hazel Little Hawk, a resident of Pine Ridge, South Dakota, complained to Special Agent Noel A. Castleman that she had received word that Alfred Ten Fingers at Oglala, South Dakota, had been badly beaten up several days ago by members of Richard Wilson's "Goon Squad". Little Hawk also said that she understood that Ten Fingers was interested in discussing the matter with Federal officials.

Richard "Dick" Wilson is the duly elected President of the Oglala Sioux Tribal Council, Pine Ridge Indian Reservation, and in this position he has taken a strong stand against the American Indian Movement (AIM) and its objectsives. Impeachment action has been taken against Wilson on numerous occasions by members of the Tribal Council sympathetic to AIM, and his removal has been a primary objective of AIM at Wounded Knee, South Dakota. He and his supporters, commonly referred to as his "goon squad", have been the subjects of numerous civil rights complaints that have been made during the negotiations at Wounded Knee.

Alfred Ten Fingers was located at Oglala, South Dakota, on April 28, 1973, and furnished the following information:

44-0-24906

ENCLOSURE

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 4/29/73

ALFRED TEN FINGERS was located at the residence of JAMES YELLOW RINGS, at Oglala, South Dakota. TEN FINGERS advised that YELLOW RINGS is his uncle. TEN FINGERS advised that he had last had contact with the Bureau of Indian Affairs (BIA) Police when he was put in their jail one night in February, 1973, to sleep and then was released the following morning. TEN FINGERS advised that he was not mistreated in any way by the police on that occasion and in fact has never been mistreated by any of the BIA Police. He advised that he had no way of knowing who ever started any story that he had been mistreated and that he wanted to talk to any Federal officers because he had nothing to talk to them about.

The following is a description of TEN FINGERS as obtained through observation and interrogation:

Name	ALFRED TEN FINGERS
Address	Oglala, South Dakota
Race	Oglala-Sioux Indian
Age	59
Date of birth	July 20, 1913
Place of birth	Oglala, South Dakota
Height	5'8"
Weight	145
Hair	Brown
Eyes	Brown
Marital status	Single
Education	8th grade
Brother	GILBERT BRUCE, Crawford, Nebraska

Interviewed on 4/28/73 at Oglala, South Dakota File # MP 44-732

by SA CARL E. UNDERHILL and SA JAMES ALLEN HILVERDA:sks Date dictated 4/28/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

RICHARD WILSON;
"GOON SQUAD"
PINE RIDGE, SOUTH DAKOTA
ALFRED TEN FINGERS - VICTIM

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 266

FBI

Date: 8/10/73

Transmit the following in _____ (Type in plaintext or code)

Via FACSIMILE NITEL

(Priority)

Admin. ____
Comp. Syst. ____
Files & Com. ____
Gen. Inv. ____
Ident. ____
Inspection ____
Intell. ____
Laboratory ____
Plan. & Eval. ____
Spec. Inv. ____
Training ____
Legal Coun. ____
Cong. Serv. ____
Corr. & Crm. Research ____
Press Off. ____
Telephone Rm. ____
Director Sec'y ____

TO: DIRECTOR, FBI (44-36075)

FROM: SAC, MINNEAPOLIS (44-698) (C)

RICHARD WILSON; ET AL; RUSSELL MEANS; ET AL - VICTIM;
INTIMIDATION; CR - OO: MINNEAPOLIS.

RE: MINNEAPOLIS REPORT OF SA JOHN R. MAXWELL, DATED 7/26/73; BUREAU AIRTEL TO MINNEAPOLIS, DATED 8/1/73.

REFERENCED REPORT IN RESPONSE TO BUREAU AIRTEL, DATED 7/12/73.

END.

REC-112

3 AUG 1 3 1973

JRM/RMD
(1)

5 AUG 17 1973

Approved: _____ Sent _____ M _____ Per _____

Special Agent in Charge

U.S. Government Printing Office: 1972 - 455-574

(Rev. 3 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	7/26/73	6/13/73 - 7/26/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON, Tribal Chairman; CHARLES DAVID WINTERS, aka Elmer Fudd Winters; PETER HERMES MERRIVAL; GLENN HERMIS THREE STARS; RUSSELL MEANS - VICTIM GARY THOMAS - VICTIM	JOHN R. MAXWELL	jar
	CHARACTER OF CASE: INTIMIDATION; CR	

REFERENCE: Bureau airtel to Minneapolis dated 7/12/73. Minneapolis report of SA FRANCIS M. HENWOOD dated 6/12/73.

- C -

ADMINISTRATIVE

All persons interviewed in this investigation were advised investigation was being conducted at the request of the Assistant Attorney General, Civil Rights Division, U.S. Department of Justice.

EXPEDITE

ACCOMPLISHMENTS CLAIMED				XX NONE	ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES XX NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES XX NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

44-56075-9 REC-9

14 AUG 8 1973

EX-103

COPIES MADE:
2 - Bureau (44-56075)
1 - USA, Sioux Falls
1 - Minneapolis (44-698)

ICCRM

Dissemination Record of Attached Report			
Agency	ICCRD		
Request Recd.			
Date Fwd.	8/7/73		
How Fwd.	0-70(A)	5 AUG 15 1973	
By	JMG/dw		

Notations

CONVERS

McDONOUGH

SIX

DATA PROC

- A* -

COVER PAGE

FD-264 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls

Report of: JOHN R. MAXWELL
Office: Minneapolis, Minnesota
Date: 7/26/73

Field Office File #: 44-698
Bureau File #: 44-56075

Title: RICHARD WILSON, Tribal Chairman;
CHARLES DAVID WINTERS;
PETER HERMES MERRIVAL;
GLENN HERMIS THREE STARS;
RUSSELL MEANS - VICTIM
~~XXXXXXX~~ GARY THOMAS - VICTIM

Character: INTIMIDATION; CIVIL RIGHTS

Synopsis: Witness THELMA CONROY interviewed concerning incident at Sioux Nation Trading Post and results set forth. Assistant U.S. Attorney RICHARD D. HURD advised this case lacked prosecutive merit and requested no further investigation be conducted.

- C -

DETAILS:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE: 1970 O - 406-840

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 7/26/73

THELMA RIOS, nee Conroy was contacted at her residence, 313 Adams, Rapid City, South Dakota. Before being asked any questions she was advised of the official identities of the interviewing agents and the nature of the inquiry. RIOS did not wish to offer a signed statement, but offered the following free and voluntary information:

Late in February, 1973, she and RUSSELL MEANS spent the night with GARY THOMAS, Legal Aid employee, who resides in Rushville, Nebraska. The next morning RIOS and MEANS caught a ride with GARY THOMAS to Pine Ridge, South Dakota in his automobile. They left Rushville in the afternoon and proceeded directly to Pine Ridge. Upon arriving at Pine Ridge they stopped at the Sioux Nation Shopping Center and MEANS went inside for a few minutes and then returned to the car. An old Indian lady followed MEANS out of the shopping center and approached him after he had gotten into the car. The old lady had some papers and asked MEANS to help her straighten out some type of land problem.

At this point someone on the driver's side of the car hollered "RUSSELL", and all the occupants of the car looked that way. RIOS looked back toward the passenger side of the car and observed three Indian males approach the car. One of these three men knocked the old lady out of the way and hit MEANS on the back of the head, and when MEANS looked around another one hit him in the face hard enough to cause blood to flow from his mouth. GARY THOMAS was also hit by the Indian male on the driver's side of the car.

The incident happened so fast that RIOS was not able to tell who had hit MEANS or THOMAS. After MEANS was hit the second time, RIOS stated to THOMAS "GARY hurry and get out of here." THOMAS then pulled out of the parking spot and they left town to go to Calico, South Dakota. Although RIOS did not observe who struck MEANS or THOMAS, she did recognize two of the individuals who were involved as ELMER WINTERS and "POKER JOE" MERRIVAL.

Interviewed on 7/25/73 at Rapid City, South Dakota File # MP 44-698

by SA HERMAN J. LATTUS and SA JOHN R. MAXWELL/JRM/jar Date dictated 7/25/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

The following description was obtained from observation and interview:

Name	THELMA RIOS, nee Conroy
Date of Birth	May 17, 1945
Place of Birth	Rapid,City, South Dakota
Height	5'6"
Weight	108 pounds
Hair	Black
Eyes	Brown
Residence	313 Adams Rapid City, South Dakota
Education	Completed 9th grade

NW 55293 DocId:32989685 Page 271

On July 26, 1973, the facts of this case were presented to Assistant U.S. Attorney RICHARD D. HURD, Sioux Falls, South Dakota. Assistant U.S. Attorney HURD advised that this case lacked prosecutive merit and requested that no further investigation be conducted on his behalf.

NW 55293 DocId:32989685 Page 272

Airtel

8/1/73

To: SAC, Minneapolis (44-698)

From: Director, FBI (44-56075)

1 - Mr. Gardner

RICHARD WILSON; ET AL.
RUSSELL MEANS; ET AL. - VICTIMS
INTIMIDATION; CR
OO: MP

7 INF

ReBuairtel 7/12/73.

Respond to reBuairtel.

TMG/mkc (4)

Assoc. Dir.
Asst. Dir.:
Admin.
Comp. Syst.
Files & Com.
Gen. Inv.
Ident.
Inspection
Intell.
Laboratory
Plan. & Eval.
Spec. Inv.
Training
Legal Coun.
Cong. Serv.
Corr. & Crm. Research
Press Off.
Telephone Rm.
Director Sec'y

MAILED 21
AUG 1 1973
FBI

EX-105

REC-71 44-56075-8

59 AUG 9 1973

9 AUG 2 1973

MAIL ROOM ☐ TELETYPE UNIT ☐

AIRTEL

7/12/73

To: SAC, Minneapolis (44-698)

1 - Mr. McDonough

From: Director, FBI (44-56075)

RICHARD WILSON; ET AL.
RUSSELL MEANS; ET AL. - VICTIMS
INTIMIDATION; CR
OO: MP

ReMPrep of SA Francis M. Henwood, 6/12/73.

Surep.

MAILED 20
JUL 12 1973
FBI

EX-109

REC-66

JUL 16 1973

Mr. Felt
Mr. Baker
Mr. Callahan
Mr. Cleveland
Mr. Conrad
Mr. Gebhardt
Mr. Jenkins
Mr. Marshall
Mr. Miller, E.S.
Mr. Soyars
Mr. Thompson
Mr. Walters
Tele. Room
Mr. Baise
Mr. Barnes
Mr. Bowers
Mr. Herington
Mr. Conmy
Mr. Mintz
Mr. Eardley
Mrs. Hogan

EJM:bap (4)

58 JUL 23 1973

MAIL ROOM ☑ TELETYPE UNIT ☐

FD-36 (Rev. 5-22-64)

34

FBI

Date: 6/21/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

TO: ACTING DIRECTOR, FBI (44-56075)

FROM: SAC, MINNEAPOLIS (44-698)

SUBJECT: RICHARD WILSON, TRIBAL CHAIRMAN;
CHARLES DAVID WINTERS, aka;
PETER HERMES MERRIVAL;
GLENN HERMIS THREE STARS;
RUSSELL MEANS - VICTIM;
GARY THOMAS - VICTIM
INTIMIDATION; CR
(OO: MINNEAPOLIS)

Re report of SA FRANCIS M. HENWOOD dated 6/12/73 at Minneapolis.

Enclosed for the Bureau are three copies of an amended FD-302 which is page 15 of referenced report. One copy is for report which was furnished to Departmental Attorney, Sioux Falls, South Dakota. The amended FD-302 contains information regarding advice of rights and descriptive data which items were inadvertently omitted from the original FD-302.

44-56075

Minneapolis copies and U. S. Attorney, Sioux Falls, copy have been corrected.

2 - Bureau (Enc. 3) ENCLOSURE
1 - Minneapolis DET. filed in Ref. Report. 7-3-73 mmd.
RHW:sao
(3)

NOT RECORDED
9 JUN 27 1973

CONSCIOUSNESS

Approved: _____ Sent _____ M., Per _____
Special Agent in Charge

U. S. GOVERNMENT PRINTING OFFICE: 1971—413-138

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	6/12/73	5/3/73 - 6/1/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON, TRIBAL CHAIRMAN; CHARLES DAVID WINTERS, aka Elmer Fudd Winters; PETER HERMES MERRIVAL; GLENN HERMIS THREE STARS; RUSSELL MEANS - VICTIM; GARY THOMAS - VICTIM	SA FRANCIS M. HENWOOD	jar
	CHARACTER OF CASE: INTIMIDATION; CR	

REFERENCE: Minneapolis report of SA JOHN C. KAMMERMON dated 5/1/73.
Minneapolis airtel to San Francisco dated 5/3/73.
Bureau airtel to Minneapolis dated 5/15/73.

- P -

ADMINISTRATIVE

All persons interviewed in this investigation were advised it was being conducted at the request of the Assistant Attorney General, Civil Rights Division, U.S. Department of Justice.

ACCOMPLISHMENTS CLAIMED ☐ NONE					ACQUITTALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☐ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☐ NO

APPROVED: SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

44-56075-6

REC-12

7-9

16 JUN 18 1973

EX-105

COPIES MADE:
2 - Bureau (44-56075)
1 - USA, Rapid City, South Dakota
1 - Departmental Attorney, Sioux Falls, South Dakota
2 - Minneapolis (44-698)

1 cc: CRU

McDONOUGH
DATA PROC

Dissemination Record of Attached Report

Agency	CRD			
Request Recd.				
Date Fwd.	7/6/73			
How Fwd.	0 (B)			
By	Tmolet			

Notations

55 JUL 16 1973

COVER PAGE

MP 44-698

LEADS

MINNEAPOLIS

AT RAPID CITY, SOUTH DAKOTA: Will locate and interview THELMA CONROY as requested in referenced report.

- B*-
COVER PAGE

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Rapid City, South Dakota
1 - Departmental Attorney, Sioux Falls, South Dakota

Report of: FRANCIS M. HENWOOD
Office: Minneapolis, Minnesota
Date: 6/12/73

Field Office File #: 44-698
Bureau File #:

Title: RICHARD WILSON,
TRIBAL CHAIRMAN;
CHARLES DAVID WINTERS;
PETER HERMES MERRIVAL;
GLENN HERMIS THREE STARS;
~~XXXXXX~~ RUSSELL MEANS - VICTIM;
GARY THOMAS - VICTIM

Character: ~~Synopsis~~ INTIMIDATION; CIVIL RIGHTS

Synopsis: Victim, RUSSELL MEANS, interviewed concerning the incident at the Oglala Sioux Trading Post, Pine Ridge, South Dakota and results set forth. Results of interviews with witnesses set out. RICHARD ALLEN WILSON, subject of this investigation, was interviewed and stated that any money he paid to ROSE BULL BEAR had nothing to do with the alleged attack on RUSSELL MEANS at the Oglala Sioux Shopping Center 2/27/73.

- P -

DETAILS:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

NW 55293 DocId:32989685 Page 278

MP 44-698

INTERVIEW OF VICTIM

NW 55293 DocId:32989685 Page 279

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 6/4/73

RUSSELL CHARLES MEANS was located at the Minnehaha County Jail where he is presently incarcerated. He was made aware of the official identity of the interviewing agent and advised he was being interviewed concerning an alleged violation of his civil rights at the Sioux Nation Shopping Center, Pine Ridge, South Dakota.

MEANS advised he would cooperate in relating the account and would thereafter provide a signed statement. The following statement was provided by MEANS:

"I, RUSSELL CHARLES MEANS, make the following free and voluntary statement to Special Agent ROGER T. FISHER, who has identified himself to me as an agent of the Federal Bureau of Investigation.

"On February 27, 1973, after 2 P.M. I was in the company of GARY THOMAS, attorney of Legal Aid Services, Pine Ridge, and THELMA CONROY, Rapid City. We were in THOMAS' car and stopped at the Sioux Nation Shopping Center, Pine Ridge. Both THOMAS and I went into the store but I returned first. As I was sitting in the car and an elderly woman, whose name I don't recall, came up to the car and advised she was having trouble with the BIA over her land or something similar to that. She asked if I could help her straighten out the problem. She showed me some documents which I turned over to THOMAS when he got into the car.

"About that time a fat guy, who had been drinking apparently, whose name I don't know knocked the lady to the ground. He was wearing a dirty "T" shirt. He said "What, are you here to raise hell at our store?" He then slugged me over the right ear. About that time WINTERS walked up and hit me squarely in the mouth. Both of them challenged me

Interviewed on 6/1/73 at Sioux Falls, South Dakota File # MP 44-698

by SA ROGER T. FISHER/dlb/jar Date dictated 6/1/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency. It and its contents are not to be distributed outside your agency.

to get out of the car. THREE STARS walked up with a jacket, he never hit me or said anything but it was very apparent he was directing the assault. MERRIVAL also walked up with an unidentified person and headed toward the car.

"About that time GARY THOMAS backed out and drove away. He took THELMA CONROY and me to Calico. We were going to report the incident to the police but THOMAS suggested we get someone to accompany me to avoid any mistreatment by the BIA.

"I know RICHARD WILSON had a "goon squad." He hired approximately 50 people, through funds received from the area office of Aberdeen, for security of BIA and Tribal buildings. Approximately $60,000 was secured for this purpose. These people were issued "Billy" clubs, guns, mace, given 18 hours of riot training and turned loose on the people of Pine Ridge. I am positive that the "goon squad" members were seen drinking on the job in BIA and Tribal offices. After the YELLOW THUNDER atriouty people came to me as a "social worker" with complaints. For awhile I set up an ex offius office at the Legal Aid Services office. I not only received complaints in Pine Ridge but also from area of Scenic, Manderson, Wounded Knee, and Porcupine. The complaints dealt with terrorism, harassment, particularly from the young and even some old people were treated disrespectfully. The complaints were numerous and I tired all avenues even to talking to WILSON and the Ass't. U. S. Attorney in Rapid City to resolve them but all doors were closed.

"I also received threats personally against my life and my braids. The unidentified fat guy once stated if I was going to stay at Pine Ridge "We will kill you. We are not going to allow you to raise hell." This statement was made the day of the assault one me. I also received telephone

NW 55293 DocId:32989685 Page 281

threats on my life while at Pine Ridge. DICK WILSON once threatened me with police action just after I received a restraining order forbidding me to attempt any meetings. He said he would lock me up and make sure I stayed locked up. He said he was not going to tolerate disobedience of his or tribal laws and would stop any trouble before it started.

"I have read this statement consisting of this and three other pages. I have made and initialed (2) two additions to this statement. This statement as it is now constituted is true.

"/s/ RUSSELL C. MEANS

"Witnessed: SA ROGERT T. FISHER, FBI, Minneapolis, 6/1/73, at Sioux Falls, S.D."

During the reading of the statement when MEANS reached the part concerning threats against himself on page three, he laughed out loud and stated, "I regret I have only one set of braids to give to my country."

It is noted that only one witness was present due to the unavailability of other Special Agent personnel.

NW 55293 DocId:32989685 Page 282

INTERVIEW OF WITNESSES

NW 55293 DocId:32989685 Page 283

FEDERAL BUREAU OF INVESTIGATI

Date 5/11/73

JOSEPH FRANCIS MERRIVAL was contacted at his residence, 993 Douglas Drive, and advised of the identity of the interviewing agents and that investigation was being conducted regarding an attack on RUSSELL MEANS and GARY THOMAS in the Sioux Nation Shopping Center on February 27, 1973. He was advised of his rights by Special Agent CARPER as set forth on a form captioned "Interrogation; Advice of Rights", which he read, stated he understood, and signed.

He advised that on the day in question, he and his wife, GERTRUDE, were visiting at EARL DEON's house, and also present were GLEN THREE STARS, ELMER WINTERS, PETE MERRIVAL, and DEON. He and his wife advised they were leaving the residence to go to the Sioux Nation Shopping Center, at which time the other four individuals stated they were going there as they had just received word that some "outsiders" were at the Center.

MERRIVAL stated "outsiders" is the term used by Indians residing in the Pine Ridge, South Dakota, area for other Indians and non-Indians who have been coming into the area of the reservation and causing problems such as occurred at Custer the first of the year.

He and his wife drove in their automobile to the Sioux Nation store and went inside for approximately five to ten minutes, and when they came out they observed DEON, WINTERS, THREE STARS, and PETE MERRIVAL talking to two individuals in a car in the shopping center. The car backed up from the parking place, at which time DEON was yelling something to the occupants of the car to the effect that "If you want to start trouble, why don't you start with me." The dar then drove from the shopping center, and he and his wife left, and he believed the other four individuals got into a car and also left.

He was later charged with assaulting MEANS, as was THREE STARS, and they appeared in court where the charges were dismissed due to lack of evidence.

On 5/11/73 at San Leandro, California File MP 44-698 SF 44-1335

by JOSEPH T. FOX, JR. & PAUL M. CARPER, JR. / ER Date dictated 5/11/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

After their court appearance, he heard WINTERS and DEON laughing about the fact he and THREE STARS had been charged with hitting MEANS when they had nothing to do with the fact MEANS was apparently hit once or twice. He has talked to WINTERS and WINTERS has in a bragging way informed him that he was the one who hit MEANS.

During this period of time in late February, 1973, most of the Indians living in the Pine Ridge area were extremely upset over the fact outsiders were continually coming into their area and causing trouble. He feels this is why THREE STARS, WINTERS, DEON, and PETE MERRIVAL had approached these two individuals, and he feels the whole nature of their contact was strictly to tell the outsiders to leave town.

MERRIVAL stated he did not desire to furnish a signed statement regarding the above as he is presently free on bail in connection with an assault on a police officer in Pine Ridge. He stated the reason he left Pine Ridge was because he felt if he remained he would have to take sides either with the outsiders or with the local Indians, and he simply did not want to make this decision. He stated if necessary he would testify to the above information in Federal court.

The following descriptive data was obtained from observation and interview:

Name	JOSEPH FRANCIS MERRIVAL
Sex	Male
Nationality	7/16ths Sioux Indian
DOB	2/2/39, Pine Ridge, South Dakota
Height	5'8"
Weight	180 pounds
Hair	Brown
Eyes	Brown
Social Security number	JFK Act 6 (3)
Home address	993 Douglas Drive, San Leandro, California (since March, 1973)
Home phone	None
Former address	Box 353, Pine Ridge, South Dakota (approximately two miles south of town)
Employment	General Grinding, 801 - 51st Avenue, Oakland, California (4-12:30 shift), telephone 261-5557.

NW 55293 DocId:32989685 Page 285

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/6/73

FRANKLIN FORWARD BRAVE EAGLE was interviewed at his residence at which time he furnished the following signed statement:

"Kyle, South Dakota

"May 5, 1973

"I, Franklin Forward Brave Eagle, age 21, have been interviewed by FBI Special Agents John C. Kammerman and Melvin L. Fleming regarding my knowledge of the circumstances occurring in the Sioux Nation shopping center in Pine Ridge, South Dakota, on February 27, 1973. I was sitting in my car near to a car in which Russell Means was sitting as a passenger. I observed a heavyset man driving a light blue Ford Torino, approximately a 1972 model, telling six other men "There's Russell Means, go hit him," or "Go beat him up." These six men rushed up to the car in which Russell Means was sitting and one of these men pushed my grandmother aside who was standing at the car window talking to Means. One of these men then hit Russell Means in the face. Means then leaned toward the driver and the car backed out and drove away. These six men then got in a 1963 dark brown Ford and left the area. The man who hit Means is described as part Indian, five feet eleven inches tall, wearing western clothes, a black straw hat, and light brown shirt.

"I have read above true statement.

"FRANKLIN FORWARD BRAVE EAGLE

"SA JOHN C. KAMMERMAN, FBI, 5/5/73

"SA MELVIN L. FLEMING, FBI, 5/5/73"

Interviewed on 5/5/73 at Kyle, South Dakota File # MP 44-698

by SA MELVIN L. FLEMING and SA JOHN C. KAMMERMAN:sks - 9 - Dated 5/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId: 32989685 Page 286

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/6/73

ISAAC FORWARD BRAVE EAGLE, age 19, was interviewed by FBI Special Agents JOHN C. KAMMERMAN and MELVIN L. FLEMING regarding his knowledge of the circumstances occurring in the Sioux Nation shopping center at Pine Ridge, South Dakota, on February 27, 1973. He advised as follows:

He was seated in a car next to another vehicle in which RUSSELL MEANS was sitting. There were two other individuals in MEANS' car whom he did not recognize.

Three part Indian males came out of the Sioux Nation shopping center and walked to the car in which MEANS was sitting and one of these individuals hit MEANS in the face. BRAVE EAGLE stated he did not recognize any of these three individuals, however, the man who hit RUSSELL MEANS is described as about 20 years of age, rather heavy, and wearing a black hat. Just prior to these three men walking to the car in which MEANS was sitting, another white man sitting in an automobile, blue with a white top, pointed to RUSSELL MEANS and said something to the men.

Just after the individual hit RUSSELL MEANS, the driver of MEANS' car backed up and drove out of the parking lot. The other men got in a 1957 Chevrolet vehicle along with about three other men and also left the parking lot.

Interviewed on 5/5/73 at Kyle, South Dakota File # MP 44-698

by SA JOHN C. KAMMERMAN and SA MELVIN L. FLEMING:sks - 10 - Date dictated 5/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId: 32989685 Page 287

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/4/73

ROSE BULL BEAR, Age 71, was interviewed by FBI Special Agents JOHN C. KAMMERMAN and MELVIN L. FLEMING, who advised BULL BEAR that they wished to interview her regarding her knowledge of an alleged attack upon RUSSELL MEANS and GARY THOMAS in the Sioux Nation Parking Lot at Pine Ridge, South Dakota, on February 27, 1973. Mrs. BULL BEAR advised as follows:

She was in the above mentioned parking lot talking with RUSSELL MEANS, who was sitting on the passenger side in a vehicle with his window down. Two young men, who appeared to be part Indian, came rushing up to the car and pushed BULL BEAR out of the way. One of these men then swung two times at MEANS, hitting him once in the face. She is unable to identify these two men in this case, but the situation was observed by her grandnephews, ISAAC FORWARD BRAVE EAGLE and FRANKLIN FORWARD BRAVE EAGLE who were sitting in a nearby vehicle.

After this incident, BULL BEAR went to the Tribal Office and talked to RICHARD WILSON and complained about being pushed. WILSON advised her that these men had given him a note saying what they had done and stating that they were sorry. WILSON gave BULL BEAR $5.00 which he said was from these men. BULL BEAR had nothing further to comment on regarding this matter.

Interviewed on 5/3/73 at Kyle, South Dakota File # MP 44-698

by SA JOHN C. KAMMERMAN and SA MELVIN L. FLEMING/JCK/nc Dated 5/3/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/4/73

BARBARA BULL BEAR, age 42, advised that she resides in Kyle, South Dakota, and is the daughter of ROSE BULL BEAR. She went to the Sioux Nation shopping center on February 27, 1973, and was coming out of the store when she observed her mother talking to RUSSELL MEANS who was seated in a car in the parking lot. She then observed a group of men rush up to the car, push her mother out of the way, and one of them hit RUSSELL MEANS in the face. She did not recognize any of these men and did not observe what happened after this.

Interviewed on 5/4/73 at Pine Ridge, South Dakota File # MP 44-698

by SA MELVIN L. FLEMING
SA JOHN C. KAMMERMAN:sao Date dictated 5/4/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/3/73

EARL LOUIS DEON, JR., also known as SONNY DEON, was interviewed by FBI Special Agents JOHN C. KAMMERMAN and MELVIN L. FLEMING at the home of GLENN THREE STARS and was advised by KAMMERMAN that they wished to interview him regarding his possible involvement in or knowledge of the alleged attack by a group of Indians, including himself, against RUSSELL MEANS on March 27, 1973, in the Sioux Nation Shopping Center parking lot. SA KAMMERMAN then began to advise DEON of his rights at which time DEON said "As far as RUSSELL MEANS is concerned, I don't have anything to say. When this is all over I will be glad to talk to you about anything."

DEON advised that he is a brick mason and had approximately 1,000 cement blocks stored in Wounded Knee and believes that these blocks have all been used by the AIM people to build the bunkers.

Interviewed on 5/2/73 at Pine Ridge, South Dakota File # MP 44-698

by SA MELVIN L. FLEMING and SA JOHN C. KAMMERMAN JCK:skw Date dictated 5/2/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 44-698

INTERVIEW OF SUBJECT

NW 55293 DocId:32989685 Page 291

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of transcription 5/4/73

RICHARD ALLEN WILSON, President of the Oglala Sioux Tribe, was interviewed at his residence by FBI Special Agents JOHN C. KAMMERMAN and MELVIN L. FLEMING. SA KAMMERMAN advised WILSON of his identity and that he wished to interview him regarding a visit of ROSE BULL BEAR to his office during the latter part of February, 1973. SA KAMMERMAN then advised WILSON of his rights. WILSON stated he understood his rights but that he would not sign a waiver of rights form.

WILSON stated that ROSE BULL BEAR did come to his office on or about the 27th of February, 1973, and this visit had to do with a request for a loan from the Oglala Sioux Tribe. WILSON stated he was not able to grant the loan; however, he did give BULL BEAR $5 which came in an anonymous letter to his office.

WILSON stated he gave this money to BULL BEAR since he was not able to help her with the loan she requested. WILSON stated this money had nothing to do with the alleged assault of RUSSELL MEANS in the parking lot of the Sioux Nation shopping center in Pine Ridge, South Dakota.

The following descriptive data regarding WILSON was obtained at the time of the interview:

Name	RICHARD ALLEN WILSON
Race	Indian
Sex	Male
Age	Approximately 50
Height	5' 10"
Weight	185 lbs.
Hair	Black
Eyes	Brown

Interviewed on 5/4/73 at Pine Ridge, South Dakota File # MP 44-698

by SA JOHN C. KAMMERMAN
SA MELVIN L. FLEMING:sao Date dictated 5/4/73

- 15* -

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/4/73

RICHARD ALLEN WILSON, President of the Oglala Sioux Tribe, was questioned regarding the visit of ROSE BULL BEAR to his office in the latter part of February, 1973.

WILSON stated that ROSE BULL BEAR did come to his office on or about the 27th of February, 1973, and this visit had to do with a request for a loan from the Oglala Sioux Tribe. WILSON stated he was not able to grant the loan; however, he did give BULL BEAR $5 which came in an anonymous letter to his office.

WILSON stated he gave this money to BULL BEAR since he was not able to help her with the loan she requested. WILSON stated this money had nothing to do with the alleged assault of RUSSELL MEANS in the parking lot of the Sioux Nation shopping center in Pine Ridge, South Dakota.

Interviewed on 5/4/73 at Pine Ridge, South Dakota File # MP 44-698

by SA JOHN C. KAMMERMAN
SA MELVIN L. FLEMING:sao Date dictated 5/4/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

0-70 (Rev. 3-28-72)
OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-106

36

UNITED STATES GOVERNMENT

Memorandum

TO : Assistant Attorney General
CIVIL RIGHTS DIVISION

DATE: 7/6/73

FROM : Director, FBI
ACTING

SUBJECT:
RICHARD WILSON, TRIBAL CHAIRMAN
ET AL
RUSSELL MEANS - VICTIM
GARY THOMAS - VICTIM
INTIMIDATION; CIVIL RIGHTS

File Copy

Reference is made to _____ memorandum dated _____
(your file _____).

There is enclosed one copy of the report of Special Agent ~~SA FRANCIS H. HENWOOD~~
dated ~~6/12/73~~ at ~~MINNEAPOLIS~~.

A. ☐ This covers the preliminary investigation and no further action concerning a full investigation will be taken by this Bureau unless the Department so directs.

B. ☒ The investigation is continuing and you will be furnished copies of reports as they are received. (B) ~~TRG~~:vlt

C. ☐ The investigation requested by you has now been completed. Unless advised to the contrary no further inquiries will be made by this Bureau.

D. ☐ Pursuant to instructions issued by the Department, no investigation will be conducted in this matter unless specifically directed by the Department.

E. ☐ Please advise whether you desire any further investigation.

F. ☐ This is submitted for your information and you will be advised of further developments.

G. ☐ This is submitted for your information and no further investigation will be conducted unless specifically requested by the Department.

H. ☐ This covers the receipt of a complaint and no further action will be taken by this Bureau unless the Department so directs.

Enc.

(2) NOTE: Also enclosed is one copy of an amended page 15 to the attached report which should be utilized to correct the copy of the report furnised to the Departmental Attorney at Sioux Falls, South Dakota.

FD-365 (Rev. 8-9-71)

FBI

Date: 6/5/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

To: Director, FBI

ATTENTION:

From: SAC, Minneapolis (44-736)(C)

☒ CIVIL RIGHTS SECTION
☐ GENERAL INVEST. DIV.
☐ DOMESTIC INTELLIGENCE DIV.

Subject: RICHARD WILSON;
GARY R. THOMAS - VICTIM
CR

☒ CR ☐ EL ☐ DIH ☐ CRA-64
☐ PA ☐ PE ☐ PF ☐ E
☐ EID ☐ Bomb Threats ☐ Extremist Matters
☐ White Hate ☐ Black

Re MP airtel to Bureau 5/3/73.

Summary of Complaint: Inasmuch as this investigation was opened pursuant to a request of R. DENNIS ICKES, Departmental Attorney, merely to determine the veracity of THOMAS' allegation that RICHARD WILSON had threatened to kill him and both witnesses have been interviewed, no further investigation is being conducted at this time.

REC-34 44-5101-5

20 JUN 9 1973

ST-102

ACTION: UACB:

☒ No further action being taken and
☒ LHM enclosed ☒ Copy furnished to USA, Sioux Falls, SD and Departmental Attorney R. Dennis Ickes, Pine Ridge, SD
☐ FD-376 (enclosure to LHM)
☐ LHM being submitted
☐ Report being submitted
☐ Preliminary investigation instituted
☐ Limited investigation instituted

2 - Bureau (ENC 6)
1 - Minneapolis
FH:wkb
(3)

55 JUN 18 1973

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to File No.

Minneapolis, Minnesota

June 5, 1973

RICHARD WILSON;
GARY R. THOMAS - VICTIM

Copies of this communication are being furnished to Departmental Attorney, Civil Rights Division, United States Department of Justice at Pine Ridge, South Dakota, and to the United States Attorney, District of South Dakota, Sioux Falls, South Dakota.

William Janklow, Attorney, Pierre, South Dakota, was interviewed May 23, 1973, pursuant to a request of Departmental Attorney, R. Dennis Ickes, to determine the veracity of a statement by Gary R. Thomas that Richard Wilson had threatened to kill him if he was not off the Pine Ridge Reservation by 8:30 a.m., February 29, 1973. The following is a signed statement of William Janklow concerning this matter:

ENCLOSURE

44-50075-5

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of transcription May 23, 1973

WILLIAM JANKLOW, Attorney, Pierre, South Dakota, furnished the following information:

He was an attorney for the Office of Economic Opportunity (OEO) and lived at Rosebud, South Dakota, from the spring of 1966 to the fall of 1972. In the fall of 1972, he moved to Pierre, South Dakota, and entered private practice. He is currently employed as a special prosecutor for the Attorney General's Office at Pierre, South Dakota. Mr. JANKLOW has known GARY THOMAS for some time. THOMAS was employed by him as an intern during the summer of 1971 and is currently a staff OEO attorney at Ft. Thompson, South Dakota.

On February 28, 1973, Mr. JANKLOW was with GARY THOMAS and MICK GROSSENBURG. GROSSENBURG is currently State's Attorney at Winner, South Dakota. He furnished the following signed statement concerning his activities on February 28, 1973, as it relates to the verbal altercation between THOMAS and RICHARD WILSON:

"I, WILLIAM JANKLOW, Box 1176, Pierre, South Dakota, hereby make the following statement to BRYAN J. MOGEN of the FBI.

"On or about 28 February, 1973, I was in Pine Ridge, South Dakota, with GARY THOMAS and MICK GROSSENBURG. We had visited various places involved in the incident at Wounded Knee, South Dakota, and we had then gone over to the Pine Ridge Police Station to visit with the Police Officers who were there on special assignment from Rosebud. GARY, MICK and I were standing by the telephone booth across the street South From the Police Station when a station wagon, I believe, drove up. In the Station Wagon was RICHARD WILSON, Mrs. WILSON and a girlfriend of Mrs. WILSON. WILSON proceeded to get out

Interviewed on 5/23/73 at Pierre, South Dakota File # MP 44-736

by SA BRYAN J. MOGEN:kao Date dictated 5/23/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

of the car and slowly walk over to our place where we were standing. I greeted WILSON and so did GARY THOMAS. As WILSON approached us, he slowly took off his sunglasses and said to THOMAS, 'Do you want a piece of me, you son-of-a-bitch.' THOMAS said that he did not want any trouble with WILSON. WILSON then came forward, again repeated his phrase and started raising his voice. There were several newspaper and media people in the vicinity and they gathered around. RICHARD MULLER of KELO TV, Sioux Falls, was there as was some man from the Associated Press outside South Dakota, as well as one of the Denver, Colorado television station news bureaus. WILSON told THOMAS that he, THOMAS, had until 8:30 A.M. the following morning to get off the Pine Ridge Reservation or he would turn his goons loose on THOMAS. I interrupted WILSON and tried to make small talk, because all of the media people were starting to let the cameras roll, etc. WILSON said to THOMAS, 'You son-of-a-bitch, you swore at me yesterday, and now I am promising you that if you are not off of this reservation by 8:00 A.M. tomorrow my goons will kill you. This is not a threat, it is a promise.'

"WILSON further remarked that THOMAS and the other attorney, the 'Mexican, chile bean bastard, Mario Gonzelas,' had caused enough trouble on the Pine Ridge.

"About this point in time, Mrs. WILSON came forward and started to push THOMAS around telling him that he had threatened her husband, and that she would take care of THOMAS if her husband didn't. By this time a large crowd had gathered and was watching the incident. A couple of cars stopped, and WILSON said that these were a couple of his 'boys'. One of them came forward and started to push THOMAS around. I interceded and told him to get back and stay out of it. I then grabbed

NW 55293 DocId:32989685 Page 298

WILSON by the arm and pulled him to the back of the car to talk to him, and I send THOMAS back across the street to THOMAS's car. THOMAS went across the street and got into his car, and I proceeded to stand with WILSON for approximately 15 minutes and visit with him.

"The above statement is true and correct to the best of my knowledge, and it is given to Mr. MOGEN of theFBI this 22nd day of May, 1973.

"/s/ BILL JANKLOW

"Witness: SA BRYAN J. MOGEN
FBI Aberdeen, S. Dak."

NW 55293 DocId:32989685 Page 299

RICHARD WILSON;
GARY R. THOMAS - VICTIM

Mick Grossenburg, Tripp County States Attorney, was interviewed May 21, 1973, concerning the allegation that Richard Wilson had threatened to kill Gary Thomas if Thomas was not off the Pine Ridge Reservation by 8:30 a.m., February 29, 1973, and furnished the following information:

NW 55293 DocId: 32989685 Page 300

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of transcription May 29, 1973

MICK GROSSENBURG, Tripp County States Attorney, Winner, South Dakota, (Office phone 842-1676 - Home phone 842-2881) telephonically contacted the Pine Ridge, South Dakota, Command Post of the FBI and advised that he was calling from his home and indicated that he was familiar with the altercation that took place between GARY THOMAS, a former Office of Economic Opportunity (OEO) Legal Officer on the Pine Ridge Reservation, and RICHARD WILSON, President of the Oglala Sioux Tribal Council, on February 28, 1973.

GROSSENBURG furnished the following information:

He stated that he understood that GARY THOMAS had been with RUSSELL MEANS, an American Indian Movement (AIM) leader, on February 27, 1973, when THOMAS and MEANS had engaged in an altercation with WILSON at the Oglala Sioux Nation Trading Post parking lot. GROSSENBURG said that THOMAS told him that MEANS had been hit and that he, THOMAS, felt that he had been assaulted and had to drive away to avoid a fight. Sometime that day THOMAS then went to the Tribal Office and filed a complaint against WILSON for assault. GROSSENBURG said that THOMAS filed the assault complaint for the purpose of further angering WILSON, rather than because he actually felt he had been assaulted.

GROSSENBURG advised that on February 28, 1973, he and BILL JANKLOW, an attorney from Pierre, South Dakota, flew to Pine Ridge in JANKLOW's plane. They accepted a ride from GARY THOMAS at the Pine Ridge Airport and were merely driving around the Reservation to see what was going on after the AIM militants had taken over the Church at Wounded Knee.

They drove over near the Bureau of Indian Affairs (BIA) Police Headquarters to use a telephone at the BIA Building parking lot. DICK WILSON and his wife drove up to GARY THOMAS' car and WILSON jumped out, came over to GARY THOMAS, and was berating him in abusive language, concerning the filing of the assault complaint the day before. GROSSENBURG stated that WILSON was using abusive and profane language; however, he at no time threatened to kill GARY THOMAS.

Interviewed on 5/21/73 at Pine Ridge, South Dakota File # MP 44-736

by SA FRANCIS M. HENWOOD:wkb 6 Date dictated 5/25/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

WILSON did tell GARY THOMAS that if THOMAS continued to hang around with AIM militants like MEANS he wanted him off the Reservation and wanted him off the Reservation now. GROSSENBURG said the term "goons" was mentioned several times but he does not recall the context and does not recall that WILSON said that his "goons" would kill anyone. GROSSENBURG believes that the subject of goons was brought up either by JANKLOW or THOMAS, or possibly by himself, inasmuch as all were engaged in a heated argument and that Mrs. WILSON also joined in the discussion, using profanity and making wild statements, the exact nature of which GROSSENBURG cannot recall.

GROSSENBURG further stated that he did not feel any danger himself from WILSON or feel that THOMAS seriously considered himself in any danger, but it was a heated argument and yelling contest with high tempers on both sides, and as a result, he does not remember any exact statements made by anyone in the argument.

He recalled that JANKLOW quieted WILSON down and eventually he, THOMAS, and JANKLOW drove away, without any further altercation with the WILSONs.

NW 55293 DocId:32989685 Page 302

RICHARD WILSON;
GARY R. THOMAS - VICTIM

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 303

FD-36 (Rev. 5-22-64)

FBI

Date: 5/15/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL
(Priority)

TO: ACTING DIRECTOR, FBI (44-56075)

FROM SAC, MINNEAPOLIS (44-698)

SUBJECT: RICHARD WILSON, ET AL
RUSSELL MEANS, ET AL
VICTIMS;
INTIMIDATION
CIVIL RIGHTS

Re Bureau airtel dated 5/8/73 and Minneapolis report of SA JOHN C. KAMMERMAN dated 5/1/73.

R. DENNIS ICKES, Departmental Attorney, Pine Ridge, South Dakota, on 5/15/73 advised he now desired interviews with JOSEPH MERRIVAL, San Leandro, California, and leads set forth in re report. Leads have been set out.

2 - Bureau
2 - Minneapolis
MEN: sks
(4)

REC-106 44-56075-4

6-6

20 MAY 21 1973

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

67 JUN 6 1973

U.S.Government Printing Office: 1972 — 455-574

AIRTEL

5/8/73

EX-105

REC-10

To: SAC, Minneapolis

From: Acting Director, FBI (44-56075)

1 - Mr. Gardner

RICHARD WILSON, ET AL.
RUSSELL MEANS; ET AL. - VICTIMS
INTIMIDATION;
CIVIL RIGHTS

ReMPrep of SA John C. Kammerman, dated 5/1/73.

Inasmuch as rerep indicates that Departmental Attorney R. Dennis Ickes advised this case does not warrant any further investigation, close your case administratively.

MAILED 7
MAY 03 1973
FBI

Mr. Felt
Mr. Baker
Mr. Callahan
Mr. Cleveland
Mr. Conrad
Mr. Gebhardt
Mr. Jenkins
Mr. Marshall
Mr. Miller, E.S.
Mr. Soyars
Mr. Thompson
Mr. Walters
Tele. Room
Mr. Baise
Mr. Barnes
Mr. Bowers
Mr. Herington
Mr. Conmy
Mr. Mintz
Mr. Eardley
Mrs. Hogan

TMG:bap (4)

53 MAY 30 1973
55 MAY 17 1973

MAIL ROOM ☑ TELETYPE UNIT ☐

FD-263 (Rev. 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	5/1/73	3/29/73 - 4/30/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHANGED RICHARD WILSON, TRIBAL CHAIRMAN; CHARLES DAVID WINTERS, aka Elmer Fudd Winters; PETER HERMES MERRIVAL; GLENN HERMIS THREE STARS; RUSSELL MEANS - VICTIM; GARY THOMAS - VICTIM	SA JOHN C. KAMMERMAN	skw
	CHARACTER OF CASE INTIMIDATION; CR	

Title marked changed to add names of other unknown subjects.

REFERENCE: Minneapolis airtel to the Bureau dated 4/8/73.

- P -

ADMINISTRATIVE:

All persons interviewed in this case were advised that this investigation was being conducted at the request of the Assistant Attorney General, Civil Rights Division, U.S. Department of Justice.

ACCOMPLISHMENTS CLAIMED ☒ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☒ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☒ NO

APPROVED: SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau (44-56075)
1 - USA, Sioux Falls, South Dakota
1 - Deputy Attorney General, Pine Ridge, South Dakota
4 - Minneapolis
(2 - 44-698)
(2 - 44-696)

12 MAY 9 1973

Dissemination Record of Attached Report			
Agency			
Request Recd.			
Date Fwd.			
How Fwd.			

Notations

McDONOUGH

PROC

A

COVER PAGE

MP 44-698

LEADS

MINNEAPOLIS

AT KYLE, SOUTH DAKOTA

Locate and interview ROSE BULL BEAR regarding the alleged attack on MEANS and THOMAS on 3/27/73.

AT SIOUX FALLS, SOUTH DAKOTA

Will interview RUSSELL MEANS and obtain a signed statement regarding captioned matter.

Determine from MEANS the identity of the girl who was with him having the last name of CONROY and set out lead to have her interviewed re this matter.

AT PINE RIDGE, SOUTH DAKOTA

Locate and interview JOE MERRIVAL re captioned matter.

B*
COVER PAGE

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - United States Attorney, Sioux Falls, South Dakota
1 - Deputy Attorney General, Pine Ridge, South Dakota

Report of: SA JOHN C. KAMMERMAN Office: MINNEAPOLIS
Date: May 1, 1973

Field Office File #: 44-698 Bureau File #: 44-56075

Title: RICHARD WILSON, TRIBAL CHAIRMAN;
CHARLES DAVID WINTERS:
PETER HERMES MERRIVAL;
GLENN HERMIS THREE STARS;
RUSSELL MEANS - VICTIM;
GARY THOMAS - VICTIM

Character: INTIMIDATION; CIVIL RIGHTS

Synopsis:

RUSSELL MEANS alleged that he was attacked while in a car parked at the Pine Ridge Shopping Center by the subjects. One witness identified WINTERS as the one who slapped MEANS.

- P -

DETAILS:

On March 29, 1973, RUSSELL MEANS made a complaint to R. DENNIS ICKES, Attorney, Civil Rights Division, United States Department of Justice, Pine Ridge, South Dakota. Investigation in this case was based upon a request by R. DENNIS ICKES indicating that RUSSELL MEANS and GARY THOMAS were allegedly attacked by CHARLES DAVID WINTERS, PETER HERMES MERRIVAL and GLENN HERMIS THREE STARS. These people were allegedly hired by RICHARD WILSON to attack MEANS. This incident allegedly took place on March 27, 1973.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 6, 1973

On April 2, 1973, PETER HERMES MERRIVAL, Pine Ridge, South Dakota, was interviewed concerning a possible civil rights violation and he provided the following statement which he refused to sign:

"Pine Ridge, South Dakota
"April 2, 1973

"I, PETER HERMES MERRIVAL, make the following free and voluntary statement to JAMES E. BOWMAN and BILL D. COLVIN who have identified themselves to me as Special Agents of the Federal Bureau of Investigation. Mr. BOWMAN advised me of the nature of the inquiry and of my rights. He furnished me a warning and waiver form which I read. I stated that I understood my rights but I refused to sign the waiver form.

"I was born on July 28, 1941, in Pine Ridge, South Dakota, and consider my residence Pine Ridge, South Dakota. I completed 9 1/2 years of school and can read and write.

"About a month ago, my brother, JOSEPH MERRIVAL, picked me up in his car. I had been walking along a road and had been drinking. JOE picked me up sometime in the afternoon and I had been drinking since early morning. I don't know if JOE had been drinking.

"We walked into the Sioux Nation Shopping Center, Pine Ridge, South Dakota, after JOE parked his car. I looked around the shopping center to see if any members of AIM were raising hell. I then came outside and saw RUSSELL MEANS on the passenger side of a car. The only other person I saw in the car was the driver. I do not know his name. I was standing on the driver's side of the car. The driver's side door was partially open. I asked MEANS what he was doing raising hell here as this is our shopping center. By referring to our shopping center, I meant the shopping center Oglala Sioux Shopping Center.

Interviewed on 4/2/73 at Pine Ridge, South Dakota File # MP 44-698-3

by SAs JAMES E. BOWMAN & BILL D. COLVIN - SMS Date dictated 4/3/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 309

"After I asked him this, somebody hit MEANS, or it looked like somebody hit MEANS with his hand. I do not ____ who was standing on that side of the car. I did not hit the driver, nor did I see anybody else hit the driver. I do not know the identity of anyone else who ___ standing by the car. I didn't see anyone else in the car besides the driver and MEANS.

"My brother, JOE, was either inside the Sioux Nation Shopping Center or standing by the door of the shopping center when I was talking to MEANS. I do not know if he saw me talking to MEANS. The car that MEANS was in was about twenty feet from the door of the Sioux Nation Shopping Center.

"After I saw the attempt to hit MEANS through the window of the car, the driver backed the car up and took off.

"Witnesses:
"BILL D. COLVIN, Special Agent, FBI, Mpls, Minn, 4/2/73.
"JAMES E. BOWMAN, Special Agent, FBI, Minneapolis, Minnesota, 4/2/73."

The following description was provided by PETER HERMES MERRIVAL:

Name	PETER HERMES MERRIVAL
Alias	PEACHY
Address	Post Office Box 353 Pine Ridge, South Dakota
Telephone Number	867-5365
Race	Indian
Sex	Male
Date of Birth	July 20, 1941
Place of Birth	Pine Ridge, South Dakota
Occupation	Welder
Employment	Unemployed
Hair	Black, below shoulder length
Eyes	Green
Social Security Number	JFK Act 6 (3)
Marital Status	Divorced - 1972
Nationality	American
Height	5'10"
Weight	195 pounds
Build	Medium

NW 55293 DocId:32989685 Page 310

MP 44-698
JEB/sms

Military Service	None
Education	Completed ninth grade at Pine Ridge, South Dakota
Children	KIM MERRIVAL (14) - daughter 1045 South 14th West Salt Lake City, Utah JEANNIE MERRIVAL (1 1/2) - daughter Pine Ridge, South Dakota
Former Wife	HELEN HALVORSON 1045 South 14th West Salt Lake City, Utah
Scars and Marks	1" scar each corner of mouth; gorilla tattoo on right shoulder
Arrests	1955 - Breaking and entering, Pine Ridge, South Dakota, sentenced to Ogden, Utah Reform School; 1970 - Misdemeanor, Pine Ridge, South Dakota; 1969 - Drunk, Oakland, California; Numerous arrests for drunkenness
Relatives	Mother - ETHEL MERRIVAL, Post Office Box 353 Pine Ridge, South Dakota Father - PEDRO MERRIVAL Chicago, Illinois Brother - BARTON MERRIVAL Kimes Canyon, Arizona Brother - JOE MERRIVAL Hayward, California Sister - JUDITH MARDAINION (ph) Pine Ridge, South Dakota Sister - IRIS WILSON Seattle, Washington

NW 55293 DocId:32989685 Page 311

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 4/24/73

STANLEY D. LYMAN, Superintendent, Bureau of Indian Affairs (BIA), advised that he was not a witness to the incident of February 27, 1973, at which time RUSSELL MEANS was allegedly attacked by ELMER WINTERS and others at the Sioux Nation Shopping Center parking lot. LYMAN advised further that ELMER WINTERS came to his office and discussed the above incident and said that RUSSELL MEANS and others were in the store creating a disturbance. WINTERS told LYMAN that he heard about this and went down to the shopping center parking lot at which time WINTERS slapped MEANS who was in the car.

LYMAN talked to the people in the store and they stated that the American Indian Movement people had not caused any problem that day.

LYMAN further stated that his boss is WYMAN BABBY and that the only knowledge BABBY has of this incident is what LYMAN told him.

Interviewed on 4/19/73 at Pine Ridge, South Dakota File # MP 44-698

by SA ROY W. RHODES, JR. and SA JOHN C. KAMMERMAN JCK:skw Date dictated 4/22/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 312

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 4/22/73

GLENN HERMIS THREE STARS, Box 145, was interviewed at the BIA Building by FBI Special Agents JOHN C. KAMMERMAN and ROY W. RHODES, JR., who advised him of their identity and that they wished to interview him regarding his possible involvement in or knowledge of the incident at the Sioux Nation Shopping Center parking lot on February 27, 1973, at 2:30 p.m. at which time RUSSELL MEANS and GARY THOMAS were allegedly attacked. KAMMERMAN advised THREE STARS of his rights after which THREE STARS stated he understood his rights and waived such rights as shown on an executed Warning and Waiver form. THREE STARS advised that on February 27, 1973, he had gone to the grocery store at the above mentioned parking lot by himself for the purpose of buying diapers and milk for the family. When he came out of the store he saw JOSEPH MERRIVAL, ELMER WINTERS and SONNY DEON standing next to a car in which RUSSELL MEANS was sitting on the passenger side and GARY THOMAS was sitting behind the wheel. WINTERS was standing on the driver's side of the vehicle and reached across and over THOMAS and slapped RUSSELL MEANS in the face. THOMAS was not hit or slapped and THREE STARS did not hear any conversation between these people. THOMAS then immediately drove away. At this time when MEANS was slapped by WINTERS, THREE STARS was sitting in his car next to THOMAS' car. He does not know why the other three persons came to the parking lot. THREE STARS and MERRIVAL were both arrested and charged with assault on RUSSELL MEANS. THREE STARS stated that he himself was probably mentioned in the complaint because he and MERRIVAL were the only ones recognized by MEANS.

THREE STARS affirms that he was not sent by DICK WILSON to the parking lot.

THREE STARS stated that he did not desire to furnish a signed statement.

Interviewed on 4/20/73 at Pine Ridge, South Dakota File # MP 44-698

by SA ROY W. RHODES, JR. and SA JOHN C. KAMMERMAN JCK:skw Date dictated 4/20/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 313

The following description was obtained from interview and observation:

Name	GLENN HERMIS THREE STARS
Sex	Male
Race	White
Date of Birth	May 4, 1932
Place of Birth	Pine Ridge, South Dakota
Height	5'11"
Weight	185 pounds
Hair	Brown
Eyes	Hazel
Social Security No.	JFK Act 6 (3)
Marital Status	Married
Tattoos	Black Panther - left upper arm; numerous letters on left forearm and right wrist.

NW 55293 DocId:32989685 Page 314

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 4/22/73

GLENN HERMIS THREE STARS, Box 145, was interviewed at the BIA Building by FBI Special Agents JOHN C. KAMMERMAN and ROY W. RHODES, JR., who advised him of their identity and that they wished to interview him regarding his possible involvement in or knowledge of the incident at the Sioux Nation Shopping Center parking lot on February 27, 1973, at 2:30 p.m. at which time RUSSELL MEANS and GARY THOMAS were allegedly attacked. KAMMERMAN advised THREE STARS of his rights after which THREE STARS stated he understood his rights and waived such rights as shown on an executed Warning and Waiver form. THREE STARS advised that on February 27, 1973, he had gone to the grocery store at the above mentioned parking lot by himself for the purpose of buying diapers and milk for the family. When he came out of the store he saw JOSEPH MERRIVAL, ELMER WINTERS and SONNY DEON standing next to a car in which RUSSELL MEANS was sitting on the passenger side and GARY THOMAS was sitting behind the wheel. WINTERS was standing on the driver's side of the vehicle and reached across and over THOMAS and slapped RUSSELL MEANS in the face. THOMAS was not hit or slapped and THREE STARS did not hear any conversation between these people. THOMAS then immediately drove away. At this time when MEANS was slapped by WINTERS, THREE STARS was sitting in his car next to THOMAS' car. He does not know why the other three persons came to the parking lot. THREE STARS and MERRIVAL were both arrested and charged with assault on RUSSELL MEANS. THREE STARS stated that he himself was probably mentioned in the complaint because he and MERRIVAL were the only ones recognized by MEANS.

THREE STARS affirms that he was not sent by DICK WILSON to the parking lot.

THREE STARS stated that he did not desire to furnish a signed statement.

Interviewed on 4/20/73 at Pine Ridge, South Dakota File # MP 44-698

by SA ROY W. RHODES, JR. and SA JOHN C. KAMMERMAN JCK:skw Date dictated 4/20/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 315

The following description was obtained from interview and observation:

Name	GLENN HERMIS THREE STARS
Sex	Male
Race	White
Date of Birth	May 4, 1932
Place of Birth	Pine Ridge, South Dakota
Height	5'11"
Weight	185 pounds
Hair	Brown
Eyes	Hazel
Social Security No.	JFK Act 6 (3)
Marital Status	Married
Tattoos	Black Panther - left upper arm; numerous letters on left forearm and right wrist.

NW 55293 DocId:32989685 Page 316

302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 22, 1973

RICHARD ALLEN WILSON, President of the Oglala Sioux Tribe, was interviewed at his residence by FBI Special Agents JOHN C. KAMMERMAN and ROY W. RHODES, JR. SA KAMMERMAN advised WILSON of his identity and that he wished to interview him regarding his involvement in, or knowledge of, the activities of a group of Oglala Sioux Indians who are sometimes referred to as "Dick's goons." SA KAMMERMAN also stated that he wished to discuss the allegations that WILSON gave orders to these "goons" to harass members or sympathizers of the American Indian Movement (AIM). KAMMERMAN then advised WILSON of his rights after which WILSON stated he understood but would not sign a waiver of rights form or any statement.

WILSON further stated that he would not discuss any of these matters because of the Civil Rights Acts of 1964 and 1968 are not recognized by the tribe as being valid for the reservation, until such a time as these are ratified by referendum vote of the Oglala Sioux people.

The following description was obtained from observation:

Name	RICHARD ALLEN WILSON
Race	White
Sex	Male
Age	Approximately 50
Height	5'10" (approximately)
Weight	185 pounds (approximately)
Hair	Black
Eyes	Brown

Interviewed on 4/21/73 at Pine Ridge, South Dakota File # MP 44-698

by SA JOHN C. KAMMERMAN
SA ROY W. RHODES, JR. Date dictated 4/22/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 22, 1973

GLENN HERMIS THREE STARS was interviewed at his residence by FBI Special Agents JOHN C. KAMMERMAN and ROY W. RHODES, JR. SA KAMMERMAN advised THREE STARS that he wished to interview him regarding his possible involvement in or knowledge of the activities of a group of Oglala Sioux Indians on the reservation who are organized to take the law in their own hands. THREE STARS was then advised of his rights by SA KAMMERMAN after which THREE STARS read a statement of his rights, stated he understood his rights and was willing to waiver such rights as shown on an executed warning and waiver form. THREE STARS then advised as follows:

He is the president of a group of approximately eighty men who are all Indians or part Indians of the Oglala Sioux Tribe living in the Pine Ridge area. This group is sometimes referred to as "Dick's goons." This group is organized for the purpose of protecting their homes and themselves against the members and sympathizers of the American Indian Movement (AIM) who allegedly are trying to cause them harm. This group is organized and divided up into squads headed by squad leaders who are accountable to him.

After being asked what he or his group would do if any AIM persons came with the intentions of doing harm or injury in any way; he stated that his group would run them out of town and not turn them over to the authorities. This group does not pay dues but is a volunteer organization.

THREE STARS was asked if this group met on a regular basis to which he answered that they met every day but not as a body.

THREE STARS then pulled out an automatic pistol from his right rear trouser pocket and stated that he always carries this gun for protection and that he has a gun permit.

THREE STARS asked why the Marshals and FBI Agents

Interviewed on 4/21/73 at Pine Ridge, South Dakota File #: MP 44-698

by SA JOHN C. KAMMERMAN
SA ROY W. RHODES, JR. JCK:skh Date dictated 4/22/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 318

could not move bakc from the roadblocks and let his group take over Wounded Knee, South Dakota, from the militant AIM members; he added that they have enough guns and weapons to take over Wounded Knee from AIM. SA KAMMERMAN stated that it might be difficult for them since it is reported that some of the persons occupying Wounded Knee have machine guns. THREE STARS just smiled and repeated that his group has sufficient weapons for the purpose.

THREE STARS then stated that he wanted us to meet RICHARD WILSON and took us to WILSON's residence.

THREE STARS refused to give a signed statement.

The following description was obtained through observation and interview:

Name	GLENN HERMIS THREE STARS
Race	White
Sex	Male
Date of Birth	May 4, 1932
Place of Birth	Pine Ridge, South Dakota
Height	5'11"
Weight	135 pounds
Hair	Brown
Eyes	Hazel
Social Security No.	JFK Act 6 (3)
Residence	Box 145 Pine Ridge, South Dakota
Marital Status	Married
Tattoos	Numerous miscellaneous letters on left forearm and right wrist; black panther on left upper arm

NW 55293 DocId:32989685 Page 319

FEDERAL BUREAU OF INVESTIGATION

Date of transcription April 22, 1973

RICHARD ALLEN WILSON, President of the Oglala Sioux Tribe, was interviewed at his residence by FBI Special Agents JOHN C. KAMMERMAN and ROY W. RHODES, JR. SA KAMMERMAN advised WILSON of his identity and that he wished to interview him regarding his involvement in, or knowledge of, the activities of a group of Oglala Sioux Indians who are sometimes referred to as "Dick's goons." SA KAMMERMAN also stated that he wished to discuss the allegations that WILSON gave orders to these "goons" to harass members or sympathizers of the American Indian Movement (AIM). KAMMERMAN then advised WILSON of his rights after which WILSON stated he understood but would not sign a waiver of rights form or any statement.

WILSON further stated that he would not discuss any of these matters because of the Civil Rights Acts of 1964 and 1968 are not recognized by the tribe as being valid for the reservation, until such a time as those are ratified by referendum vote of the Oglala Sioux people.

The following description was obtained from observation:

Name	RICHARD ALLEN WILSON
Race	White
Sex	Male
Age	Approximately 50
Height	5'10" (approximately)
Weight	185 pounds (approximately)
Hair	Black
Eyes	Brown

Interviewed on 4/21/73 at Pine Ridge, South Dakota File # MP 44-385

by SA JOHN C. KAMMERMAN
SA ROY W. RHODES, JR. Date dictated 4/22/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 320

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 4/24/73

CHARLES DAVID WINTERS, also known as ELMER FUDD WINTERS, was interviewed at his residence of 171 Eastridge by FBI Special Agents JOHN C. KAMMERMAN and ROY W. RHODES, JR. SA KAMMERMAN advised WINTERS of their identity and that he wished to interview WINTERS regarding his possible knowledge of or involvement in the alleged attack on RUSSELL MEANS at the Sioux Nation Shopping Center parking lot on February 27, 1973. SA KAMMERMAN then advised WINTERS of his rights at which time WINTERS stated that he understood his rights and signed a Waiver of Rights form.

WINTERS then stated that he did not want to talk about this case. The following description was obtained at this time:

Name	CHARLES DAVID WINTERS
Alias	ELMER FUDD WINTERS
Sex	Male
Race	White
Date of Birth	April 15, 1944
Place of Birth	Pine Ridge, South Dakota
Height	5'7"
Weight	165 pounds
Hair	Brown
Eyes	Brown
Social Security No.	JFK Act 6 (3)
Wife	RITA
Residence	171 Eastridge Pine Ridge, South Dakota
Previous Arrests	1969 - Assault with a deadly weapon - Deadwood, South Dakota - three years probation

Interviewed on 4/21/73 at Pine Ridge, South Dakota File # MP 44-698

by SA ROY W. RHODES, JR., and SA JOHN C. KAMMERMAN JCK:skw Date dictated 4/22/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 321

FEDERAL BUREAU OF INVESTIGATION

1

Date of Transcription April 24, 1973

GARY ROWE THOMAS, Attorney, Legal Aid Services, was interviewed at his office. Mr. THOMAS advised it is his desire to clarify a situation which he witnessed involving RUSSELL MEANS, and which was later alleged to be a violation of MEANS' civil rights. Mr. THOMAS said the incident, in his opinion, was definitely not a civil rights violation. He stated he was angry at MEANS for contributing to the disorders at the Pine Ridge Indian Reservation, which largely led to the removal of Legal Aid Services from Pine Ridge. Accordingly, he advised that he would provide a signed statement describing in detail the events which led up to the alleged violation of MEANS' civil rights. Mr. THOMAS provided the following signed statement to the interviewing Agent:

"I, GARY ROWE THOMAS, make the following statement to Mr. ROGER T. FISHER, who has identified himself to me as a Special Agent of the Federal Bureau of Investigation.

"On Monday, February 26, 1973, I was in Manderson, S.D., for the funeral of BEN BLACK ELK. A man named DAVE LONG, Vice President of the tribe, approached me and asked if I wanted to attend a pow-wow at Calico, supposedly in celebration of BLACK ELK's death. When I was leaving that night RUSSELL MEANS approached me and asked if he could take a girl accompanying him to my house. I told him I had an extra bedroom and he could use it. I had met MEANS at Pine Ridge through the Legal Aid Services office during the period July to August, 1972. The girl with MEANS was named CONROY. I do not remember her first name but she was 26 or 27 years old, from Rapid City, and was part Indian.

"The next morning, they asked me to drop them off at Calico Village, approximately 25 miles from

Interviewed on 4/12/73 at Ft. Thompson, South Dakota File # MP 44-696 ~~MP 44-698~~

by SA ROGER T. FISHER/cmk Date dictated 4/18/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId: 32989685 Page 322

my home. My home is in Rushville. I was going to my office in Pine Ridge and consented to give them a ride. At approximately 2:30 p.m. we stopped at the Sioux Nation store in Pine Ridge. RUSSELL MEANS entered the store to buy a paper. He returned approximately five minutes later. A woman named ROSE BULL BEAR from Kyle came up to the car and conversed with MEANS. During the conversation an Indian male came up to the car wearing a cowboy hat. He approached the driver's side and looked in. I asked if I could help him. The man shook his head and went back into the store. ROSE continued talking to MEANS. Within a couple of minutes approximately five males came out of the store. The man in the cowboy hat came with them. One or two men came up to the driver's side, the others to MEANS' side. I locked the door, rolled up the window, and started the engine in order to back away. Simultaneously, the men on MEANS' side shoved ROSE away and directed a couple of blows at MEANS. Some of the men asked, "MEANS, are you causing trouble in the Sioux Nation Store?" MEANS sustained a lip injury which was bleeding. I did not observe any other injuries.

"I do not know if MEANS had trouble in the store. He said he had a conversation with an elderly person but seemed surprised when the men attacked.

"Afterward, we proceeded to Calico Village. I let MEANS and the CONROY girl out of my vehicle at approximately 3 p.m. MEANS did not indicate his destination. He had not mentioned Wounded Knee at all prior to this time. I was not aware of any planned trouble there and did not learn of the take over until 7:30 or 8 p.m. that same day.

NW 55293 DocId:32989685 Page 323

"After letting MEANS and CONROY out of the car I went to Pine Ridge to the BIA building to seek a U. S. Marshal or an FBI agent to report the incident. My purpose was to advise them because I thought MEANS might get angry and return with a mob. MEANS did not indicate he was angry but rather said he would sign a complaint. He told me of the identities of two men involved in the attack. I did not know any of them. The two he named were JOE MERRIVAL and GLENN THREE STARS. MEANS said they were friends of DICK WILSON's. At the BIA building I spoke to an unknown person on the U. S. Marshal's staff. He suggested I sign a complaint against the men. I discussed the matter with "SKI" JACOBS, Captain of police and afterward did sign a complaint against MERRIVAL and THREE STARS. I do not know if MEANS ever did.

"For several months I had heard rumors at Pine Ridge concerning a "goon squad" supposedly hired by DICK WILSON. The rumors also stated that these people were paid with approximately $65,000 obtained through the area office.

"In February, 1973, during the attempted impeachment of WILSON there were several U. S. Marshal's at Pine Ridge. I spoke to REIS R. KASH of the Marshal's service who stated in effect that he was surprised and displeased to learn that there was a "goon squad" on the reservation. He ordered that no more federal monies be paid to these men and dismantled the group because their existence contributed to the anxiety of the situation. This is the first word from an official

NW 55293 DocId:32989685 Page 324

source I received concerning the existence of a "goon squad." I had heard rumors but do not know of specific instances where people were intimidated. Everything was hearsay. I never checked out the stories personally. For example, rumor had it that ELLEN MOOSE CAMP, Trailer Court, Pine Ridge, had her trailer entered and ransacked by the "goon squad." LILLIAN RICHARDS, Secretary, Tribal Office, allegedly was beaten by "goon squad" and required hospitilization. A house belonging to YELLOW BOY was supposedly burned in North Ridge by the "goon squad" because he housed out of state people in his home. FRANK FOOLS CROW's house was allegedly entered and he and his family threatened by the "goon squad." I heard also that some of the men were funded by Manpower.

"I have no other information except on February 28, 1973, I picked up an attorney, BILL JANKLOW from Pierre at the airport. We were accompanied by another attorney, MICK GROSENBERG, States Attorney, Winner. BILL was looking for his client's mother, Mrs. BLACK FEATHER. I drove them around town. While standing in front of the Pine Ridge courthouse, DICK WILSON approached me. He said "If you're here past 8:30 in the morning I'll have you killed." The other attorneys heard the threat. I spoke to WILSON many times while working at Legal Aid Services. Our office had some conflict with WILSON. We tried to tell him we were not involved in partisan politics. However, once he said we were either for him or against him. Since so many AIM members came to our office he apparently felt we were on their side. I felt he might also have learned of MEANS' visit to my home and this might have brought on the threat.

NW 55293 DocId:32989685 Page 325

MP 44-696
MP 44-698
5

"I have read this statement consisting of this and five other pages. I have made any necessary corrections and have initialled each page. This statement is correct.

/s/"GARY R. THOMAS
April 12, 1973
Ft. Thompson, S.D.

"Witness: Special Agent ROGER T. FISHER, Minneapolis FBI, 4/12/73."

NW 55293 DocId:32989685 Page 326

MP 44-698

On April 30, 1973, R. DENNIS ICKES, Attorney, Civil Rights Division, United States Department of Justice, Pine Ridge, South Dakota, was advised of the details of the interviews in this matter after which he stated that he does not feel this case warrants any further investigation and would desire to have a copy of a report to study.

NW 55293 DocId:32989685 Page 327

0-70 (Rev. 3-28-72)
OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Assistant Attorney General
Civil Rights Division
Acting

DATE: 5/8/73

FROM : Director, FBI

SUBJECT: **RICHARD WILSON; ET AL.**
RUSSELL MEANS; ET AL. - VICTIMS
INTIMIDATION; CIVIL RIGHTS

Reference is made to _____ memorandum dated _____ (your file _____).

There is enclosed one copy of the report of Special Agent John C. Kammerman dated 5/1/73 at Minneapolis.

A. ☐ This covers the preliminary investigation and no further action concerning a full investigation will be taken by this Bureau unless the Department so directs.

B. ☐ The investigation is continuing and you will be furnished copies of reports as they are received.

C. ☐ The investigation requested by you has now been completed. Unless advised to the contrary no further inquiries will be made by this Bureau.

D. ☐ Pursuant to instructions issued by the Department, no investigation will be conducted in this matter unless specifically directed by the Department.

E. ☐ Please advise whether you desire any further investigation.

F. ☐ This is submitted for your information and you will be advised of further developments.

G. ☒ This is submitted for your information and no further investigation will be conducted unless specifically requested by the Department.

H. ☐ This covers the receipt of a complaint and no further action will be taken by this Bureau unless the Department so directs.

Enc. 1

NOTE: In view of Mr. R. Dennis Ickes' comments as set forth on page 20 of the attached report, no further investigation is being conducted in this case.

FD-365 (Rev. 8-9-71)

FBI

Date: 5/3/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL
(Priority)

To: Director, FBI ATTENTION:

From: SAC, MINNEAPOLIS (44-NEW)(P) ☒ CIVIL RIGHTS SECTION
GENERAL INVEST. DIV.
DOMESTIC INTELLIGENCE DIV.

Subject: RICHARD WILSON;
GARY R. THOMAS - VICTIM
CR

☒ CR ☐ EL ☐ DIH ☐ CRA-64
☐ PA ☐ PE ☐ PF ☐ E
☐ EID ☐ Bomb Threats ☐ Extremist Matters
☐ White Hate ☐ Black

Summary of Complaint:

R. DENNIS ICKES, Departmental Attorney, Pine Ridge, South Dakota, furnished a letter dated 4/29/73 requesting investigation concerning RICHARD WILSON threat to kill GARY R. THOMAS if he was not out of Pine Ridge, South Dakota, by 8:30 p.m., 2/28/73. Interview of GARY R. THOMAS at Fort Thompson, South Dakota, 4/12/73, indicates BILL JANKLOW and MICK GROSENBERG were witnesses to the threat. ICKES requests JANKLOW and GROSENBERG be interviewed to determine the veracity of THOMAS' allegation.

2 - Bureau (Enc. 6)
3 - Minneapolis
FH:sks
(5)

ENCLOSURE
EX-111

REC-76

MCT-28

2 MAY 9 1973

ACTION: UACB:

☐ No further action being taken and
☒ LHM enclosed ☒ Copy furnished to USA, Sioux Falls, South Dakota
☐ FD-376 (enclosure to LHM)
☐ LHM being submitted 1 - Departmental Attorney, Civil Rights Division, United States Department of Justice, Pine Ridge, South Dakota
☐ Report being submitted
☐ Preliminary investigation instituted
☐ Limited investigation instituted

54 MAY 16 1973

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

53 MAY 30 1973

MP 44-New

LEADS

MINNEAPOLIS

AT PIERRE, SOUTH DAKOTA

Interview BILL JANKLOW.

AT WINNER, SOUTH DAKOTA

Interview MICK GROSENBERG, States Attorney, Winner, South Dakota.

NW 55293 DocId:32989685 Page 330

U. TED STATES DEPARTMENT OF . STICE

FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to File No.

392 Federal Building U. S. Court House
110 South Fourth Street
Minneapolis, Minnesota 55401

May 3, 1973

RICHARD WILSON;
GARY R. THOMAS - VICTIM

Copies of this communication are being furnished to Departmental Attorney, Civil Rights Division, United States Department of Justice at Pine Ridge, South Dakota, and to the United States Attorney, District of South Dakota, Sioux Falls, South Dakota.

Gary R. Thomas was interviewed by Special Agents of the Federal Bureau of Investigation on April 12, 1973, at Fort Thompson, South Dakota, concerning another matter and furnished the following information:

Thomas stated that on February 28, 1973, he picked up an attorney, Bill Janklow, from Pierre, South Dakota, at the Pine Ridge, South Dakota, Airport. They were accompanied by an attorney, Mick Grosenberg, a States Attorney from Winner, South Dakota, and drove around the village of Pine Ridge looking for a client. While standing in front of the courthouse, Pine Ridge, Dick Wilson approached Thomas and said "If you are here past 8:30 in the morning, I'll have you killed".

Richard "Dick"Wilson is the duly elected President of the Oglala Sioux Tribal Council, Pine Ridge Indian Reservation, and in this position he has taken a strong stand against the American Indian Movement (AIM) and its objectives. Impeachment action has been taken against Wilson on numerous occasions by members of the Tribal Council sympathetic to AIM, and his removal has been a primary objective of AIM at Wounded Knee, South Dakota. He and his supporters, commonly referred to as his "goon squad," have been the subjects of numerous civil rights complaints that have been made during the negotiations at Wounded Knee.

44-5661 5-2

ENCLOSURE

RICHARD WILSON;
GARY R. THOMAS - VICTIM

R. Dennis Ickes, Departmental Attorney, United States Department of Justice, Pine Ridge, South Dakota, requested by a communication dated April 29, 1973, that Janklow and Grosenberg be interviewed to determine the veracity of the statement made by Gary R. Thomas.

This document contains neither recommendations nor conclusions of the Federal Bureau of Investigation. It is the property of the Federal Bureau of Investigation and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 332

FD-365 (Rev. 8-9-71)

FBI

Date: 4/8/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

To: Director, FBI

ATTENTION:

From: SAC, MINNEAPOLIS (44-698) (P)

☒ CIVIL RIGHTS SECTION
GENERAL INVEST. DIV.
☐ DOMESTIC INTELLIGENCE DIV.

Subject: RICHARD WILSON,
TRIBAL CHAIRMAN;
OTHER UNKNOWN SUBJECTS;
RUSSELL MEANS - VICTIM;
GARY THOMAS - VICTIM

☒ CR ☐ EL ☐ DIH ☐ CRA-64
☐ PA ☐ PE ☐ PF ☐ E
☐ EID ☐ Bomb Threats ☐ Extremist Matters
☐ White Hate ☐ Black

Summary of Complaint:

On March 29, 1973, RUSSELL MEANS complained to Departmental Attorney R. DENNIS ICKES that he, MEANS, and GARY THOMAS of Pine Ridge, South Dakota, were attacked by JOE MERRIVALO, PETER "PEACHY" MERRIVALO, ELMER WINTERS, GLEN THREE STARS, and one unknown male individual. According to MEANS, the afore-named individuals were hired by RICHARD WILSON for such purposes. The attack upon MEANS and THOMAS took place on 2/27/73, at 2:30 p.m. in the Sioux Nation Shopping Center parking lot in Pine Ridge, S.D. MEANS did not go into detail about the incident but commented that GARY THOMAS; WYMAN BABBY, who is the Area Director of the BIA; and STANLEY WYMAN, Pine Ridge Agency Superintendent, could fill in the details about the incident.

EX-105 REC-23 44-56075-1

ACTION: UACB:
☐ No further action being taken and
☐ LHM enclosed ☐ Copy furnished to USA
☐ FD-376 (enclosure to LHM)
☐ LHM being submitted
☐ Report being submitted
☒ Preliminary investigation instituted
☐ Limited investigation instituted

(2) - Bureau
1 - Minneapolis
JEB: smo
(3)

APR 19 1973

MCT-40

McDOUGH

54 APR 26 1973

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

FBI

Date: 10/13/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

TO: DIRECTOR, FBI

FROM: SAC, MINNEAPOLIS (44-727) (C)

RICHARD WILSON,
OGLALA SIOUX TRIBAL CHAIRMAN
ET AL;
GERALDINE JANIS - VICTIM
ET AL
CR

Re Minneapolis report of SA HERMAN J. LATTUS, dated 10/10/73.

Enclosed for the Bureau are two (2) copies each of the following enclosures:

Contract Document concerning the CHR Services, 1973

Proposal Copy (marked Proposal), which contained specific information on CHR employment.

On 10/11/73, the above enclosures were received by Registered Mail and were furnished by ELMER LA POINTE, Acting Area Community Health Representative Coordinator, Aberdeen, S.D. area office.

This information is furnished to augment previous investigation conducted in this matter.

2 - Bureau (Encs. - 4)
1 - Minneapolis
HJL/rmd
(3)

ENCLOSURE

NCJ-30

OCT 20 1973

O-70 6
10/26/73

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

U.S. Government Printing Office: 1972 — 455-574

ANNUAL BUDGET

I.	SALARIES & BENEFITS:	
	A. 14 CHR's @ $5,200/yr. 1 Coordinator @ $9,000/yr.	$72,800.00 $ 9,000.00 $81,800.00
	B. 10 % Fringe Benefits:	$ 8,180.00
	TOTAL SALARY:	$89,980.00
II.	TRAVEL & PER DIEM:	
	A. Reservation Travel; 1,000 mi/mo x 12¢/mi x 12 mo/yr x 15 CHR's.	$21,600.00
	B. Travel to Professional Meetings; Lakota TB and Health; $ mtgs/yr x 3 cars x 1000mi/mtg x 12 ¢.	$ 1,440.00
	7 State Indian Health Association: 4 cars x 2 mtg/yr x 1000 mi/mtg x 12¢	$ 960.00 $ 2,400.00
	C. Membership in 7 State:	$ 25.00
	D. Space costs, rental & Maintenance of Offices:	$ 5,400.00
	E. Per Diem to Professional Meetings; Lakota TB & Health, 10 people x $25/day x 4mgt/yr x 4 day/mtg. 7 State; 10 people x $25/day x 4 days x 2 mtgs.	$4,000.00 $2,000.00 $6,000.00
	F. Uniforms: $100/Uniform x 15 people x 3 sets.	$4,500.00
	G. Bonding Fees for Coordinator & Bookkeeper @ $10/thousand x $25,000 x 2.	$ 500.00
	H. Administrative Overhead - No Greater than 15% of $89,980.00	$13,477.00
	TOTAL BUDGET:	$143,882.00

GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1

1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
ONE	[redacted]-20-73	[redacted]	

5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than block 5)	CODE
Dept. of Health, Education & Welfare U. S. Public Health Service		Aberdeen Area Indian Health Service Citizens Building Aberdeen, South Dakota 57401 47	

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP code) — CODE — FACILITY CODE

Oglala Sioux Tribe
Pine Ridge
South Dakota 57770

8. ☐ AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)

☒ MODIFICATION OF CONTRACT/ORDER NO. HSM80-73-234
DATED 7-1-73 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

3561505 7530390 3-2850.68 25.99 46.09 CHR Services

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to Article V "Consideration and Payment" of the Special Provisions
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) ☐ This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

This Modification authorized services for one additional CHR from May 1, 1973 through June 30, 1973.

The contract amount is hereby increased by $1,478.50, from $143,100.00 to $144,578.60.

FUNDS AVAILABLE
KB
Initial

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☒ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

15. NAME OF CONTRACTOR/OFFEROR		17. UNITED STATES OF AMERICA	
Orlo Walker (Signature of person authorized to sign)		BY Merlin O. Stein (Signature of Contracting Officer)	
NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print)	19. DATE SIGNED
	4/[illegible]	Merlin O. Stein Acting Contracting Officer	4-24-73

NW.55293.Docid:32989685 Page 336

AGREEMENT FOR SPECIAL BANK ACCOUNT

This agreement, entered into this 30th day of June 1972, between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Agreement, and Oglala Sioux Tribe a Public Body, hereinafter called the Contractor, and the First National Bank, a Banking Corporation under the laws of the State of Nebraska, located at Gordon, Nebraska, hereinafter called the bank.

RECITALS

(a) Effective on 10-1-72, the Government and the Contractor entered into Contract No. HSM80-73-234, provided for the making of advance payments to the Contractor. This advance payment clause is Article VII of the contract. Copy of such advance payment provisions will be furnished to the Bank.

(b) Said Contract or Supplemental Agreement requires that amounts advanced to the Contractor hereunder be deposited in a Special Bank Account or accounts at a member bank or banks of the Federal Reserve System or any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 2, 1935; 49 Stat. 684, as amended; 12 U.S.C. 264), separate from the Contractor's general or other funds; and, the Bank being such a bank, the parties are agreeable to so depositing said amounts with the Bank.

(c) This Special Bank Account shall be designated "Oglala Sioux Tribe Community Health Representatives and Indian Health Service Special Bank Account". First National Bank Gordon, Nebraska

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

(1) The Government shall have a lien upon the credit balance in said account to secure the repayment of all advance payments made to the Contractor, which lien shall be superior to any lien or claim of the Bank with respect to such account.

(2) The Bank will be bound by the provisions of said contract or contracts relating to the deposit and withdrawal of funds in the above Special Bank Account, but shall not be responsible for the application of funds withdrawn from said account. After receipt by the Bank of written directions from the Contracting Officer, or from the Administering Office designated in the advance payment contract mentioned above, or from the duly authorized representative of the Contracting Officer or the Administering Office, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank through the Contracting Officer upon Department of Health, Education and Welfare, Public Health Service, Citizens Building, Aberdeen, South Dakota 57401, stationery and purporting to be signed by, or by the direction of the Contracting Officer, or his duly authorized representative, shall insofar as the rights, duties and liabilities of the Bank are concerned, be conclusively deemed to have been properly issued and filed with the Bank by the Department of Health, Education and Welfare, Public Health Service.

(3) The Government, or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such Special Bank Account at all reasonable times and for all reasonable purposes, including (but without limiting the generality thereof) the inspection or copying of such books and records and any and all memoranda, checks, correspondence or ducuments appertaining thereto. Such books and records shall be preserved by the Bank for a period of six (6) years after the closing of this Special Bank Account.

(4) In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to this Special Bank Account, the Bank will promptly notify Department of Health, Education and Welfare, Public Health Service, Citizens Building, Aberdeen, South Dakota 57401.

NW 55293 DocId:32989685 Page 338

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and year first above written.

_____
(Tribal Chairman) Secretary, Oglala Sioux Tribal Council
Dick Wilson, Chairman, Oglala Sioux Tribal Council

First National Bank, Gordon, Nebr.
(Bank)

By _____
(Officer of Bank)

~~United States of America~~

~~By _____~~
~~(Contracting Officer)~~

United States of America

By _____
(Contracting Officer)

NW 55293 DocId:32989685 Page 339

DEPARTMENT OF HEALTH, EDUCATION AND WELFARE NEGOTIATED CONTRACT	CONTRACT NO. HSM80-73-2[redacted]	PAGE 1 OF 27 PAGES
	NEGOTIATED PURSUANT TO 25-USC-47 302 (c)(15)	TYPE OF CONTRACT Fixed Price
ISSUING OFFICE DHEW, PHS, AAIHS Citizens Building Aberdeen, South Dakota 57401	CONTRACT FOR Services of Community Health Representative	
CONTRACTOR (Name and Address) Oglala Sioux Tribe Pine Ridge South Dakota 57770	ACCOUNTING AND APPROPRIATION DATA 3561505 7530390 3-2850.68 25.99 46.09	
PLACE OF PERFORMANCE Pine Ridge Indian Reservation	CONTRACT AMOUNT $143,100.00	
MAIL VOUCHERS TO Service Unit Director PHS Indian Hospital Pine Ridge, South Dakota 57770	SPONSOR	
	EFFECTIVE DATE July 1, 1972	EXPIRATION DATE 6-30-73 (See renewal Option)

CONTRACTOR REPRESENTS

1. That it ☐ is, ☐ is not, a small business concern. If he is a small business concern and is not the manufacturer of the supplies to be furnished hereunder, he also represents that all such supplies ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration.) (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed definitions and related procedures.)
2. That it is a ☐ REGULAR DEALER IN, ☐ MANUFACTURER OF, the supplies covered by this contract
3. That it is an ☐ INDIVIDUAL, ☐ STATE OR LOCAL AGENCY, ☐ PARTNERSHIP, ☐ JOINT VENTURE, ☐ NON-PROFIT, ☐ EDUCATIONAL INSTITUTION, ☐ CORPORATION organized and existing under the laws of the state of

The Contractor agrees to furnish and deliver all supplies and perform all the services set forth in the attached Special Provisions, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Special Provisions and the General Provisions. To the extent of any inconsistency between the Special Provisions or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Special Provisions and the General Provisions shall control. To the extent of any inconsistency between the Special Provisions and the General Provisions, the Special Provisions shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

OGLALA SIOUX TRIBE NAME OF CONTRACTOR	UNITED STATES OF AMERICA
BY Dick Wilson SIGNATURE OF AUTHORIZED INDIVIDUAL	BY V. B. Anderson SIGNATURE OF CONTRACTING OFFICER
Dick Wilson TYPED NAME	V. B. Anderson TYPED NAME
TITLE President of the Oglala Sioux	June 21, 1972 DATE
June 16, 1972 DATE	

HEW-554 (7/70)

HEW-1ex

THIS CONTRACT CONSISTS OF:

1. COVER PAGE HEW-554

2. CONTENTS OF CONTRACT HEW-555

3. SPECIAL PROVISIONS HEW-556

ARTICLE I	DESCRIPTION AND SCOPE OF WORK
ARTICLE II	PERIOD OF PERFORMANCE
ARTICLE III	REVIEW AND APPROVAL
ARTICLE IV	CONTRACTING OFFICER'S REPRESENTATIVE
ARTICLE V	CONSIDERATION AND PAYMENT
ARTICLE VI	PRICE CERTIFICATION
ARTICLE VII	ADVANCE PAYMENT
ARTICLE VIII	SUBMISSION OF INVOICES AND PLACE OF PAYMENT
ARTICLE IX	NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIE
ARTICLE X	OPTION FOR RENEWAL OF CONTRACT
ARTICLE XI	RESPONSIBILITY FOR DAMAGE

4. GENERAL PROVISIONS, HEW FORM 313 (Rev. 8/64) NEGOTIATED Fixed-Price Contract with Non-Profit Organization; and Alterations to Contract General Provisions, HSM-401(3/70).

5. Annex A, "Advance Payment" clause.
   Annex B, "Objectives and Duties of Original Proposal."

ARTICLE I. - DESCRIPTION AND SCOPE OF WORK

A. The Contractor shall furnish the necessary personnel, materials, services, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work set forth below:

1. The Contractor shall establish and maintain a Community Health Program for the improvement of health care and health services to Indian residents of the Pine Ridge Indian Reservation. The objectives and achievements to be accomplished hereunder are:

   (a) Provide better utilization of health services by coordination and communication between the individual community members and the health resourses;

   (b) Provide health information and instruction to individuals and families to assist in the elimination of health problems;

   (c) Provide an effective transportation system to health resources.

2. The Contractor shall designate a Community Health Representative to assist the community to improve and maintain its health status. Specifically, the Community Health Representative shall:

   (a) Attend community meetings to explain and interpret HSMHA health programs, policies, and procedures to the community members;

   (b) Visit PHS hospitals, health centers and clinics, and attend Service Unit staff meetings on a regular basis;

   (c) Maintain continuous contacts with Service Unit Director and keep him informed of the over-all impact and effectiveness of health programs;

   (d) Relate the expressed health needs of members of the community and communicate deficiencies in the delivery of health services to the Service Unit Director;

   (e) Distribute pamphlet information and teach people concerning the health hazards of alcoholism, cigarette smoking, improper eating habits, poor hygiene, etc;

   (f) Conduct courses in safety in the home, use of machinery, automotive vehicles, drug storage, etc;

   (g) Schedule physicians, nurses and health educators to make health education presentations at group meetings;

   (h) Instruct the community in proper sanitation and maintenance of the community buildings, facilities, and grounds.

(i) Organize communities and arrange for physicians and nurses to conduct immunization clinics;

(j) Make home visits and refer to appropriate health workers, people found to be suffering from illness;

(k) Transport people who do not have cars or other readily available transportation to clinics and hospitals; and

(l) Arrange for the police to transport accident or emergency patients.

3. Contractor's objectives and duties of the CHR's not included in Items 1 and 2 are attached hereto as Annex B, and made a part of this contract.

4. The Contractor shall prepare and submit to the Contracting Officer's Representative monthly progress reports covering the work accomplished during the period reported. The reports shall be in a narrative form and shall contain a brief description of overall progress including a record of daily activities of the Community Health Representative, including such items as number of visits made, environmental condition corrected, individuals transported, educational conferences held and number of attendees etc.

B. The Government will provide training to the designated Community Health Representative at the request of the Contractor, subject to the availability of funds appropriated therefore. Training may be conducted at the Indian Health Service Training Center, Tucson, Arizona, or other appropriate location as mutually agreed to.

ARTICLE II - PERIOD OF PERFORMANCE

Performance of this contract shall begin on 7-1-72 and shall not extend beyond the completion date of 6-30-73 unless the period is changed by amendment of the contract.

ARTICLE III - REVIEW AN PROVAL

Review and approval of work required by this contract shall be performed by the Contracting Officer or his duly authorized representative.

ARTICLE IV - CONTRACTING OFFICER'S REPRESENTATIVE

Service Unit, Director of the Pine Ridge Service Unit is designated the Contracting Officer's Representative for this contract. The Contracting Officer's Representative is responsible for the administration of the technical aspects of the contract. The Contracting Officer's Representative is not authorized to make any changes which affect the contract terms, conditions, or prices. The Contracting Officer is the only party authorized to amend or modify this contract.

ARTICLE V - CONSIDERATION AND PAYMENT

A. The total amount of this contract is $ 143,100.00 which shall be paid to the Contractor in installments of $ 11,925.00 per month, each installment representing the agreed upon fixed-price for satisfactory performance of work during the respective month.

In the event that work is not performed or completed within the period of this contract, the total amount of the contract shall be equitably reduced to reflect the diminution of the work performed.

ARTICLE VI - PRICE CERTIFICATION

The obligations of the Contractor under Executive Order 11640, January 26, 1972, are as follows:

Prior to the payment of invoices under this contract, the Contractor shall place on, or attach to, each invoice submitted the following information:

"I hereby certify that amounts invoiced herein do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with Executive Order 11640, January 26, 1972."

ARTICLE VII - ADVANCE PAYMENT

Advance payments will be made in accordance with the provisions of the "Advance Payment" clause, attached hereto as Annex A, and made a part of this contract.

ARTICLE VIII - SUBMISSION OF INVOICES AND PLACE OF PAYMENT

Once each month following the effective date of this contract, the Contractor may submit to the Government an invoice (original and two copies) for the work performed by the Contractor during that month, and setting forth the fixed price(s) in accordance with ARTICLE V. The invoice, together with three copies of the Monthly Progress Report required under ARTICLE I, shall be submitted to the Contracting Officer's Representative for certification of contract performance. The invoice will then be directed to the Contracting Officer to determine contract compliance prior to forwarding to the Paying Office shown on the face page of this contract for payment.

ARTICLE IX - NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES

The Contractor agrees to make no distinctions among patients under this contract on the basis of race, color, creed, or national origin. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a patient any service or benefit or availability of a facility; providing any service or benefit to a patient which is different, or is provided in a different manner or at a different time from that provided to other patients under this contract;

subjecting a patient to segregation or separate treatment in any matter related to his receipt of any service; restricing a patient in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a patient differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the patients to be serviced.

ARTICLE X - OPTION FOR RENEWAL OF CONTRACT

This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor within thirty (30) days before this contract is to expire. If the Government exercises this option for renewal, the Contractor shall continue to perform the services called for by this contract, and the rates set forth in ARTICLE V shall apply unless the parties otherwise agree. In addition, the contract as renewed shall be deemed to include this option provision, provided, however, that the total duration of this contract including the exercise of any options under this clause, shall not exceed three (3) years.

ARTICLE XI - RESPONSIBILITY FOR DAMAGE

The Contractor shall save harmless the Government and all its representatives from all suits, actions, and claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work under this Agreement or from any claim or amounts arising or recovered under the Workmen's Compensation laws or any other law, ordinances, orders or decrees. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work under this Agreement.

GENERAL PROVISIONS
(Negotiated Fixed-Price Contract
with Non-Profit Organization)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of Health, Education, and Welfare; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) The term "Department" means the Department of Health, Education, and Welfare.

(d) The term "constituent agency" means the agency of the Department responsible for the administration of this contract.

(e) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract.

2. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "DISPUTES" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. CONTRACT WORK HOURS STANDARDS ACT-OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor from any moneys payable on

NW 55293 DocId:32989685 Page 346

account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

4. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed $10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

5. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

6. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, ch. 60). Exemptions include contracts and subcontracts (i) not exceeding $10,000, (ii) not exceeding $100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order

HW 55293 DocId:32989685 Page 347

unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor.[1] The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. NOTICE TO THE GOVERNMENT OF DELAYS

Whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall within ten days give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) a "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the

[1] Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause.

NW 55293 DocId:32989685 Page 348

United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) which are for use outside the United States;

(ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954)

12. RIGHTS IN DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproduction, drawings or other graphical representatives, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

(b) Subject to the proviso of (c) below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all Subject Data delivered under this contract.

(c) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all Subject Data now or hereafter covered by copyright: Provided, That with respect to such Subject Data not originated in the performance of this contract but which is incorporated in the work furnished under this contract such license shall be only to the extent that the Contractor, its employees, or any individual or concern employed or assigned by the Contractor to originate and prepare such Data under this contract, now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(d) The Contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the Subject Data furnished under this contract, of all invasions of the right of privacy contained therein and of all portions of such Data copied from work not composed or produced in the performance of this contract and not licensed under this clause.

(e) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Subject Data delivered under this contract.

(f) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(g) The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate or ignore any such markings.

(h) The Contractor further agrees that he will not publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Project Officer designated in this contract.

13. REPORTING OF ROYALTIES

(a) The Contractor shall report in writing to the Contracting Officer as soon as practicable after execution of this contract whether or not any royalties in excess of $250 have been paid or are to be paid by the Contractor directly to any person or firm in connection with the performance of this contract. If royalties in excess of $250 have been paid or are to be paid to any person or firm, the report shall include the following items of information with respect to such royalties (including the initial $250):

(i) The name and address of each licensor to whom total royalties in excess of $250 have been paid or are to be paid.

(ii) The patent numbers, patent application serial numbers (with filing dates) or other identification for the basis of such royalties.

NW 55293 DocId:32989685 Page 349

(iii) The manner of computing the royalties consisting of (a) a brief identification of each royalty-bearing unit or process, (b) the total amount of royalties, and (c) the percentage rate or dollars and cents amount of royalties on each such unit or process; provided that if royalties cannot be computed in terms of units or dollars and cents value, then other data showing the manner in which the licensor computes the royalties.

14. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract).

15. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds $10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

16. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

17. UTILIZATION OF CONCERNS IN LABOR SURPLUS AREAS

The following clause is applicable if this contract exceeds $5,000. It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the Contractor in placing his subcontracts shall observe the following order of preference: (a) persistent labor surplus area concerns which are also small business concerns; (b) other persistent labor surplus area concerns; (c) substantial labor surplus area concerns which are also small business concerns; (d) other substantial labor surplus area concerns; and (e) small business concerns which are not labor surplus area concerns.

18. EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding $2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

19. INSPECTION

The Government, through any authorized representatives, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

20. PATENT RIGHTS

(a) Whenever any invention, improvement, or discovery (whether or not patentable) is

NW 55293 DocId:32989685 Page 350

made or conceived or for the first time actually or constructively reduced to practice, by the Contractor or its employees, in the course of, in connection with, or under the terms of this contract, the Contractor shall immediately give the Contracting Officer written notice thereof, and shall promptly thereafter furnish the Contracting Officer with complete information thereon; and the head of the constituent agency shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the head of the constituent agency on all these matters shall be accepted as final and the provisions of the Clause of this contract entitled "DISPUTES" shall not apply; and the Contractor agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.

(b) Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of this Clause from all persons who perform any part of the work under this Contract, except such clerical and manual labor personnel as will have no access to technical data.

(c) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will insert in each subcontract, having experimental, developmental, or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

21. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following (i) drawings, designs, or specifications, (ii) method of shipment or packing, (iii) place of inspection, delivery, or acceptance, and (iv) the amount of Government-furnished property. If any such change causes an increase or decrease in the cost of, or the time required for performance of, this contract, or otherwise affects any other provisions of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made (i) in the contract price or time of performance, or both, and (ii) in such provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

22. FEDERAL, STATE, AND LOCAL TAXES

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and--

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: Provided, That the Contractor if requested by the contracting officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain, a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonable be expected to be over $100.

NW 55293 DocId:32989685 Page 351

(d) As used in paragraph (c) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the direction of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

23. SUBCONTRACTING

The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining the prior written approval of the Contracting Officer and subject to such conditions and provisions as he may deem necessary, in his discretion, to protect the interests of the Government. provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Contractor of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this contract; provided, further, however, that the aforesaid right of Contractor to engage such services shall in no event be construed to permit the Contractor to subcontract with a third-party for the performance of any major function contemplated under this contract to be performed by the Contractor; and provided, further, however, that no provision of this clause and no such approval by the Contracting Officer of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Government in addition to the total contract price.

24. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

(a) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

(b) After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(c) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Any determination of costs under paragraph (c) shall be governed by the cost principles set forth in Subpart 1.15.3 of the Federal Procurement Regulations (41 CFR 1-15.3), as in effect on the date of this contract, except that if the Contractor is not an educational institution the determination shall be governed by Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15.2).

NW 55293 DocId:32989685 Page 352

(e) Subject to the provisions of paragraph (c) above, and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: Provided, however, That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

(f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand: Provided, That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

(g) The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:

(1) Completed or partially completed plans, drawings and information; and

(2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

(h) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

25. GOVERNMENT-FURNISHED PROPERTY

(a) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described elsewhere in this contract, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-Furnished Property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-Furnished Property suitable for use will be delivered to the Contractor at the times stated elsewhere in this contract or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-Furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the delay. In the event that Government-Furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of such property, or (2) effect repairs or modifications. Upon completion of (1) or (2) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision effected by the return, disposition, repair or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-Furnished Property or delivery of such

NW 55293 DocId:32989685 Page 353

(E) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(ii) The Contractor represents that it is not including in the price hereunder, and agrees that it will not hereafter include in any price to the Government, any charge or reserve for insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to the Government-Furnished Property, except to the extent that the risk of loss is imposed on the Contractor under (i)(C) above, or insurance has been required under (i)(D) above.

(iii) Upon the happening of loss or destruction of or damage to any Government-Furnished Property, the Contractor shall notify the Contracting Officer thereof and shall take all reasonable steps to protect the Government-Furnished Property from further damage, separate the damaged and undamaged Government-Furnished Property, put all the Government-Furnished Property in the best possible order, and furnish to the Contracting Officer a statement of:

(A) the lost, destroyed and damaged Government-Furnished Property;

(B) the time and origin of the loss, destruction or damage;

(C) all known interests in commingled property of which the Government-Furnished Property is a part; and

(D) the insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall be reimbursed for the expenditures made by it in performing its obligations under the subparagraph (iii), to the extent approved by the Contracting Officer and set forth in a supplemental agreement or amendment to this contract.

(iv) With the prior written approval of the Contracting Officer after loss or destruction of or damage to Government-Furnished Property, and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of Government-Furnished Property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

(v) Except to the extent of any loss or destruction of or damage to Government-Furnished Property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the Government-Furnished Property in accordance with the provisions of this Contract, the Government-Furnished Property (other than property permitted to be sold) shall be returned to the Government in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph (e) above.

(vi) In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the Government-Furnished Property, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(i) Upon completion or expiration of this contract, any Government property which has not been consumed in the performance of this contract or which has not been previously disposed of in accordance with the provisions of this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in paragraph (g) of the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the price or costs of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

NW 55293 DocId:32989685 Page 354

(j) If the Contracting Officer determines that the interests of the Government require removal of any Government-Furnished Property, or if the Contractor determines any Government-Furnished Property to be in excess of its need under this contract, such Government-Furnished Property shall be disposed of in the same manner as covered by paragraph (i) above. In the event that the Contracting Officer requires the removal of any Government-Furnished Property under this paragraph (j) or paragraph (i) above, upon timely written request of the Contractor, an equitable adjustment shall be made in the contract price to cover the direct cost to the Contractor of such removal and of any property damage occasioned thereby.

HW 55293 DocId:32989685 Page 355

MODIFICATIONS TO FORMS HEW-313 AND 314,

"GENERAL PROVISIONS"
(Negotiated Fixed-Price Contracts)

Clause 6, Equal Opportunity*, is hereby deleted in its entirety and the following substituted therefor:

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, "a notice to be provided by the agency Contracting Officer," advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened

*On or after October 14, 1968, the term "race, color, religion, sex, or national origin" is substituted for the term "race, creed, color, or national origin," as provided by Executive Order No. 11375, October 13, 1967 (32 F.R. 14303).

litigation with a subcontractor or vendor as a result of such direction by the contracting gency, the Contractor may request the United States to enter into such litigation to protect he interests of the United States.

(The preceding clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

Clause 17, Utilization of Concerns in Labor Surplus Areas, is deleted in its entirety and the following inserted in lieu thereof:

(This clause applies to all contracts in excess of $5,000 except: contracts for services which are personal in nature; and contracts for construction).

(a) It is the policy of the Government to award contracts to labor surplus concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment in or persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

Clause 18, Examination of Records by the Comptroller General, is deleted in its entirety and the following inserted in lieu thereof:

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41) CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

Clause 21, Changes, is deleted in its entirety and the following inserted in lieu thereof:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". [illegible]ever, nothing in this clause shall excuse the Contractor from proceeding with the contract a[illegible] changed.

Add the following paragraph to Clause 24, Default:

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

ADVANCE PAYMENT

(a) Amount of Advance. At the request of the Contractor, and subject to the conditions hereinafter set forth, the Government shall make an advance payment, or advance payments from time to time, to the Contractor. No advance payment shall be made (1) without the approval of the office administering advance payments (hereinafter called the "Administering Office" and designated in paragraph (i)(4) hereof) as to the financial necessity therefor; (2) in an amount which together with all advance payments theretofore made, shall exceed the amount stated in paragraph (i)(1) hereof; and (3) without a properly certified invoice or invoices.

(b) Special Bank Account. Until all advance payments made hereunder, and interest charges, are liquidated and the Administering Office approves in writing the release of any funds due and payable to the Contractor, all advance payments and all other payments under the contract shall be made by check payable to the Contractor and be marked for deposit only in a Special Bank Account with the bank designated in paragraph (i)(2) hereof. No part of the funds in the Special Bank Account shall be mingled with other funds of the Contractor prior to withdrawal thereof from the Special Bank Account as hereinafter provided. Except as hereinafter provided, each withdrawal shall be made only by check of the Contractor countersigned on behalf of the Government by the Contracting Officer or such other person or persons as he may designate in writing (hereinafter called the "Countersigning Agent"). Until otherwise determined by the Administering Officer, countersignature on behalf of the Government will not be required.

(c) Use of Funds. The funds in the Special Bank Account may be withdrawn by the Contractor solely for the purpose of making payments for direct materials, direct labor, and administrative and overhead expenses required for the purpose of this contract (including, without limitation payments incident to termination for the convenience of the Government) and properly allocable thereto in accordance with generally accepted accounting principles (subject to any applicable provision of contract cost principles and procedures in FPR Part 1-15 or other agency cost principles and procedures which are made part of this contract), or for the purposes of reimbursing the Contractor for such payments, and for such other purposes as the Administering Office may approve in writing. Any interpretation required as to the proper use of funds shall be made in writing by the Administering Office.

(d) Return of Funds. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever so requested in writing by the Administering Office, the Contractor shall repay to the Government such part of the unliquidated balance of advance payments as shall in the opinion of the Administering Office be in excess of current requirements, or (when added to total advances previously made and liquidated) in excess of the amount specified in paragraph (i)(1) hereof. In the event the Contractor fails to repay such part of the unliquidated balance of advance payments when so requested by the Administering Office, all of any part thereof may be withdrawn from the Special Bank Account by

NW 55293 DocId:32989685 Page 359

checks payable to the Treasurer of the United States signed solely by the Countersigning Agent and applied in reduction of advance payments then outstanding hereunder.

(e) Liquidation. If not otherwise liquidated, the advance payments made hereunder and interest charges, if any, shall be liquidated as herein provided. When the sum of all payments under this contract, other than advance payments, plus the unliquidated amount of advance payments and interest charges are equal to (100percent) of the stated contract price of $ 143,100 , or such lesser amount of which the contract price may have been reduced, plus (1) increases, if any (not resulting from any provisions for price redetermination or escalation), in the above stated contract price not exceeding, in the aggregate $ ----- (insert here not more than 10 percent of stated contract price above), and (2) all increases in contract price resulting from any provision for price redetermination or escalation, the Government shall thereafter withhold further payments to the Contractor and apply the amounts withheld against the Contractor's obligation to repay such advance payments and interest charges until such advance payments and interest charges shall have been fully liquidated. If, upon completion or termination of the contract, all advance payments and interest charges have not been fully liquidated the balances thereof shall be deducted from any sums otherwise due or which may become due to the Contractor from the Government and any deficiency shall be paid by the Contractor to the Government upon demand.

(f) Bank Agreement. Before an advance payment is made hereunder, the Contractor shall transmit to the Administering Office, in the form prescribed by such office, an Agreement in triplicate from the bank in which the Special Bank Account is established, clearly setting forth the special character of the account and the responsibilities of the bank thereunder. Wherever possible, such bank shall be a member bank of the Federal Reserve System, or an "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (Act of August 23, 1935, 49 Stat. 684, as amended; 12 U.S.C. 264).

(g) Lien on Special Bank Account. The Government shall have a lien upon any balance in the Special Bank Account paramount to all other liens, which lien shall secure the repayment of any advance payments made hereunder together with interest charges thereon.

(h) Prohibition against Assignment. Notwithstanding any other provision of this contract, the Contractor shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company, or other financing institution.

(i) Designations and Determinations.

(1) Amount. The amount of advance payments at any time outstanding hereunder shall not exceed $ 11,925.00.

(2) Depository. The bank designated for the deposit of payments made hereunder shall be

(3) Interest Charge. No interest shall be charged for advance payments made hereunder. The Contractor shall charge interest at the rate of .08 percent per annum on subadvances or downpayments to subcontractors, and such interest will be credited to the account of the Government. However, interest need not be charged on subadvances on nonprofit subcontracts with nonprofit educational or research institutions for experimental, research, or development work.

(4) Administering Office. The office administering advance payments is designated as:

Financial Management Branch
Aberdeen Area Indian Health Service
Citizens Building
Aberdeen, South Dakota 57401

(j) Other Security. The terms of this contract shall be considered adequate security for advance payments hereunder, except that if at any time the Administering Office deems the security furnished by the Contractor to be inadequate, the Contractor shall furnish such additional security as may be satisfactory to the Administering Office, to the extent that such additional security is available.

NW 55293 DocId:32989685 Page 361

III. SPECIFIC PLANS OF ACTION TO REACH OBJECTIVES

A. ENVIRONMENTAL HEALTH

1. Rabies

a. CHRs will assist the PHS Sanitarian with nine (9) rabies clinics per year.

1.) Make community aware of clinic date, time, location, cost, etc.
2.) Arrangements for CHA to give shots.
3.) Register animals.
4.) Prepare tags.
5.) Collect money.
6.) Maintain files and records of all animals.
7.) Put sick or dangerous animals to sleep after proper length of observation period.

2. Water Sanitation

a. CHR Sanitarian will collect bacteriological water samples as referred or requested.

b. Cooperate with sanitarian to have unsafe water supplies fixed or adequately marked as such.

3. Conduct clean-up campaigns each year.

a. Advertise campaign clean-up.
b. Arrange for transportation of garbage and refuse to be taken to dump grounds.
c. Work on obtaining complete landfill operation without burning to avoid unnecessary air pollution.
d. Arrange to have twenty-five (25) car bodies removed or destroyed from each district each year.

4. Housing and Water Supply Surveys

a. CHRs will conduct surveys of housing and water supply needs and develop a list.

b. List will be ranked according to need.

c. List will be presented to the Tribal Council as a recommendation.

d. Help the Council and Tribal Housing Authority to decide who should get houses, wells, etc, with priority based on need.

B. OTITIS MEDIA

1. Assist field health staff in testing hearing.

2. Complete hearing tests in eight (8) schools and maintain proper records.

3. Refer children with possible problems to the appropriate resource.

C. PHARMACY

1. Pick up refills and take to people as requested.

2. Interpret instruction on medication for the elderly or any who do not understand the instructions.

D. DENTAL HEALTH

1. CHRs will transport patients to dental clinics.

2. CHRs will screen family to identify people who are in need of dental care and see that they are seen by the dentist.

3. Seek out funds from any available source for dentures for low income people.

E. SOCIAL SERVICES AND MENTAL HEALTH

1. CHRs will refer people to social services and/or mental health.

2. CHRs will provide information to social workers to help them to understand the peoples' needs.

3. When necessary, act as an interpretor.

F. PROJECT RECOVERY (Alcoholism Program)

1. Referrals.

2. CHRs will provide information to PR personnel to aid them in understanding the people by taking them on home visits and/or to community activities.

G. NUTRITION

1. CHRs will administer the Supplemental Food Program by:

   a. Explaining food values,

   b. Giving advice on how to use commodity foods,

   c. Distributing recipes -- test and then distribute to people,

   d. Helping with distribution of surplus commodities, and

   e. Helping at commodity warehouse and/or delivering foods.

   f. Also, by stressing the importance of prenatal care, post partum care, and preventive care and formula preparation.

2. Give aid to diabetics with their diet, that is,

   a. How to follow their diet.

   b. Make sure of followup on diabetics and their diets.

   c. Explain the importance of proper diet.

   d. Impress upon them the importance of attending diabetic clinic.

   e. Transport patients.

H. T.B. CONTROL

1. List of people on anti-TB medication will be provided to CHR Directory by the Public Health Service.

2. CHRs will encourage patients to have a regular checkup and to pick up medication. If refill is needed, CHRs will provide services.

3. CHRs will assist in skin testing and will read PPD tests and report to IHS Public Health nurse and medical records.

I. MATERNAL CHILD HEALTH

1. CHRs will work in MCH clinic when needed.

2. CHR will assist PHN with WCC in their respective areas with weighing patient, taking blood pressure, temperatures, urine urine specimens, and in keeping adequate records.

3. CHRs will transport patients and assist in pap smear clinics, i.e., assist physicians, fill out necessary forms, etc.

J. EYE SCREENING AT SCHOOLS

1. CHRs will assist in mass eye screening for the reservation.

2. Charting.

3. Refer eye problem to IHS staff.

K. PHYSICALS AT SCHOOLS OR IN COMMUNITIES

1. Assist in getting children from school to clinic.

2. Take urine specimens.

3. B/P - temperature - respiration - weight - height - exercises, etc.

4. In various communities the CHR assists the physician in giving physicals to the reservation fire fighters and keeping records of such.

L. EMERGENCY FIRST AID

1. Demonstrate emergency first aid to eight (8) districts twice a year.

   a. At schools.

   b. To adults on various programs.

2. Provide emergency first aid to:

   a. Accident victims (auto and other).

   b. Poisoning.

   c. OB's.

   d. Burn victims.

   e. Assist ambulance driver with emergency patients who have to be transported to PHS Hospital.

M. TRAINING

1. Utilize our Lakota Higher Education Center to our advantage.

   a. That is, to continue to take a minimum of two courses per semester that are relative to our health program to increase our effectiveness in meeting the health needs of our Oglala Sioux. However, in order to accomplish this, we will require additional funding for tuition, books, and mileage.

2. Continuation of CHR training at Tucson, Arizona.

   a. (20) of our CHRs will need to attend at least two

NW 55293 DocId:32989685 Page 65

5. ANNEX B, "OBJECTIVES AND DUTIES"

OBJECTIVES:

1. To reduce disease and sickness in the community by extending the general and environmental health services currently available.

2. To foster and promote full and equitable utilization of all resources.

3. To aid in the implementation of health programs which assure achievement through self-help activities conducted by the local people to the ultimate realization of assumption of further responsibilities in meeting their health needs.

4. To assist the Indian Health Service, U.S. DHEW, in raising the health level of our Indian people to the highest possible level through all phases of the Indian Health Program, curative, preventive, and rehabilitative.

5. To continue to develop additional tools for measurement evaluation, and application, together with the institution of continuing appraisal of health status to insure efficient application of effort in those areas that will have the greatest impact on achieving the program's goals.

6. To develop a more active communication process between the Indian and the health professional.

DUTIES:

1. Environmental Health

   a. Collect water samples

   b. Work in clean-up campaigns

   c. Assist in Rabies clinics

   d. Arrange to destroy car bodies

   e. Do survey to determine housing and water needs

2. Nutrition

   a. Help conduct workshops

   b. Assist in followup of diabetic patients

3. Pharmacy

   a. Take refills to patients

   b. Interpret instructions for use

Continued - Duties

4. T.B. Control

   a. Provide INH to patients following list prepared by PHS Hospital

   b. Assist in skin testing

   c. Read skin tests

5. Transportation

   a. Arrange for or provide transportation in emergency cases or others when none is available and there is a health justification

6. Maternal and Child Health

   a. Work in well-baby clinics

   b. Assist in pap smear clinics

   c. Assist in pre-natal clinics

7. Eye Program

   a. Assist in screening clinics

   b. Refer problems to IHS

8. Emergency First Aid

   a. Put on classes

   b. Provide emergency first aid

9. Dental Health

   a. Screen families and refer

   b. Transportation of children to clinic

10. Otitis Media

    a. Assist in testing and reading

11. Health Education

    a. Provide health education in all matters as required

12. Work with IHS Staff to assure highest quality of medical care for members of community.

"Proposal"

May 10, 1972

AO-OSS

CHR Program Proposal - Pine Ridge

Chief, Contracting Section, AS
Aberdeen Area Indian Health Service

Enclosed is a copy of the revised Community Health Representative proposal for Pine Ridge. It is hoped this will provide the necessary information for preparation of the fiscal year 1973 contract. If you need further information, please get in touch.

James F. Lawler
Chief, Office of Special Services

SURNAME	DATE

May 10, 1972

AO-OSS

CHR Program Proposal

Service Unit Director, Pine Ridge

Enclosed is a copy of the Pine Ridge revised Community Health Representative Program Proposal. It would be appreciated if you could review it and submit any comments you might have. Thanks.

James F. Lawler
Chief, Office of Special Services

SURNAME	DATE

May 10, 1972

Mr. Dick Wilson, Chairman
Oglala Sioux Tribe
Pine Ridge, South Dakota 57770

Dear Mr. Wilson:

Thank you for the revised Community Health Representative proposal for fiscal year 1973. It has been forwarded to our Contracting Section for preparation of the renewal contract.

We appreciate your continued efforts to improve this program.

Sincerely,

James F. Lawler
Chief, Office of Special Services

cc: CHR Coordinator
SUD, Pine Ridge

SURNAME	DATE

RESOLUTION NO. 72-20

RESOLUTION OF THE OGLALA SIOUX TRIBAL COUNCIL
OF THE OGLALA SIOUX TRIBE
(An Unincorporated Tribe)

RESOLUTION FOR A COMMUNITY HEALTH REPRESENTATIVE PROGRAM WITHIN THE OGLALA SIOUX TRIBE.

WHEREAS, the Office of Economic Development has withdrawn funding support for the Community Health Aide Program as of September 30, 1971; and

WHEREAS, the Tribal Council recognizes the pressing need for improving the health environmental standards of the Reservation; and

WHEREAS, the Community Health Representative proposal expresses the desires and intent of the Tribe, and

WHEREAS, the Tribe is without resources to finance a Community Health Representative Program; now

THEREFORE, BE IT RESOLVED that the Community Health Representative proposal be submitted to the Indian Health Service, and

BE IT FURTHER RESOLVED that the Tribe enter into a contract with the Indian Health Service for the purpose of the Indian Health Service funding and the Tribe administering a Community Health Representative Program within the Oglala Sioux Tribe.

C E R T I F I C A T I O N

I, the undersigned as Secretary of the Oglala Sioux Tribal Council, hereby certify that the foregoing resolution was adopted by the unanimous vote of the 17 members present at the Regular session held on the 28 day of April, 1972.

Lloyd W. Eaglebull, Secretary
Oglala Sioux Tribe

ATTEST:

Dick Wilson, President
Oglala Sioux Tribe

COMMUNITY HEALTH REPRESENTATIVE PROGRAM PROPOSAL

TRIBE : Oglala Sioux Tribe
Pine Ridge Indian Reservation

ADDRESS : Post Office Box No. 379
Pine Ridge, South Dakota 57770

DATE SUBMITTED : April 1, 1972

I. BROAD OBJECTIVES AND ACHIEVEMENT TO BE ACCOMPLISHED:

A. To reduce disease and sickness in the community by extending the general and environmental health services currently available.

B. To foster and promote full and equitable utilization of all resources.

C. To aid in the implementation of health programs which assure achievement through self-help activities conducted by the local people to the ultimate realization of assumption of further responsibilities in meeting their health needs.

D. To assist the Indian Health Service, U.S. DHEW, in raising the health level of our Indian people to the highest possible level through all phases of the Indian Health Program, curative, preventive, and rehabilitative.

E. To continue to develop additional tools for measurement evaluation, and application, together with the institution of continuing appraisal of health status to insure efficient application of effort in those areas that will have the greatest impact on achieving the program's goals.

F. To develop a more active communication process between the Indian and the health professional.

II. PLANS OF ACTION TO REACH OBJECTIVES:

A. COMMUNICATIONS:

1. Develops a method of open exchange of information with community residents, this would be accomplished by visits to the homes, where the CHR will bring to the people any information pertinent to their health, in this same manner the CHR will return information to the IHS Staff, as to the needs of the people. At least one home visit to the homes of the elderly and invalid each month. A home visit each quarter, to those homes needing health surveillance and help.

2. Works with the Oglala Sioux Tribal Health Board in promoting health and awareness to health. This will be accomplished by presenting to the Tribal Health Board the problems of the community, who will in turn offer assistance in the correction of these problems.

3. Utilization of a reporting method of informing Tribal organizations of program operation. This is accomplished by presentation of a monthly narrative to PHS personnel, Oglala Sioux Tribal Health Board, and to the Oglala Sioux Tribal Executive Committee on our problems and progress so that they also will be able to help with the planning of resolving the problems and continuing our progress.

4. Develop and maintain regular contacts with agencies for exchange of information. To achieve this members of the CHR group will be named active members of the various committees on the reservation. Among these are the juvenile commission, the welfare committee, Tribal Health Board, animal control, and the Cohen Home Board for the elderly, etc.

5. Utilize efficient communication methods such as the PHS newsletter, radio and television, telephone, and group meetings. We also have access to the Oglala Nation News, a weekly publication on the reservation.

B. HEALTH CARE INSTRUCTIONS:

1. Identify areas of need of groups, individuals, families to whom instruction in health care should be directed. When an area of health care need is found the CHR , if unable to offer a solution, will report to her supervisor who together will contact proper channels or resources.

2. Educating and advising communities and individuals on non-professional aspects of all phases of health programs. By identifying problems in a particular district, she will plan a program of education with professional assistance. Example: If the problem is unsanitary living conditions, together with the Reservation Sanitarian and/or Home Extension worker, the CHR will either give individual home or group demonstrations. Each district will sponsor one or more of these events each years.

3. Interpreting to the families the environmental conditions that need attention for improving health and participating in the planning. This will include an annual clean-up campaign, allowing the members of the community to assist in the planning.

4. Motivate individuals, family units, and groups to accept and actively participate in programs offering instruction in health care. To accomplish this, publication and announcement of coming events, telephone calls to urge attendance and individual home contacts are necessary to stimulate interest in attendance.

5. Participate with extension agents, health educators, and public health nurses, etc., for the instruction of individuals and groups in home nursing, nutrition, home management, sanitation, and mother-child health care. This will be done by having community meetings, workshops, and/or home demonstrations in those areas needing attention.

C. INCREASE EFFECTIVENESS:

1. Assisting families in doing things for themselves to improve and maintain their health. To accomplish this the CHR will have to give home demonstrations and encourage the people to follow the instructions they have been given.

2. Making people aware of their health conditions and the availability of health services. To accomplish this the CHR will have to recognize those people who are in need of help and know what services are available. It will also involve bringing the people to the facility and conferring with those providing the service.

3. Referring to professional health personnel and followup on referrals by health personnel to the families. CHRs will take action to see that people needing health care are referred to proper resources. They will also followup on all patients needing care as referred by the physicians and other professional staff.

4. Arrange for transportation of individuals to health resources, i.e., elderly and those in immediate need. Transportation will not be provided to those having their own transportation. This service will be limited to emergency cases and others having no means of getting to the health resource.

5. Assist in special health clinics when the need arises due to the shortage of personnel and the need for assistance. (See specific objectives plans of action under Item III below.)

D. RESOURCES INFORMATION:

1. Keep informed of current developments and changes in administrative personnel and services.

2. Interpret existing programs, continually to the people.

3. Coordinate activities of service agencies at the community level.

4. Assist individuals in making necessary applications for services.

5. Compile listing of available resources.

6. Assist in conducting surveys relating to the health needs of the Oglala Sioux Reservation.

E. NEW PROGRAMS:

1. Assist in health education for acceptance of programs by the communities/districts.

2. Serve in orientation of professional health personnel to Indian community.

3. Provide agencies with voiced requests for services and unmet needs as seen by community residents.

4. Assist in actual implementation of new programs; such as, accident prevention, alcoholism programs, etc.

5. Collect data and make recommendations to the Oglala Sioux Tribal Council concerning health programs that need to be initiated.

III. SPECIFIC PLANS OF ACTION TO REACH OBJECTIVES

A. ENVIRONMENTAL HEALTH

1. Rabies

a. CHRs will assist the PHS Sanitarian with nine (9) rabies clinics per year.

1.) Make community aware of clinic date, time, location, cost, etc.
2.) Arrangements for CHA to give shots.
3.) Register animals.
4.) Prepare tags.
5.) Collect money.
6.) Maintain files and records of all animals.
7.) Put sick or dangerous animals to sleep after proper length of observation period.

2. Water Sanitation

a. CHR Sanitarian will collect bacteriological water samples as referred or requested.

b. Cooperate with sanitarian to have unsafe water supplies fixed or adequately marked as such.

3. Conduct clean-up campaigns each year.

a. Advertise campaign clean-up.
b. Arrange for transportation of garbage and refuse to be taken to dump grounds.
c. Work on obtaining complete landfill operation without burning to avoid unnecessary air pollution.
d. Arrange to have twenty-five (25) car bodies removed or destroyed from each district each year.

4. Housing and Water Supply Surveys

NW 55293 DocId:32989608 Page 375

a. CHRs will conduct surveys of housing and water supply

b. List will be ranked according to need.

c. List will be presented to the Tribal Council as a recommendation.

d. Help the Council and Tribal Housing Authority to decide who should get houses, wells, etc, with priority based on need.

B. OTITIS MEDIA

1. Assist field health staff in testing hearing.

2. Complete hearing tests in eight (8) schools and maintain proper records.

3. Refer children with possible problems to the appropriate resource.

C. PHARMACY

1. Pick up refills and take to people as requested.

2. Interpret instruction on medication for the elderly or any who do not understand the instructions.

D. DENTAL HEALTH

1. CHRs will transport patients to dental clinics.

2. CHRs will screen family to identify people who are in need of dental care and see that they are seen by the dentist.

3. Seek out funds from any available source for dentures for low income people.

E. SOCIAL SERVICES AND MENTAL HEALTH

1. CHRs will refer people to social services and/or mental health.

2. CHRs will provide information to social workers to help them to understand the peoples' needs.

3. When necessary, act as an interpretor.

F. PROJECT RECOVERY (Alcoholism Program)

1. Referrals.

2. CHRs will provide information to PR personnel to aid them in understanding the people by taking them on home visits and/or to community activities.

G. NUTRITION

1. CHRs will administer the Supplemental Food Program by:

   a. Explaining food values,

   b. Giving advice on how to use commodity foods,

   c. Distributing recipes -- test and then distribute to people,

   d. Helping with distribution of surplus commodities, and

   e. Helping at commodity warehouse and/or delivering foods.

   f. Also, by stressing the importance of prenatal care, post partum care, and preventive care and formula preparation.

2. Give aid to diabetics with their diet, that is,

   a. How to follow their diet.

   b. Make sure of followup on diabetics and their diets.

   c. Explain the importance of proper diet.

   d. Impress upon them the importance of attending diabetic clinic.

   e. Transport patients.

H. T.B. CONTROL

1. List of people on anti-TB medication will be provided to CHR Directory by the Public Health Service.

2. CHRs will encourage patients to have a regular checkup and to pick up medication. If refill is needed, CHRs will provide services.

3. CHRs will assist in skin testing and will read PPD tests and report to IHS Public Health nurse and medical records.

I. MATERNAL CHILD HEALTH

1. CHRs will work in MCH clinic when needed.

2. CHR will assist PHN with WCC in their respective areas with weighing patient, taking blood pressure, temperatures, urine urine specimens, and in keeping adequate records.

3. CHRs will transport patients and assist in pap smear clinics, i.e., assist physicians, fill out necessary forms, etc.

J. EYE SCREENING AT SCHOOLS

1. CHRs will assist in mass eye screening for the reservation.

2. Charting.

3. Refer eye problem to IHS staff.

K. PHYSICALS AT SCHOOLS OR IN COMMUNITIES

1. Assist in getting children from school to clinic.

2. Take urine specimens.

3. B/P - temperature - respiration - weight - height - exercises, etc.

4. In various communities the CHR assists the physician in giving physicals to the reservation fire fighters and keeping records of such.

L. EMERGENCY FIRST AID

1. Demonstrate emergency first aid to eight (8) districts twice a year.

   a. At schools.

   b. To adults on various programs.

2. Provide emergency first aid to:

   a. Accident victims (auto and other).

   b. Poisoning.

   c. OB's.

   d. Burn victims.

   e. Assist ambulance driver with emergency patients who have to be transported to PHS Hospital.

M. TRAINING

1. Utilize our Lakota Higher Education Center to our advantage.

   a. That is, to continue to take a minimum of two courses per semester that are relative to our health program to increase our effectiveness in meeting the health needs of our Oglala Sioux. However, in order to accomplish this, we will require additional funding for tuition, books, and mileage.

2. Continuation of CHR training at Tucson, Arizona.

   a. Ten (10) of our CHRs will need to attend at least two sessions in the comming year..

IV. EVALUATION

A. The Community Health Representative will keep a daily record of all activities including such things as the number of visits made and environmental conditions corrected, individuals transported and results of rabies and cleanup campaigns.

B. A written report will be developed and submitted monthly by the Community Health Coordinator to the Tribal Council, Service Unit Director, and the Tribal Health Committee.

C. There will be monthly meetings of the Community Health Representatives, Service Unit Community Health Representative Coordinator, and the Tribal Coordinator. The Service Unit Community Health Representative Coordinator will make and keep detailed reports of these meetings. Copies of these reports will be given to the Service Unit Director and Tribal Coordinator. Quarterly meetings with the Tribal Council regardin the program will also be held.

D. Evaluation of the CHR program will be conducted by the Tribe with the assistance of such professional/non-professionals as they may see fit.

E. The whole area of evaluation will function around a usable and workable program plan drawn up a year in advance. This would entail the using of plans for the action and execution of manpower in attaining the programs' objectives.

F. Using the above criteria, the following kinds of measurement will be implemented:

1. Quantity or amount (of limited value) such as:

   a. Number of persons reached.

   b. Number of posters, pamphlets, home visits, etc.

2. Quality of the program as judged by experts or by the peoples' reaction to the program through:

   a. The appraisal of experts/or health professionals.

   b. Public opinion poll.

   c. Request for literature.

   d. Visiting IHS CHR Coordinator study, i.e., area or headquarters.

3. Changes in knowledge as shown by:

   a. Public opinion poll.

   b. Objective tests at school or at exhibits or in connection with adult education courses.

4. Changes in attitude as reflected in:

   a. Public support for projects.

   b. Increase in health services.

   c. Increase interest in health agencies.

   d. Increased cooperation with Indian Health Service and requests for leadership, training, and conferences.

   e. Reduced opposition to the Public Health program on the part of special groups or individuals, or the public at large.

   f. Legislative attitude, appropriations or attitude of administrative boards.

5. Changes in behavior such as:

   a. Increase in visits to clinics.

   b. Increase in number of children having necessary dental work completed.

   c. Increase in percentage of tuberculosis or cancer cases reported in early stages.

   d. Increase in the percentage of children immunized.

   e. Increase in the sale of milk, vegetables, or other good food.

   f. Increase in the number of expectant mothers consulting physicians early in pregnancy.

   g. Increase in the percentage of babies under medical supervision.

   h. Increase in the percentage of parents attending the school health examinations of their children.

   i. Installation of sanitary facilities.

   j. Increase in the number of tuberculin tests and physical examinations of contacts per known case of tuberculosis.

   k. Increase in the circulation of health literature.

   l. Increase in the number of mothers who nurse their babies.

   m. Increase in the percentage of physical defects corrected.

6. Changes in health status (recognizing that health education has not been the only factor) as shown in:

   a. Child growth.

   b. Morbidity as shown by sickness survey.

   c. Number of remaining physical defects.

   d. Number of children with specific types of defective nutrition as determined by modern nutritional tests.

   e. Reduced accident rates.

V. MANAGEMENT:

A. The Oglala Sioux Tribal Council will establish the following to carry out the administration of the program.

   1. The CHR Director will be the agent responsible for administering the program.

   2. A bookkeeper-auditor-secretary will be employed and bonded to maintain records, cash checks, make salary payments and pay all other bills. The salary and expenses for this person will be borne from administrative overhead.

   3. A special bank account will be established at the First National Bank in Gordon, Nebraska, and payment for services will be deposited therin. Expenses for the program will be made against that account.

   4. The Council will provide time for the CHR Director to report monthly activities.

   5. The CHR Director will prepare and sign the invoice to be attached to the signed narrative report and submit both to the council and the Health Board.

   6. The Tribal Chairman or his designated representative will sign both the invoice and the narrative report. The CHR Director will then forward both to the Service Unit Director for his report and signature.

B. PERSONNEL BENEFITS:

   1. Sick and Annual leave.

      a. Both accumulated at the rate of 4 to 6 hours per pay period each.

      b. No lump sum payment will be made if employee terminates.

2. Family Deaths.

   a. CAP Personnel policy will be followed.

3. Accumulated sick and annual leave under the CHA program will be carried over into the CHR program.

SELECTION OF COMMUNITY HEALTH REPRESENTATIVE PROGRAM

Personnel for the CHR Program will be selected through the Tribal personnel selection system.

1. Every consideration shall be given to selecting individuals for the program who are the best qualified and can provide the highest quality of service. The attainment of high level of education may be important to performance in certain positions. However, formal educational qualifications, unless required by State or local law, shall not be amde a requirement for employment or advancement in either progessional or non-professional capacities if a candidate has the ability to perform the duties of the position.

2. Personnel to be employed will be judged on how well they meet the requirements for the position; their ability to perform their duties with competence and integrity; must be capable and responsible, of good character and reputation, and are sympathetic with the objectives of the Community Health Representative Program.

3. Personnel to be employed may not be members or supervise organizations whose objectives include the overthrow of the government of the United States by force or violwnce.

4. In the case of professional, fiscal, and managerial personnel, recent conviction of a serious crime shall be considered strong evidence of lack of fitness for the job. In the case of other positions, including clerical and non-professional jobs, criminal records by themselves shall not constitute a basis for disqualification for employment.

   Before any person convicted of a felony can be employed, the CHR governing body shall conduct an investigation in accordance with fair standards and procedures and, it finds that the prior conviction does not disqualify the person for the proposed position, the indifidual may be employed.

5. Notice of all CHR openings for employment will be advertised in this manner;

   A. Notices of all positions to be filled will be posted at least 10 days.

   B. Deadline for applications will appear on each notice.

   C. Qualifications necessary for each position will be listed.

   D. Notices for non-professional will be posted with South Dakota State Employment Service or other appropriate agency.

   E. All advertising of positions will be announced through the Tribal Selection System.

DISCHARGE OF CHR PERSONNEL

Appropriate records on all personnel actions will be kept. The following is a list of causes that will permit discharges of CHR personnel.

1. Repeated absence form work without good cause.

2. Repeated lateness on reporting for work, and failure to remain on the job the required number of hours.

3. Failure to perform the job up to standards and in an acceptable manner.

FOURTEEN (14) COMMUNITY HEALTH REPRESENTATIVES:

These positions function under the administration and supervision of the Tribal Government. The Community Health Representatives will serve the Oglala Sioux Tribal Reservation in the capacity of a full-time position.

SALARY:

The basic salary per representative will be $5,200 per year.

TRAINING:

The first four (4) weeks of training will be formal and conducted at the Indian Health Service Training Center, Tuscon, Arizona, by Indian Health Service personnel. Follwoing the formal training a routine on-going session will be carried on weekly on a local level using IHS and other professionals for instruction.

QUALIFICATIONS:

1. Be a mature adult (male or female).

2. Knowledgeable of the Oglala Sioux Tribal Reservation and its residents.

3. Pass a physical examination.

4. Possess good moral character.

5. Demonstrate ability to work with people and agencies.

6. Be available for full-time employment and able to follow an irregular schedule.

7. Possess or obtain a State Dirver's license.

8. Posses automobile covered by current liability insurance.

9. Be able to keep dialy and monthly records of activities for evaluation purposes.

10. Will function according to staffing pattern.

11. Willing and able to attend 4-week training at Tucson, Arizona. Exception will be made for those in program 6 months prior to conversion to the CHR Program.

DUTIES:

1. Environmental Health

   a. Collect water samples.

   b. Work in clean-up campaigns.

   c. Assist in Rabies Clinics.

   d. Arrange to destroy car bodies.

   e. Do survey to determine housing and water needs.

2. Nutrition

   a. Help conduct workshops.

   b. Assist in followup of diabetic patients.

3. Pharmacy

   a. Take refills to patients.

   b. Interpret instructions for use.

4. T.B. Control

   a. Provide INH to patients following list prepared by PHS Hospital.

   b. Assist in skin testing.

   c. Read skin tests.

5. Transportation.

   a. Arrange for or provide transportation in emergency cases or others when none is available and there is a health justification.

6. Maternal and Child Health

   a. Work in Well-Baby clinics

   b. Assist in Pap Smear Clinics.

   c. Assist in Pre-natal Clinics.

7. Eye Program

   a. Assist in screening clinics.

   b. Refer problems to IHS

8. Emergency First Aid.

   a. Put on classes.

   b. Provide emergency first aid.

9. Dental Health.

   a. Screen families and refer.

   b. Transportation of children to clinic.

10. Otitis Media.

   a. Assist in testing and reading.

11. Health Education.

   a. Provide health education in all matters as required.

12. Work with IHS Staff to assure highest quality of medical care for members of community.

CHR PROJECT DIRECTOR

This position will function under the administration and supervision of the Tribal Council.. The CHR Project Director will serve the Oglala Sioux Tribal Reservation in the capacity of a full-time position.

SALARY:

The basic salary of the CHR Project Director will be $9,000.00 per year.

TRAINING:

The first four (4) weeks of training will be formal and conducted at the Indian Health Service Training Center, Tucson, Arizona, by Indian Health Service personnel.

The CHR Project Director will participate in a short-lesson training program and workshops, i.e., Lakota Tb and Health.

QUALIFICATIONS:

1. Be a Registered Public Health Nurse, or:
2. Be a CHR and demonstrate a stron desire for public health nursing.
3. Have satisfactory experience in administration and personnel management.
4. Knowledgealbe of the Oglala Sioux Tribal Reservation and its residents.
5. Pass a physical examination.
6. Possess good moral character.
7. Denonstrate ability to work with people and agencies.
8. Possess or obtain State drivers permit.
9. Possess automobile covered by current liability insurance.
10. Must be bonded.

DUTIES:

1. Responsible for overall direction of CHR program.
2. Must supervise NCHP's.
3. Makes plans for program activities.
4. Prepares and makes report to health committees and Tribal Council.
5. Manages funds for program.

6. Assures that all financial and personnel records are kept.

7. Arranges training for CHR's.

8. Coordinates CHR's routine activities.

ANNUAL BUDGET

I.	**SALARIES & BENEFITS:**	
	A. 14 CHR's @ $5,200/yr.	$72,800.00
	1 Coordinator @ $9,000/yr.	$ 9,000.00
		$81,800.00
	B. 10 % Fringe Benefits:	$ 8,180.00
	TOTAL SALARY:	$89,980.00
II.	**TRAVEL & PER DIEM:**	
	A. Reservation Travel; 1,000 mi/mo x 12¢/mi x 12 mo/yr x 15 CHR's.	$21,600.00
	B. Travel to Professional Meetings; Lakota TB and Health; $ mtgs/yr x 3 cars x 1000mi/mtg x 12 ¢.	$ 1,440.00
	7 State Indian Health Association: 4 cars x 2 mtg/yr x 1000 mi/mtg x 12¢	$ 960.00
		$ 2,400.00
	C. Membership in 7 State:	$ 25.00
	D. Space costs, rental & Maintenance of Offices:	$ 5,400.00
	E. Per Diem to Professional Meetings; Lakota TB & Health, 10 people x $25/day x 4mgt/yr x 4 day/mtg.	$4,000.00
	7 State; 10 people x $25/day x 4 days x 2 mtgs.	$2,000.00
		$6,000.00
	F. Uniforms: $100/Uniform x 15 people x 3 sets.	$4,500.00
	G. Bonding Fees for Coordinator & Bookkeeper @ $10/thousand x $25,000 x 2.	$ 500.00
	H. Administrative Overhead - No Greater than 15% of $89,980.00	$13,477.00
	TOTAL BUDGET:	$143,882.00

FD-263 (Rev 1-7-72)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	10/10/73	7/16 - 10/10/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON, OGLALA SIOUX TRIBAL CHAIRMAN; EMMA T. NELSON, OGLALA SIOUX TRIBAL TREASURER; LLOYD W. EAGLE BULL, OGLALA SIOUX TRIBAL SECRETARY; ~~GERALDINE JANIS - VICTIM;~~ VICTORIA WOUNDED FOOT - VICTIM; DELLA STARR - VICTIM; MINERVA WALKS OUT - VICTIM	HERMAN J. LATTUS	RMD
	CHARACTER OF CASE: CR	

EXPLOR. PROC

REFERENCES: Minneapolis report of SA THOMAS M. MOORE, JR., dated 5/20/73.
Bureau airtel to Minneapolis, dated 7/3/73.
Minneapolis nitel to Bureau, dated 7/16/73.
Bureau airtel to Minneapolis, dated 8/17/73.
Minneapolis airtel and LHM to Bureau, dated 8/27/73.
Minneapolis airtel to Bureau, dated 8/31/73.
Bureau airtel to Minneapolis, dated 9/10/73.
Minneapolis airtel to Bureau, dated 9/19/73.
Bureau airtel to Minneapolis, dated 9/27/73.

- C -

ACCOMPLISHMENTS CLAIMED ☐ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☐ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☐ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau (Encs. - 48) INCLOSURE

1 - USA, Sioux Falls, South Dakota

1 - Minneapolis (44-727)

REC 22

6 OCT 18 1973

McGOUGH

SIX DATA PROC

Dissemination Record of Attached Report				
Agency				
Request Recd.				
Date Fwd.				
How Fwd.				
By				

Notations

54 NOV 5 1973

- A -

COVER PAGE

MP 44-727

ENCLOSURES

TO BUREAU

Two (2) copies each of the following items:

Merit System Regulations

Memorandum to the Executive Board

Minutes of the Executive Committee

Letters to the four Victims

Copies of the Termination Notices on the above four Victims

Copies of the Termination Notices of persons from 1/1/73 to the present

Copies of a letter from the Executive Committee to Personnel Director

Memorandum from Personnel Office to Public Health Service Director

ADMINISTRATIVE

All persons interviewed were advised that this investigation was requested by the U.S. Department of Justice.

No enclosures are being sent to the United States Attorney, Sioux Falls, South Dakota, since he stated that it was not necessary and in the event that he so desires any further information, he will contact the Minneapolis Office.

This case is being closed and no further contact will be made in this matter with the United States Attorney since he advised that he would discuss this case directly with Departmental Attorney DENNIS R. ICKES in reference to its prosecutive merit.

NW 55293 DocId:32989685 Page 391

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: SA HERMAN J. LATTUS Office: Minneapolis, Minnesota
Date: October 10, 1973

Field Office File #: 44-727 Bureau File #:

Title: RICHARD WILSON,
OGLALA SIOUX TRIBAL CHAIRMAN;
EMMA T. NELSON,
OGLALA SIOUX TRIBAL TREASURER;
LLOYD W. EAGLE BULL,
OGLALA SIOUX TRIBAL SECRETARY;
GERALDINE JANIS - VICTIM;
VICTORIA WOUNDED FOOT - VICTIM;
DELLA STARR - VICTIM;
MINERVA WALKS OUT - VICTIM

Character: CIVIL RIGHTS

SYNOPSIS: TIM SHANGREAUX, Personnel Director, advised that the decision to terminate Victims' employment was unanimous by the Executive Committee. HELEN PALMIER advised that she applied for the job as Fiscal Manager and was hired. KAREN TRUEBLOOD, Secretary, advised that she does not remember hearing DICK WILSON say anything about firing troublemakers and hiring his friends. DEL EASTMAN, Special Officer, BIA, advised that no record of the public demonstrations were kept and no authorization given to demonstrate. DICK WILSON, Chairman, Oglala Sioux Tribe, advised that Victims' employments were terminated 4/5/73. POURRIER, member of the Evaluation Committee, advised that he recalled that JANIS and other Victims' employments were terminated because of open defiance to overthrow the present Government at Pine Ridge. CARMEL MEANS advised that she quit her job at the College Center. LILLIAN CUNY advised that she did not hear DICK WILSON make any statement in reference to firing his enemies or hiring his friends. FRESQUEZ advised that he did not specifically state for CARMEL MEANS to terminate her employment with OEO. BARBARA MEANS advised

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE : 1970 O - 406-840

SYNOPSIS (Continued)

that she received a Notice of Suspension on 3/29/73. JAMES HAMM advised that at time of CARMEL MEANS' employment at the College Center he made it clear that it was temporary until the Board approved it. LLOYD W. EAGLE BULL advised that he has nothing against anyone marching or demonstrating. He stated that this demonstrating should not be done on Government time. BETTY BERRY advised that suit has been filed by Victims, USDC, WD, to regain employment. AUSA, Sioux Falls, S.D., advised that he would discuss this matter with Departmental Attorney.

- C -

DETAILS:

This is a preliminary investigation.

NW 55293 DocId:32989685 Page 393

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/8/73

TIM SHANGREAUX, Personnel Director of the Oglala Sioux Tribe, Pine Ridge, South Dakota, was advised of the identities of the interviewing Special Agents and the nature of the interview.

SHANGREAUX stated that he would discuss the situation with the investigating Agents and would furnish information to them, but preferred not to sign anything.

He stated that on April 4, 1973, the Oglala Sioux Tribe Executive Committee met and terminated employment of GERALDINE JANIS, DELLA STARR, VICTORIA WOUNDED FOOT and MINERVA WALKS OUT. He stated that this was by unanimous decision of DICK WILSON, the Tribal Chairman, EMMA NELSON, Treasurer, and LLOYD EAGLE BULL, Secretary.

SHANGREAUX furnished copies of everything contained in the file in reference to this matter.

1. A copy of the Merit System Regulations of the Oglala Sioux Tribe.

2. A memorandum to the Executive Board from Personnel Director, entitled, "Appeals of Geraldine Janis and Minerva Walks Out".

3. Minutes of the Executive Committee, April 4, 1973.

4. Letters to GERALDINE JANIS, MINERVA WALKS OUT, DELLA STARR, and VICTORIA WOUNDED FOOT advising them the date for appeal.

5. Copies of Termination Notices dated April 9, 1973, on the above four individuals.

Interviewed on 10/2/73 at Pine Ridge, South Dakota File # MP 44-727

by SAs DON E. WEATHERMON and HERMAN J. LATTUS HJL/rmd Date dictated 10/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 394

6. Copies of Termination Notices of persons from January 1, 1973, to the present who were fired at Pine Ridge.

7. A copy of a letter from the Executive Committee to the Personnel Director, dated May 5, 1973.

SHANGREAUX further advised that the Oglala Sioux Tribe Executive Board advised him of the termination of the above four individuals by letter and he does not remember any oral conversation in reference to this matter.

He stated that appeals were made to the Appeal Board in the prescribed amount of time by the above four individuals, however, the Appeals Board disqualified themselves and sent the matter back to the Oglala Sioux Tribe Executive Board. He stated that the Executive Board never received any letter from the terminated employees.

Copies of the above letters, memorandum, and booklets are being maintained in the Minneapolis file.

NW 55293 DocId:32989685 Page 395

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATIC

Date of transcription 10/9/73

OSCAR HOLLOW HORN, a resident of Wounded Knee, South Dakota, advised that he had been employed by the Office of Economic Opportunity, and had been in charge of coordinating numerous community programs, and that he had a personal staff, and directly supervised the staffs of each of these coordinated programs. Other than this information, HOLLOW HORN was unable to provide a very complete description of his activities or the nature of his official duties. The main reason for this inability was his very apparent lack of recollection.

HOLLOW HORN stated that he had never signed any petition calling for the ouster of Tribal Officers, and the only list he can recall having signed at any time was a list of names passed around at his aunt's wake. The wake was in January, 1973. HOLLOW HORN was asked when his employment was terminated, and he was unable to recall. Furthermore, he was unable to recall whether his employment was terminated before of after his aunt's wake.

HOLLOW HORN was unable to provide any details regarding the reason for his termination, except to state that he was having some trouble attending staff meetings during the Wounded Knee occupation, although he was free to come and go as he pleased. HOLLOW HORN then stated that he had been placed on a two-week suspension after having received an oral warning, and he believed that this suspension was based on his failure to attend staff meetings because there had been some reference to his apparent lack of interest in his job. He did not recall if this reference was made during the oral warning by his superiors or appeared in print. He could not recall when this suspension occurred, and eventually stated that he felt it may have occurred before the Wounded Knee occupation. He has never appealed this action, because the idea never occurred to him to do so. He does not anticipate making an appeal in the future. He does not feel that there was discrimination directed at him, but at the same time, felt that his termination was unfair. His reason for feeling it was unfair was that it was based upon circumstances beyond his control, namely, the inability to maintain a permanent residence near his work, particularly during the Wounded Knee occupation.

No more detailed information other than that set forth could be obtained from HOLLOW HORN, because all of his recollections of pertinent details were vague and disoriented. HOLLOW HORN was not requested to provide a signed statement to any of the information he provided. He stated that he knew nothing of the case involving GERALDINE JANIS, and, therefore, would have no testimony of value to offer in that matter.

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # Minneapolis 44-727

by SA FRED G. ROBINETTE, III, and SA RICHARD B. STOTTS FGR/cbl Date dictated 10/8/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 396

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATIC

Date of transcription 10/9/73

ALVIN ZEPHIER, Employment Supervisor, Oglala Sioux Tribal Council, Pine Ridge, South Dakota, advised that he had been a member of the Oglala Sioux Tribe Personnel Policies Board, which is better known as the Evaluation Committee, since June, 1972. His term of office lasted until April, 1973. ZEPHIER advised that he was requested to volunteer his services with no remuneration as a member of the Evaluation Committee, and this request came from the Executive Board of the Oglala Sioux Tribe. The sole purpose of the Executive Committee is to insure that when job vacancies occur, all applicants for the vacancies are fairly and equitably considered, and that no favoritism or discrimination is shown in filling available jobs. ZEPHIER stated that the committee was originally formed as a reaction to wide-spread complaints by members of the tribe to the effect that discrimination, favoritism, and nepotism were being practiced with regard to hiring of new personnel. The committee has no authority to make recommendations or take any type of action in promotions, demotions, or terminations. The committee has no real appellate authority with regard to employee grievances or terminations.

ZEPHIER resigned from the committee after serving only ten months, mainly because of threatening phone calls he had received from the irate father of an applicant who did not get a job. When the committee was originally formed, it set up certain grading standards whereby each prospective applicant could be numerically rated on the basis of the screening of his application by members of the Executive Committee. The rating standards established by the committee are the only formal guidelines or regulations governing the activities of the committee. ZEPHIER advised that although the original request for his services had been made by the Executive Board of the tribe, he believes the establishment of the committee was approved by resolutions of the Tribal Council.

In April, 1973, GERALDINE JANIS, a former employee of the Community Health Representative Services of the Oglala Sioux Tribe, was fired by action of the Executive Board. The reason for this termination was JANIS' vocal advocation of the overthrow of the tribal government. This situation was compounded by JANIS' activities, which included marching in demonstrations and meeting with dissidents during working hours, having submitted no annual leave slips in connection with these activities. JANIS requested that the Evaluation Committee hear an appeal regarding her termination and although the committee made it clear that it did not have appellate authority in this matter, it finally agreed to hear the case presented by JANIS and her attorney, whose name is unrecalled. At the time, JANIS appeared to be mainly concerned with being paid for the annual leave that she had accrued up to the time of her termination. However, the Executive Board was in the process of determining

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # Minneapolis 44-727

by SA FRED G. ROBINETTE, III, and SA RICHARD B. STOTTS FGR/cbl Date dictated 10/8/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 397

the amount of time that JANIS had spent in non-employment related activities during working hours, so that her annual leave balance could be appropriately adjusted prior to computing termination pay.

The decision of the Evaluation Committee was to disqualify itself from rendering a decision, and also to stand by the action of the Executive Board in this matter.

ZEPHIER was personally present only for the first half of this hearing, having pressing business in Rushville, Nebraska, and he set out to attend to this business at the lunch-time adjournment of the hearing. He consequently was not present for the final decision, but is in favor of the action, and would have voted with the committee in their decision.

ZEPHIER feels that the termination of JANIS was necessary, and that at no time did he ever suspect any unfair or purely discriminatory attitudes or practices on the part of the Executive Board or the Evaluation Committee in their decisions involving JANIS.

Because of pressing business, and the inconvenience of the circumstances in attending this interview, ZEPHIER was unable to provide a signed statement, but stated that he would be very willing to testify at a hearing if necessary.

NW 55293 DocId:32989685 Page 398

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/7/73

ALMA L. JACOBS, Fiscal Manager, Manpower Program, home address Box 324, Pine Ridge, South Dakota, was advised of the identities of the interviewing Special Agents and that an investigation is being conducted into the circumstances surrounding the termination of the job of GERALDINE JANIS.

JACOBS stated that she is the individual who maintains the leave records for employees of her department.

She stated that FRANCIS KILLER of Vermillion, South Dakota, is an accountant and that he was assisting her organization in an audit.

ALMA L. JACOBS furnished the following list of leaves taken by GERALDINE JANIS, MINERVA WALKS OUT, VICTORIA WOUNDED FOOT and DELLA STARR:

Interviewed on 10/2/73 at Pine Ridge, South Dakota File # MP 44-727

by SAs DON E. WEATHERMON and HERMAN J. LATTUS HJL/rmd Date dictated 10/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 399

NAME	PAY PERIODS	DATES TAKEN	hours ANNUAL LEAVE	hours SICK LEAVE	OTHER
Geraldine Janis	1-29 thru 2-9-73	2/6/73	8		
	2-26 thru 3-9-73	2/27/73	2		
		3/7/73	4		
		3/8/73	4		
(Employees signature on leave slips but no supervisor's signature)					
Minerva Walks Out:	1-1 thru 1-12-73	1/5/73	3 (No employees signature on leave slip)		
	1-15 thru 1-26-73	1/19/73	8		
		1/23/73	8		
	1-29 thru 2-9-73	1/31/73	4		
		2/6/73	8 no leave slip		
		2/9/73	3 no leave slip		
	2-26 thru 3-9-73	2/27/73	2		
		3/7/73	4		
		3/8/73	4		
Victoria Wounded Foot:	1-1 thru 1-12-73	1/2/73	8		
	1-15 thru 1-26-73	1/18/73		4	
		1/19/73		4	
	2/26/thru 3-9-73	2/27/73	2		
		2/28/73	8		
		3/1/73	8		
(Leave slip signed for 16 hours Annual Leave on the 5th & 6th of February, but time sheet shows 80 hours worked)					
DELLA STARR:	1-1 thru 1-12-73	1/10/73	4 (no employees signature)		
		1/8/73		4 (No Empl.Sig)	
		1/10/73		8 " "	
		1/9/73		8 " "	
	1-15 thru 1-26-73	1/15/73	2		
	1-29-73 thru 2-9-73	1/29/73	8		
		2/2/73			2 Comp
		2/6/73			3 Comp
	2-26 thru 3-9-73	2/27/73	2		
		2/28/73	8 (no leave slip)		
		3/7/73	4		
	3-12 thru 3-23	3/21/73	8		

For Pay Period 3/26/73 thru 4/6/73 shows all paid as 80 hours worked.

NW 55293 DocId:32989685 Page 400

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/7/73

HELEN PALMIER, Box 243, Pine Ridge, South Dakota, Fiscal Manager, Office of Economic Opportunity, was advised of the identities of the interviewing Special Agents and the nature of the interview.

She advised that she preferred not to sign anything at this time, but would discuss the situation with the investigating Agents.

She advised that she was hired for the job she presently holds approximately the third week of August, 1973. She advised that this job was advertised by the Oglala Sioux Tribal Personnel Section and that this position was described and a notice was placed on the bulletin boards throughout the Pine Ridge Reservation.

She stated that she applied for the position and was notified that she was the individual who received the job.

She stated that the reason why she applied for this job was that the salary was greater than her present position she was holding. She stated that she was in charge of the books at the Manpower Department of the Office of Economic Opportunity.

Interviewed on 10/2/73 at Pine Ridge, South Dakota File # MP 44-727

by SAs DON E. WEATHERMON and HERMAN J. LATTUS HJL/rmd Date dictated 10/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 401

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription October 7, 1973

CALVIN L. SHANGREAUX, JR., Personnel Director, Oglala Sioux Tribe, Pine Ridge, South Dakota, provided the file relative to the case of GERALDINE JANIS. This file includes documentation such as a letter dated April 5, 1973, to GERALDINE JANIS, Community Health Representative (CHR) Program Coordinator, noting the effective date of her termination as April 5, 1973, on the basis of a decision by the Executive Board of the Oglala Sioux Tribe because of her demonstrations to overthrow the Tribal Government. The letter advised JANIS of her right to appeal to the Oglala Sioux Tribal Evaluation Committee.

A memorandum dated May 23, 1973, to the Executive Board from the Personnel Director referencing appeals of GERALDING JANIS and MINERVA WALKS OUT reflects that on Tuesday, May 22, 1973, the Evaluation Committee met on the appealing of Community Health Representative personnel who had been terminated, with the resultant decision to disqualify itself from hearing any appeals pertaining to these cases and to uphold the decision of the Executive Board regarding the termination of these individuals.

Presiding members of the Evaluation Committee were JOSEPH POURRIER, Chairman of the Evaluation Committee, ALVIN ZEPHIER, and REVEREND GUY F. RONDELL, both members of the Evaluation Committee. CALVIN SHANGREAUX was also present at this hearing. SHANGREAUX provided reproductions of certain letters and memoranda from this case file.

He further recalled that although there were five cases scheduled to be heard on that date, JANIS and WALKS OUT were the only ones to appear; the others were considered no contest and no further action was taken in those cases.

SHANGREAUX stated that ALVIN ZEPHIER is no longer a member of the committee, having tendered his resignation sometime in April, 1973. Current members are JOSEPH POURRIER, REVEREND GUY RONDELL, MICHAEL HAMM, REVEREND RAY MC CUE, and ANITA MANN.

SHANGREAUX stated that there was no discriminatory action taken against any of these persons and the terminations were handled "in the normal course of Tribal business". There is nothing really unusual concerning the

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

by SA RICHARD B. STOTTS / SA FRED C. ROBINETTE, III/mjs Date dictated 10/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 402

circumstances of these cases and SHANGREAUX was one of the members of the Executive Board who felt that JANIS and others should be terminated from their jobs on the basis of their activities.

NW 55293 DocId:32989685 Page 403

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of transcription October 7, 1973

CALVIN L. SHANGREAUX, JR., Personnel Director, Oglala Sioux Tribe, Pine Ridge, South Dakota, provided the file relative to the case of GERALDINE JANIS. This file includes documentation such as a letter dated April 5, 1973, to GERALDINE JANIS, Community Health Representative (CHR) Program Coordinator, noting the effective date of her termination as April 5, 1973, on the basis of a decision by the Executive Board of the Oglala Sioux Tribe because of her demonstrations to overthrow the Tribal Government. The letter advised JANIS of her right to appeal to the Oglala Sioux Tribal Evaluation Committee.

A memorandum dated May 23, 1973, to the Executive Board from the Personnel Director referencing appeals of GERALDING JANIS and MINERVA WALKS OUT reflects that on Tuesday, May 22, 1973, the Evaluation Committee met on the appealing of Community Health Representative personnel who had been terminated, with the resultant decision to disqualify itself from hearing any appeals pertaining to these cases and to uphold the decision of the Executive Board regarding the termination of these individuals.

Presiding members of the Evaluation Committee were JOSEPH POURRIER, Chairman of the Evaluation Committee, ALVIN ZEPHIER, and REVEREND GUY F. RONDELL, both members of the Evaluation Committee. CALVIN SHANGREAUX was also present at this hearing. SHANGREAUX provided reproductions of certain letters and memoranda from this case file.

He further recalled that although there were five cases scheduled to be heard on that date, JANIS and WALKS OUT were the only ones to appear; the others were considered no contest and no further action was taken in those cases.

SHANGREAUX stated that ALVIN ZEPHIER is no longer a member of the committee, having tendered his resignation sometime in April, 1973. Current members are JOSEPH POURRIER, REVEREND GUY RONDELL, MICHAEL HAMM, REVEREND RAY MC CUE, and ANITA MANN.

SHANGREAUX stated that there was no discriminatory action taken against any of these persons and the terminations were handled "in the normal course of Tribal business". There is nothing really unusual concerning the

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

SA RICHARD B. STOTTS

by ~~SA FRED G. ROBINETTE, III~~/mjc Date dictated 10/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 44-727
(2)

circumstances of these cases and SHANGREAUX was one of the members of the Executive Board who felt that JANIS and others should be terminated from their jobs on the basis of their activities.

NW 55293 DocId:32989685 Page 405

FEDERAL BUREAU OF INVESTIGATIC

1

Date of transcription 10/8/73

KAREN TRUEBLOOD, Secretary for the Office of Economic Development, Pine Ridge, South Dakota, was advised of the identities of the interviewing Special Agents and the nature of the interview.

She immediately advised that she preferred not to sign anything, but would discuss the situation with the investigating Agents.

TRUEBLOOD stated that she does not recall hearing DICK WILSON, Oglala Sioux Tribe Chairman, say anything about firing troublemakers and hiring his friends.

She stated that she has not been encouraged by anyone and that she has received no promises or threats from anyone. She stated that possibly LILLIAN CUNY, who works in the same office, could possibly furnish more information in reference to this situation.

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

by SAs DON E. WEATHERMON and HERMAN J. LATTUS HJL/rmd Date dictated 10/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/8/73

DELMAR EASTMAN, Special Officer, Bureau of Indian Affairs (BIA), Pine Ridge, South Dakota, was advised of the identities of the interviewing Special Agents and the nature of the interview.

EASTMAN advised that he preferred to furnish information, but not sign anything at this time.

He stated that he knows of no record of the public demonstrations at the BIA building in Pine Ridge from January 1, 1973, to June 31, 1973. He stated that there were so many demonstrations that no record was kept and that in general, these demonstrations were ignored since his efforts were focused on the situation going on at Wounded Knee, South Dakota.

He stated that he remembers no arrest of any of these individuals demonstrating at the BIA building in Pine Ridge.

He advised that he remembers no authorization given by any law enforcement officials to any of these demonstrators at Pine Ridge. He advised that he does not remember receiving any requests from anyone requesting to conduct a demonstration.

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

by SAs DON E. WEATHERMON and HERMAN J. LATTUS HJL/rmd Date dictated 10/6/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 407

FEDERAL BUREAU OF INVESTIGATIO

Date of transcription October 8, 1973

EMMA T. NELSON, Treasurer, Oglala Sioux Tribe, Executive Committee and Representative Board, Pine Ridge Reservation Council, Pine Ridge, South Dakota, suosequent to the identification of the interviewing Agents, was advised of her rights concerning the Civil Rights allegations made by GERALDINE JANIS, MINERVA WALKS OUT, DELLA STARR, and VICTORIA WOUNDED FOOT concerning termination from employment of these individuals from the Community Health Program on the Oglala Sioux Indian Reservation by the Oglala Sioux Tribe Executive Board on May 5, 1973.

NELSON at that time subsequently executed a waiver of rights form and stated, "I don't think I'll answer any of your questions."

The following descriptive data was obtained through observation and interview:

Name	EMMA T. NELSON
Sex	Female
Race	Indian
Date of Birth	September 22, 1916
Place of Birth	Pine Ridge, South Dakota
Residence	Pine Ridge, South Dakota
Employment	Treasurer, Oglala Sioux Tribe, Pine Ridge, South Dakota

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

by SA DEAN HOWARD HUGHES
SA FREDERICK COWARD, JR./mjs Date dictated 10/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of transcription October 8, 1973

EMMA T. NELSON, Treasurer, Oglala Sioux Tribe, Executive Committee and Representative Board, Pine Ridge Reservation Council, Pine Ridge, South Dakota, subsequent to the identification of the interviewing Agents, was advised of her rights concerning the Civil Rights allegations made by GERALDINE JANIS, MINERVA WALKS OUT, DELLA STARR, and VICTORIA WOUNDED FOOT concerning termination from employment of these individuals from the Community Health Program on the Oglala Sioux Indian Reservation by the Oglala Sioux Tribe Executive Board on May 5, 1973.

NELSON at that time subsequently executed a waiver of rights form and stated, "I don't think I'll answer any of your questions."

The following descriptive data was obtained through observation and interview:

Name	EMMA T. NELSON
Sex	Female
Race	Indian
Date of Birth	September 22, 1916
Place of Birth	Pine Ridge, South Dakota
Residence	Pine Ridge, South Dakota
Employment	Treasurer, Oglala Sioux Tribe, Pine Ridge, South Dakota

Interviewed on ~~10/3/73~~ at ~~Pine Ridge, South Dakota~~ File # ~~MP 44-727~~

by SA DEAN HOWARD HUGHES
SA FREDERICK COWARD, JR./mjs Date dictated 10/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

(1)

Date of transcription ~~October 8, 1973~~

RICHARD (DICK) WILSON, Chairman of the Oglala Sioux Tribe, Pine Ridge Reservation, Pine Ridge, South Dakota, subsequent to the identification of the interviewing Agents, was advised of his rights concerning the Civil Rights allegations made by GERALDINE JANIS, MINERVA WALKS OUT, DELLA STARR, and VICTORIA WOUNDED FOOT concerning termination from employment of these individuals from the Community Health Program on the Oglala Sioux Indian Reservation by the Oglala Sioux Tribe Executive Board on May 5, 1973.

WILSON at this time advised that he wanted to consult his attorney, PATRICK LEE, the Oglala Sioux Tribal Attorney, Pine Ridge, South Dakota, before executing the Advice of Rights form. WILSON subsequently advised interviewing Agents that he understood his rights but stated, "I guess I won't sign this form and I will answer your questions but only from the official record which has been prepared by the Oglala Sioux Executive Committee." WILSON during the interview furnished Agents with the minutes of the Executive Committee meeting dated April 4, 1973, and indicated that the board concurred on the decision to terminate GERALDINE JANIS, VICTORIA WOUNDED FOOT, ELLEN MOVES CAMP, DELLA STARR, MINERVA WALKS OUT, and EMMA BORDEAUX.

WILSON advised that the concurring opinion of the board members recommending termination of these individuals was based on the fact that the public demonstrations by these individuals disrupted the operation of the Tribal office. WILSON advised that a copy of the minutes of the Executive Committee meeting, April 4, 1973, sets out the decisions and recommendations of the board members.

WILSON furnished interviewing Agents an office memorandum of the Oglala Sioux Tribe, April 5, 1973, giving notice that all of the above-mentioned individuals had been terminated from their position as Community Health Representatives, effective April 5, 1973. In addition, WILSON furnished interviewing Agents letters to GERALDINE JANIS, MINERVA WALKS OUT, DELLA STARR, and VICTORIA WOUNDED FOOT from CALVIN L. SHANGREAUX, JR., Personnel Director, May 15, 1973, indicating dates for appeal for these individuals. WILSON advised that the Evaluation Committee of the Oglala Sioux Tribe disqualified themselves in this hearing and referred the above matters back to the Oglala Sioux Tribe Executive Board. WILSON

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

SA DEAN HOWARD HUGHES
by SA FREDERICK COWARD, JR./mjs Date dictated 10/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 410

stated that no action has been taken on the above-mentioned individuals' appeals at this time as of June 19, 1973, these individuals have been requested to notify the Executive Board in writing with their intentions and to date, these individuals have not done so.

WILSON advised that the secretary to the Oglala Sioux Executive Board is LLOYD "TOBY" EAGLE BULL and that EMMA NELSON is the treasurer of the Oglala Sioux Tribe.

WILSON advised that as a board member to the College Center, Board of Directors, he does not have as an individual the authority to hire, promote, demote, suspend, or terminate employees. WILSON, in addition, advised that he has not hired any new personnel for the College Center, particularly bookkeepers, since July 1, 1973, and reiterated the fact that as a board member he does not possess this authority and that hiring of personnel can only be performed on board authority. WILSON advised that he does not possess any personal knowledge of any new personnel being employed or hired for the College Center or any termination of individuals since July 1, 1973. WILSON advised that he did not possess any information on any individuals suspended or terminated since July 1, 1973. WILSON advised that he is familiar with CARMAL MEANS and stated that he does not possess any knowledge or information concerning an alleged promise to CARMAL MEANS concerning a job at the Pine Ridge College Center with a higher salary.

At the conclusion of the interview, WILSON furnished interviewing Agents with the following copies:

Termination notice to GERALDINE JANIS, April 5, 1973
Termination notice to VICTORIA WOUNDED FOOT, April 9, 1973
Termination notice to DELLA STARR, April 9, 1973
Termination notice to MINERVA WALKS OUT, April 9, 1973
Termination notice to ELLEN MOVES CAMP, April 9, 1973
Termination notice to EMMA BORDEAUX, April 9, 1973

WILSON, in addition, furnished to interviewing Agents a copy of an Oglala Sioux Tribe Personnel Office memorandum, dated April 17, 1973, concerning the termination of Community Health Representative Employees as listed above.

NW 55293 DocId:32989685 Page 411

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of transcription October 7, 1973

JOSEPH POURRIER, SR., Pine Ridge, South Dakota, advised that he is one of five members of the Oglala Sioux Tribe Personnel Policies Board, which is more commonly known as the Evaluation Committee. POURRIER has been with the Evaluation Committee since February, 1972, and he was selected for service on this committee by the Executive Board of the Oglala Sioux Tribe.

POURRIER and the other four members were all asked if they would volunteer for service with this committee. In each instance, the approach was made by a member of the Executive Board, and POURRIER believes that the Evaluation Committee was approved by the Tribal Council by means of a resolution.

The Evaluation Committee was established because of a series of complaints by members of the tribe to the effect that discrimination, favoritism, and nepotism were being practiced to a great extent in the hiring of persons for Tribal jobs. The committee has developed a system for screening applications for available jobs and scoring all applicants for a job in an equitable manner so that the person most qualified to fit the position opened is selected. The committee sets out a list of qualified applicants for each job opening, listing the applicants by their rank and the application evaluation. A number one person is therefore selected for the job, but is subject to a 90 day probationary period during which time the applicant can be fired as unsatisfactory in which case the number two applicant on the list for that position would be hired. The committee makes no recommendations and takes no actions direct or indirect regarding promotions, demotions or terminations. Their activities are confined strictly to insuring that fair and equitable hiring proceedures are followed within the Oglala Sioux Tribe.

POURRIER advised that he recalled the termination of GERALDINE JANIS from her job as Community Health Services Representative and his recollection was that she had been fired by the Executive Board of the Oglala Sioux Tribe because of her open defiance of the Executive Board, her stated desires to overthrow the current Tribal Council and the fact that she participated in many demonstrations, meetings, and conferences with militant American Indian Movement (AIM) personnel during working hours, and did not submit Annual Leave slips for these periods of time. POURRIER recalled that in April, 1973, JANIS appeared at the Evaluation Committee hearing with a Public Defender, name unrecalled, for the purpose of repealing her case. The committee had advised JANIS that the Executive Board was

Interviewed on 10/3/73 at Pine Ridge, South Dakota File # MP 44-727

by SA RICHARD B. STOTTS
SA FRED G. ROBINETTE, III/mjs Date dictated 10/5/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency

responsible for her termination and inasmuch as te Executive Board was a higher authority than the Evaluation Committee, the actions of the Board could not be appealed to this lower authority. However, JANIS was insistent so her appeal was heard by JOSEPH POURRIER, REVERAND GUY RONDELL, and ALVIN ZEPHIER, noting that these three members of the committee constituted a quorum. Also present was CALVIN SHANGREAUX, the Personnel Director of the Oglala Sioux Tribe. At the conclusion of the hearing, the committee voted unanimously to advise JANIS that the committee would disqualify itself from making any recommendations on this case for reasons previously stated.

POURRIER recalls that the main thrust of the JANIS appeal was payment for accrued Annual Leave. However, at the time, EMMA WILSON, a member of the Executive Board, was in the process of determining how much on the job time was spent by JANIS in non-employment related activities so that this time could be deducted on her balance of accrued Annual Leave for the purpose of determining how much termination pay JANIS was entitled to receive.

NW 55293 DocId:32989685 Page 413

FEDERAL BUREAU OF INVESTIGATI

Date of transcription 10/10/73

CARMEL MEANS was contacted at Wounded Knee, South Dakota, at the residence of BARBARA MEANS and was advised of the identity of the interviewing Agents as Special Agents of the Federal Bureau of Investigation (FBI), and that the nature of the interview was relating to a civil rights investigation. CARMEL MEANS made the following subscribed signed statement:

"October 4, 1973

"I, Carmel Means, maiden name Cuny, P. O. Box 66, Porcupine, South Dakota, and have completed up to 2 years in a business college in education, and make this free and voluntary statement to David R. Keller and Thomas J. Searby who have identified themselves to me as special agents of the Federal Bureau of Investigation.

"I was employed by the Office of Economic Opportunity as a Fiscal Manager at a salary of $9780.00 per year and have been employed by the office of Economic opportunity since August, 1968.

"Sometime in June, 1973 Jim Hamm and Tony Fresquez who both were administrators at the Lakota Higher Education Center also know as the College Center advised me that if I resigned the job from the office of Economic Opportunity I could go to work at the College Center. On the same date in June 1973 Tom Tobin also an administrator for the College Center said that the Board of Directors wanted only me to work up there at the College Center.

"Before resigning the office of Economic Opportunity it was agreed with Tony Fresquez after giving two weeks notice to the office of Economic Opportunity I would be given a job at the College Center as a bookkeeper at $10,000 salary per year.

"I resigned the job for the Office of Economic opportunity on July 20, 1973 and started work at the college center on July 23, 1973 and worked until July 24, 1973.

Interviewed on 10/4/73 at Wounded Knee, South Dakota File # MP 44-727

by SAs DAVID R. KELLER and THOMAS J. SEARBY DRK/mbw Date dictated 10/8/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 414

"On July 24, 1973, I received permission from Tony Fresquez to take the morning off to go get a different car.

"My sister Lillian took me to the bank on July 24, 1973 and after waiting for me at the bank she took me to Rushville, Nebraska to see if I could purchase a car there. After finding out I would be able to get the car, she returned to work. I got the car and returned to work at the College Center, I called my sister Lillian at her office and she told me what Dick Wilson was saying about him pulling a good one on me. Meaning that he had gotten rid of me. Dick Wilson also said that he was getting ready for re-election and was getting rid of all the people who weren't for him. After I finished talking to her on the phone I waited for Tony Fresquez to come back into the office. When he came back into the office I asked him what was going on. He said "Dick is the one that is raising hell!! I went back to work then and worked for the rest of the day.

"On July 25, 1973, I called Tony Fresquez and told him that I was not going to work because the Board of Directors did not approve of me working there at the College Center so I was just going to quit. Tony Fresquez told me that the Board of Directors were having a meeting on August 9, 1973 to confirm the job as a bookkeeper for the College Center. I did not go to this meeting on August 9, 1973 because I felt it wouldn't do any good to try to get the job when Dick Wilson was on the board and we were told several times that Dick Wilson was going to get rid of us, (Lillian and I).

"I believe I was enticed to resign my job at the office of Economic Opportunity so the job of Fiscal Manager at the office of Economic Opportunity could be given to one of Wilsons' supporters. The position I held at the Office of Economic Opportunity was given to Helen Polmier. As far as I know no one has replaced me at the College Center as the bookkeeper.

NW 55293 DocId:32989685 Page 415

"Sometime in early March, 1973 my name was on the petition to get rid of the Tribal Council. I feel that because I signed the petition is the reason that Dick Wilson did not want me to work for any Tribal Programs.

"I have read and written the above signed statement consisting of 3 pages and it is correct and true.

"/s/ Carmel Means

"Witness: /s/ David R. Keller; Thomas J. Searby, Jr.
S.A.'s F.B.I. 10/4/73"

NW 55293 DocId:32989685 Page 416

FD-302 (REV. 11-27-70)

FEDERAL BUREAU OF INVESTIGATIC

Date of transcription 10/10/73

BARBARA ANN MEANS, Wounded Knee, South Dakota, made available to Special Agents (SAs) of the Federal Bureau of Investigation (FBI), on October 4, 1973, the following:

A carbon copy of a memorandum dated March 29, 1973, to BARBARA MEANS from SIDNEY T. WITT, Prosecutor, subject Notice of Suspension. The body of this memorandum consists of the following information:

"This is to advise you that March 8, 1973 participation in a public demonstration advocating the overthrow of the duly elected government of the Oglala Sioux Tribe, compromises the sensitive position of Clerk of Courts.

"I have sent to the Executive Board of the Oglala Sioux Tribe a Memo recomending your immediate dismissal.

"You are hereby suspended from the position of Clerk of Courts pending a meeting of the Executive Board on my recommendation, that you be permanently terminated.

"Signed /s/ Sidney T. Witt
Prosecutor O.S.T. Court"

BARBARA MEANS also made available to SAs of the FBI on October 4, 1973, an original letter from DONALD GUENTHER,M.D., Rushville Medical Clinic, Rushville, Nebraska, dated May 25, 1973. The contents of this letter to BARBARA MEANS is as follows:

"Dear Mrs. Means,

"This letter is being written at you request to summarize your health.

"On January 16 of this year, your fractured forearm was treated in the emergency room at the Rushville Community

Interviewed on 10/4/73 at Wounded Knee, South Dakota File # MP 44-727

by SAs DAVID R. KELLER and THOMAS J. SEARBY, JR. DRK/mbw Date dictated 10/8/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency

NW 55293 DocId:32989685 Page 417

Hospital and a follow up since that time has shown satisfactory resolution of this problem and examination on May 25, 1973 showed good range of motion of this joint, however not yet completely recovered as compared to the other hand. We expect that over the next few months that the freedom of movement in this joint will improve.

"A physical examination on 5-25-73 shows no evidence of contagious disease and normal heart, lungs, abdomen and nervous system. Urinalysis is within normal limits, blood pressure 120/70.

"I would therefore conclude that your health at this point and time is quite good and should in no way interfere with the performance of your duties as a court clerk.

"Sincerely Yours
/s/ Donald Guenther M.D."

In addition, BARBARA MEANS also made available a xerox copy of the minutes of the Executive Committee meeting held on April 4, 1973.

The following information concerning the dismissal of BARBARA MEANS as the Clerk of Courts is quoted from the minutes of the Executive Committee meeting:

"MEMORANDUM FROM OST COURT PROSECUTOR - The following memorandum was considered by the Executive Committee:

March 19, 1973
TO: Executive Board
FROM: Sidney Witt, Prosecutor, OST Court
SUBJECT: Dismissal of Barbara Means as Clerk of Courts

I am recommending that Barbara Means be removed from the position as Clerk of Courts for conduct unbecoming a public official. On March 8, 1973 she participated in a public demonstration advocating the over throw of the elected government of the Oglala Sioux Tribe.

I would also like to recommend that Ivy Goings who is presently Deputy Clerk of Courts be promoted to fill the position left

NW 55293 DocId:32989685 Page 418

vacant by Barbara Means dismissal.

/S/ Sidney T. Witt
Prosecutor

The Executive Committee unamimously voted to accept the recommendation to terminate Barbara Means as Clerk of Courts effective March 19, 1973.

The Executive Committee also promoted Ivy Goings to fill the position as Clerk of Courts effective March 19, 1973."

NW 55293 DocId:32989685 Page 419

FEDERAL BUREAU OF INVESTIGATION

Date of transcription October 8, 1973

LILLIAN CUNY was contacted at her place of employment, where she is a bookkeeper in the Office of Economic Opportunity (OEO), Pine Ridge Indian Reservation, Pine Ridge, South Dakota, and after being advised of the official identities of the interviewing Agents, provided the following information:

CUNY advised that she preferred not to furnish any signed statement at this time but would discuss the matter in detail with the interviewing Agents.

CUNY stated her address is Post Office Box 66, Porcupine, South Dakota, and that she had been so employed as a bookkeeper for OEO since October, 1972.

CUNY stated she did not hear any statement made by DICK WILSON regarding his starting a campaign for reelection as Tribal Chairman and that he would fire his enemies and hire his friends.

CUNY advised she had been asked to terminate her present employment on the two following occasions:

JOHN HUSSMAN, Project Recovery Director, Pine Ridge Indian Reservation, had asked her to quit her present job and apply for an accounting position with the Indian Moccasin Factory located at Pine Ridge. She advised HUSSMAN told her to apply for this new job through NICKY HAMM, Director of the Moccasin Factory.

One other occasion BRIAN BREWER, Director for the Lakota Higher Education Center, Porcupine Extension, had in the past encouraged her to apply for bookkeeper for the College Center Extension located at Porcupine, South Dakota. She advised at one time she was interested in this position since she would not have to commute to work, but that the salary was less and she was not really interested in obtaining this position at the present time.

Interviewed on 10/4/73 at Pine Ridge, South Dakota File # MP 44-727

by SA DON E. WEATHERMON and SA HERMAN J. LATTUS/crv Date dictated 10/4/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

HW 55293 DocId:32989685 Page 420

CUNY advised these are the only two occasions which she could recall someone encouraged her to terminate her present employment to seek other employment.

NW 55293 DocId:32989685 Page 421

FEDERAL BUREAU OF INVESTIGATION

Date of transcription October 8, 1973

ANTHONY JOSEPH FRESQUEZ was contacted at his place of employment and after being advised of the official identities of interviewing Agents, furnished the following information:

FRESQUEZ advised that he preferred not to furnish any signed statement at this time but would discuss the matter in detail with the interviewing Agents.

FRESQUEZ advised he is Executive Coordinator of the Lakota Higher Education Center, better known as the College Center located at the Pine Ridge Indian Reservation, Pine Ridge, South Dakota. FRESQUEZ advised he has been so employed since July, 1971, and his local address was Post Office Box 332, Pine Ridge, South Dakota.

FRESQUEZ advised with regard to the hiring and firing of CARMEL MEANS as bookkeeper for the College Center, he believed that MEANS was initially contacted regarding the position of bookkeeper by FRANCIS KILLER, who was a private accountant who the College Center contracted to conduct an audit of their fiscal records during the Summer of 1973. FRESQUEZ advised that KILLER stated that CARMEL MEANS was a bookkeeper and that the College Center needed a permanent bookkeeper.

FRESQUEZ advised his initial contact with CARMEL MEANS was when she telephonically contacted him regarding the position of bookkeeper and he told her if she would apply then she would have just as good a chance as anyone who applied for a position. FRESQUEZ stated MEANS subsequently submitted an application and approximately one week later he telephoned her and advised her to come to work. FRESQUEZ advised MEANS reported to work the following Monday, July 23, 1973, and was employed until the morning of July 26, 1973, when she telephoned him and advised that she was resigning her position because she understood there was some opposition to her working at the College Center.

Interviewed on 10/4/73 at Pine Ridge, South Dakota File # MP 44-727

by SA DON E. WEATHERMON and SA HERMAN J. LATTUS/drv Date dictated 10/4/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 422

FRESQUEZ advised the normal procedure for hiring and firing of College Center employees is for a Board of Directors consisting of eight members to review each application and recommend who should be hired. FRESQUEZ continued by advising when a vacancy needs to be filled, it is announced and the staff at the College Center does the initial screening of all the applicants and then this recommendation is relayed to the Board of Directors. He advised approximately 80 per cent of the staff's recommendations are approved by the Board of Directors.

With regard to CARMEL MEANS' employment, FRESQUEZ advised Mr. JAMES HAMM, Acting Director for the College Center, had authorized him to offer MEANS employment. FRESQUEZ advised MEANS was the best qualified applicant for the position and due to the urgency of the job, she was hired before the Board of Directors officially met and voiced their approval. FRESQUEZ advised MEANS' application would have been officially presented before the Board of Directors at their next official meeting, but that MEANS resigned prior to this happening. FRESQUEZ advised although MEANS' application was not officially presented before the Board of Directors for approval prior to her obtaining employment, this was not unusual as several other employees had been so hired by the College Center.

FRESQUEZ advised he did not specifically state for MEANS to terminate her employment with the Office of Economic Opportunity (OEO) and apply for the bookkeeping job at the College Center, but he probably implied that in order for her to obtain the bookkeeping position she would have to terminate her employment with OEO.

FRESQUEZ advised the position of bookkeeper at the College Center is a merit job inasmuch as the Oglala Sioux Tribe has a merit system.

FRESQUEZ stated no one instructed them (himself and HAMM) to offer MEANS employment at the College Center.

NW 55293 DocId:32989685 Page 423

He advised the Center needed a bookkeeper and this position was merely being filled. FRESQUEZ concluded by advising that at present the Center still does not have a bookkeeper.

NW 55293 DocId:32989685 Page 424

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/8/73

BARBARA ANN MEANS, Wounded Knee, South Dakota, was contacted and advised of the identities of the interviewing Agents as Special Agents of the Federal Bureau of Investigation (FBI) and that the nature of the interview was concerning a civil rights investigation.

BARBARA ANN MEANS furnished the following subscribed signed statement:

"October 4, 1973

"I, Barbara Ann Means, Wounded Knee, South Dakota, make this a free and voluntary statement to David R. Keller, and Thomas J. Searby, Jr., who have identified themselves to me as Special Agents of the Federal Bureau of Investigation.

"In January, 1969 to November 1969, I was employed with the office of Economic Opportunities, as a Community Service Coordinator, at Manderson, South Dakota. Salary was $6,800.00 per annum.

"From November of 1969 to November 12, 1970, I was unemployed. On November 13, 1970, I had gone to work at the Court house under the presidency of Gerald One Feather, as Deputy Clerk of Court at $5,400.00 per year. On Sept. 14, 1971, I was transferred to David Long's Office - from Hobart Keith's Office, who was Chief Judge. I continued as Deputy Clerk of Court while I worked in Dave Long's office.

"On January 10, 1972, I took the job of Clerk of Court for the Oglala Sioux Tribe at $7,000.00 per annum.

"On the morning of January 16, 1973, I broke my arm in four places and took sick leave for rest of the week. The following Monday, January 22, 1973,

---

Interviewed on 10/4/73 at Wounded Knee, South Dakota File # MP 44-727

by SAs THOMAS J. SEARBY, JR. and DAVID R. KELLER/DRK/rmd Date dictated 10/8/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency

"Theodore Tibbitts asked me to report to work to help train Betty June Patton, as a temporary employee. I worked until February 1, 1973. From February 2, to February 6, 1973, I took 30 hours annual leave and 9 hours of sick leave. (On January 16, 1973, I had gotten permission to take sick leave from Theodore Tibbitts, Chief Judge) On January 22, 1973, I told Mr. Tibbitts that a Doctor Donald Guenther, M.D. Rushville, Nebraska, that I was to wear a cast until June 1, 1973. I had made arrangements with Tibbitts during the last week of work - Jan 22, to Feb 1, 1973, that I would be on Sick Leave according to Dr. Guenther's advisement. (Sick Leave for Feb. 7, 1973 to June 1, 1973). I had gotten permission from Sidney Witt and Emma Nelson.

"On February 27, 1973, I was in front of the Court house when Dick Wilson came over and started an argument with me. This concerned the Health Aides, Ellen Moves Camp, Geraldine Janis, Della Starr, and others, who were employed by Health, Education and Welfare, at Pine Ridge, South Dakota. 'Dick Wilson, 'advised me that, he ordered his men to bump them off' and further stating that what he meant by 'bumping them off' - he said ' to kill them'. I advised him that if he was man enough (Dick Wilson - he should go to Wounded Knee to negotiate with the members of the Civil Rights Organization (Indian people). Wilson stated: I didn't know thats what you thought of me'. Dave Steele arrived which seemed to conclude the argument. I then shouted at Wilson that a lot of innocent people and children were going to suffer on account of this, referring to Wilson's refusal to do anything.

"On March 6, 1973, Delores Swift Bird, Louis Bad Wound and myself - came up with a pelition for the Oglola Sioux people to the Secretary of

NW 55293 DocId:32989685 Page 426

"Interior for a referandum vote to suspend and revoke the present constitution and By laws of the Oglola Sioux Tribe and to establish a new form of government. From March 6, thru a period of three weeks, I was involved in the continuing of a Public Demonstration on the lawn of the B.I.A. building. Authority was granted by Kent Frizzel and Mr. Stooler, of the Justice Dept., Del Eastman and Stanley Lyman, B.I.A., in connection with the petition.

"On March 29, 1973, I had received a notice of suspension and was dated 3/29/73, was handed to me personally by Sidney Witt, This memo made notice of my suspension as Clerk of Courts, pending a meeting with the Tribal Executive Board. Mr. Witt, according to his memo dated 3/29/73, he had recommended the Executive Board for my immediate dismissal. I have never heard of any action taken from the Tribal Executive Board to date.

"On June 5, 1973, I had gone to Sidney Witt's office in Pine Ridge, along with Dave Williams, WK Legal Defense attorney, Delores Swift Bird, Geraldine Janis, Victoria Wounded Foot and Josephine Bissonette. I had advised Witt that I had been suspended but have never heard anything else from the executive Board. Witt stated that he was not the person to fire me and besides he had never heard anything on my suspension or dismissal. He also stated that he had recommended my dismissal on the grounds of 'conduct unbecoming a public offical' 'On March 8, 1973, she participated in a Public demonstration advocating the over throw of the elected government of the Oglola Sioux Tribe. Sidney Witt then called the Tribal Office and asked for a copy of the Minutes of April 4, 1973, then I was given a copy of this meeting.

NW-55293 DocId:32989685 Page 427

"Further, I have two years of college and have gone back to Chadron State college, Chadron, Nebraska. I have read the above signed statement and to the best of my knowledge know it to be true and correct.

"/s/ Barbara Ann Means

"Witnesses

"/s/ Thomas J. Searby, Jr., SA, F.B.I., 10/4/73
"/s/ David R. Keller, SA, F.B.I., 10/4/73"

NW-55293 DocId:32989685 Page 428

FEDERAL BUREAU OF INVESTIGATION

Date of Transcription 10/8/73

JAMES ANDREW HAMM, Acting Director, Lakota Higher Education Center, Box 426, Pine Ridge, South Dakota, was contacted at his place of employment and after being advised of the official identities of the interviewing Agents and the nature of the investigation, furnished the following information:

HAMM advised that he preferred not to furnish any signed statement at this time but would discuss the matter in detail with the interviewing Agents.

HAMM advised that he had been so employed as Acting Director, Lakota Higher Education Center, better known as Education Center, since July, 1973, and that his mailing address was General Delivery, Porcupine, South Dakota.

HAMM stated that the Education Center had been without a bookkeeper since June, 1973 and since July 1, 1973, was the beginning of a new fiscal year, the Center was interested in obtaining someone for the position of bookkeeper. HAMM advised that to the best of his recollection, FRANCIS KILLER, a private accountant contracted to audit the Center's fiscal records, was probably the first individual to recommend CARMEL MEANS for the position of bookkeeper.

HAMM stated his first contact with MEANS was one day when he was at the Office of Economic Opportunity (OEO) and he personally asked MEANS if she was interested in the position of bookkeeper for the Center. He told her if she was, she should apply for the job. During this meeting MEANS gave HAMM the impression that she was unhappy with her job at OEO and was planning on quitting sometime in the near future.

The only other contact HAMM had with MEANS was sometime later when he told her that the Center was in need of a bookkeeper right away and if she was going to quit her

Interviewed on 10/5/73 at Pine Ridge, South Dakota File # MP 44-727

by SA DON E. WEATHERMON and SA HERMAN J. LATTUS/crv Date dictated 10/8/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

job at OEO, she should apply. HAMM advised her at this time that the position would be temporary until such time that the Board of Directors could officially meet and approve her position. HAMM advised that MEANS applied and came to work on a following Monday with the understanding that her position was temporary until the Board's approval.

HAMM advised that on about the third or fourth day MEANS called TONY FRESQUEZ and told him she understood that there were going to be problems concerning her employment and, therefore, she did not want the position. HAMM advised there was no written resignation submitted since MEANS' position when hired was temporary. He advised at the next Board of Directors meeting MEANS' application was not submitted since she had resigned and of the four or five other applicants the Board decided none were qualified and to date the Center still does not have a permanent bookkeeper.

HAMM advised he did not advise MEANS that she was fired and that he tried to make it perfectly clear at the time of her employment that the job was temporary until such time that the Board could approve it.

HAMM advised that this hiring procedure was normal in that the staff at the Center and the Board of Directors had somewhat of a verbal understanding that the Center could temporarily hire someone when the need dictated it and the Board would act on that hiring at a later date.

HAMM advised the proper procedure for hiring employees is that an announcement of a vacancy is made, applicants make an application and then the Board of Directors considers that application. HAMM stated the staff at the College Center ordinarily makes some recommendations but that the Board of Directors has the final say in these matters.

HAMM advised to the best of his knowledge the position of bookkeeper at the College Center is not considered a merit system position such as those used by the Tribal Council.

NW 55293 DocId:32989685 Page 430

HAMM advised no one instructed him to offer MEANS employment at the College Center and that the only recommendation he had was from FRANCIS KILLER.

NW 55293 DocId:32989685 Page 431

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/10/73

ELMER LA POINTE, Acting Area Community Health Representative and Program Coordinator for the Indian Health Service, United States Public Health Service, Aberdeen, South Dakota, furnished the following information:

He is not employed by the Bureau of Indian Affairs and has had his present position with the United States Public Health Service since January, 1973.

He has never met GERALDINE JANIS, however, he knows her through telephonic contact.

He recalls having telephonic conversation with JANIS in which he discussed with her the matter of demonstrating. He is certain that this call had as its purpose not the matter of demonstrating, but some other reason, and he believes it was concerning a contract amendment to enable the hiring of another Community Health Representative. The matter of demonstrating was discussed as JANIS made inquiry about it. He advised her that her activity while working within the contract under which she was employed was of concern to the Government in that during that time she should be working within the terms of the contract at that time.

It is his understanding that JANIS and others had been demonstrating in opposition to the general conditions on the Reservation and not for the American Indian Movement or against any particular Tribal Government.

The hiring, promotion, demotion and termination of Community Health Representatives is a matter which is the perogative of the Tribal Government. The Community Health Program is a contract program and is put into operation following a representation made by a Tribal Government showing need or justification. When this justification is submitted it is accomplished by a proposed budget. The Community Health Representatives grade level is in this proposal.

Interviewed on 10/9/73 at Aberdeen, South Dakota File # MP 44-727

by SA BRYAN J. MOGEN /rmd Date dictated 10/9/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 432

If there are shortcomings on the part of Community Health Representatives at a particular Reservation, the matter is taken up by Mr. LA POINTE with the Tribal Government, generally through the Public Health Service Unit Director of the Indian Health Service who is located at the Reservation. The tribe is then given options or suggestions as to what may be done to improve a certain situation or shortcoming. The action taken is the responsibility of the Tribal Government.

Contracts with the Tribal Government on the many Reservations in this regard are the same and there are amendments to the contracts which deal with local geographic or other problems.

NW 55293 DocId:32989685 Page 433

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/9/73

Reverend GUY F. RONDELL, Pine Ridge, South Dakota, advised that he is an ordained minister with the United Presbyterian Churches of the United States of America. He does not belong to the Oglala Sioux Tribe but is a member of the Sisseton Wapeton Sioux Tribe in South Dakota. He has been a member of the Evaluation Committee of the Oglala Sioux Tribe in Pine Ridge, South Dakota, since January 1973. He was originally asked by RICHARD WILSON, President of the Oglala Sioux Tribe, to volunteer his services for the Evaluation Committee in November 1972, but he did not accept this request at that time. However, he eventually began to feel that it was his duty to help the people of the tribe, so he accepted a voluntary appointment in January 1973. He advised that the sole purpose of the Evaluation Committee is to insure that job vacancies under the Office of Economic Opportunity (OEO) are filled equitably with a complete lack of discrimination, favoratism and nepotism.

Before the formation of the Evaluation Committee, many unfair practices were followed in the hiring of persons for available jobs. Under the current procedures, when a vacany is advertised, all of the persons interested submit applications. These applications are reviewed by members of the Evaluation Committee and are scored on the basis of a numerical system devised by the Committee in order to assure that everyone gets an equal chance to be considered best qualified for the job. The result is that the person having the highest score is given first chance at the available job. It sometimes occurs that the person selected by this method does not work out satisfactorily and is subsequently terminated by his employer. This action does not come from the Committee. When this occurs, the person who scored next highest is offered the job. RONDELL feels that since the Committee was established, there has been a complete absence of discriminatory practices in hiring, promoting and terminating of persons in the OEO programs.

Interviewed on 10/9/73 at Pine Ridge, South Dakota File # MP 44-727

by SA FRED G. ROBINETTE, III and SA HERMAN J. LATTUS/FGR/nc Date dictated 10/9/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

RONDELL recalled the appeal of GERALDINE JANIS subsequent to her termination from employment as a Community Health Representative. At the appeal hearing in April 1973, RONDELL asked GERALDINE, "Exactly what is it that you want". She replied that all she wanted was the back pay coming to her for accrued annual leave. RONDELL assured her that if she was entitled to that pay, she would get it. She made it clear at that time that that was all she wanted. RONDELL does not recall that her termination of employment as such was ever at issue. She was further advised that if she wanted to be rehired she would have to go to the Executive Board of the Oglala Sioux Tribe because that is the authority which effected her termination and inasmuch as it was a higher authority than the Evaluation Committee.

Normally, persons who are hired by the Evaluation Committee receive recommendations from the employer that the services of the employee should be terminated for appropriate reasons. The Committee always goes along with the employer, who then terminates the employee and in these cases, the employee does have a right to appeal to the Evaluation Committee. However, this was not the case in the matter concerning GERALDINE JANIS.

At no time prior to, during, or subsequent to the appeal hearing, did JANIS make any statements indicating that she felt she had been unjustly discriminated against in the loss of her job. The reasons for her termination were that she had consorted with militant American Indian Movement (AIM) troublemakers, had participated in demonstrations and had openly advocated the overthrow of the Tribal Government. These actions were compounded by the fact that she engaged in these activities during working hours, but had not submitted annual leave requests for time off to engage in these activities.

RONDELL stated "If she had just kept her nose out of these activities and kept her mind on her work like everybody else, she wouldn't have had any problems".

NW 55293 DocId:32989685 Page 435

The decision of the Committee to uphold the action of the Executive Board in terminating her was unanimous and RONDELL believes that she was paid for her accrued annual leave the same afternoon as the hearing.

NW 55293 DocId:32989685 Page 436

Date of transcription 10/9/73

KAREN TRUEBLOOD, Secretary, Office of Economic Opportunity (OEO), Pine Ridge, South Dakota, advised that at the time OSCAR HOLLOW HORN was employed by the OEO, the Director of Programs for OEO was LELAND BEAR HEELS. HOLLOW HORN served as liaison officer between the people living in Manderson and Wounded Knee, South Dakota, and the OEO and Manpower Programs. He supervised a staff of three persons who were trainees or aides. TRUEBLOOD does not know how long HOLLOW HORN was employed in this capacity because HOLLOW HORN was here when she came on the job in November 1972. She advised that LELAND BEAR HEELS is no longer the Director of Programs, but that she had an excellent recollection of the circumstances surrounding admonishing of HOLLOW HORN as well as his final termination. Furthermore, she was able to review records which are described as time sheets inasmuch as she is the official custodian of these records.

She recalled that on February 15 and 16, 1973, HOLLOW HORN was docked 12 hours pay for absence from an in-service training program. This is about the time he was given an oral admonition by BEAR HEELS for his failure to show up. Later, because of continued absence from meetings and training sessions, HOLLOW HORN was suspended for two weeks and was charged leave without pay for the period of March 12-23, 1973. TRUEBLOOD asked BEAR HEELS at the time to put this suspension in writing, but he never got around to doing it.

Finally, by letter dated May 4, 1973, HOLLOW HORN was advised by BERL AKERS, JR., Acting Director, that he was being terminated effective May 7, 1973, inasmuch as the last day that he had been on the job was March 9, 1973.

TRUEBLOOD stated that when HOLLOW HORN's wife picked up his last check, which reported pay for accrued annual leave, she told HOLLOW HORN's wife to tell him to come in, and that if he would speak to the Director, he would probably be given another chance. However, he never

Interviewed on 10/9/73 at Pine Ridge, South Dakota File # MP 44-727

by SA FRED G. ROBINETTE, III and SA HERMAN J. LATTUS/FGR/nc Date dictated 10/9/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 437

came in or called to her knowledge. He never indicated any intention of appealing the termination.

Part of the problem in HOLLOW HORN's case was that the OEO had received numerous complaints from people in HOLLOW HORN's district (Manderson and Wounded Knee, South Dakota) who would call in and complain that HOLLOW HORN was not available, that his services and advice were needed, and that he was never around when residents of this district would call for him. TRUEBLOOD stated that HOLLOW HORN always wanted the programs to work smoothly, but that if it required any work on his part, he immediately lost interest. She summed it up by stating that HOLLOW HORN was simply undependable and lazy. He brought this action upon himself and the Program Director had no alternative but to fire him.

HW 55293 DocId:32989685 Page 438

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 10/10/73

LLOYD W. EAGLE BULL, Secretary, Oglala Sioux Tribe, Pine Ridge, South Dakota, was advised of the identities of the interviewing Agents and the nature of the interview. He was advised of his rights by SA HERMAN J. LATTUS which he declined to sign, but stated that he would answer any questions in reference to this matter.

EAGLE BULL advised that he does not wish to furnish any signed statement at this time.

EAGLE BULL stated that he is a member of the Executive Board along with RICHARD WILSON, President, and EMMA NELSON, Treasurer.

He stated that he concurred in the personnel action against GERALDINE JANIS, MINERVA WALKS OUT, DELLA STARR, and VICTORIA WOUNDED FOOT.

He stated that if any employee states that they plan and intend to overthrow the Tribal Government, it is his opinion that they mean to do just that. He stated that the present form of Government on the Pine Ridge Reservation is democratic and that if the people on this Reservation want a new Government the only way is to vote it in and not overthrow it.

He stated that he has nothing against anyone marching or demonstrating as long as the people demonstrating do not hinder or cause damage to private property or injure anyone. He stated that is is their right to demonstrate as they so wish.

He stated that he does not believe that it is right for an employee of the Oglala Sioux Tribe to demonstrate and march while employed by the tribe or demonstrate during working hours. He stated that if the employees are off duty and not working he has no objection for them to demonstrate.

He stated that there is a merit system at Pine Ridge, but that this system is presently being revised.

Interviewed on 10/10/73 at Pine Ridge, South Dakota File # MP 44-727

by SA HERMAN J. LATTUS /rmd Date dictated 10/10/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

He stated that GERALDINE JANIS has called him approximately three times in reference to this matter and during one of these calls she stated that she preferred to be fired instead of suspended from her position. He stated that no threats of any kind were made to her by him.

He stated that he was of the opinion that JANIS wanted only pay for the accrued leave she had on the books. He stated that this has been accomplished and that as far as he is concerned the situation is settled.

He stated that the reason GERALDINE JANIS and the other three individuals were fired was because they demonstrated during working hours while they should have been working at their respective jobs.

He stated that certain pieces of equipment were missing from the office where GERALDINE JANIS worked and he does not know whether or not this equipment was found.

He stated that these four individuals have filed suit in Federal Court to regain their positions of employment at Pine Ridge.

MP 44-727

On October 10, 1973, BETTY BERRY, Clerk, United States District Court, Western District, Rapid City, South Dakota, advised that their records show that on July 12, 1973, GERALDINE JANIS, DELLA STARR, VICTORIA WOUNDED FOOT and MINERVA WALKS OUT, filed suits in forma pauperis to regain their employment which they lost at Pine Ridge. She stated that this case number is Civil 73-5073.

She stated that on August 15, 1973, a motion was made to dismiss this case and as to date, no hearing has been conducted.

On October 10, 1973, DAVID R. GIENAPP, Assistant United States Attorney, Sioux Falls, South Dakota, advised that he would defer his opinion in this matter until he had an opportunity to study this report and that he would discuss this with the Departmental Attorney.

0-70 (Rev. 3-28-72)
OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27

5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Assistant Attorney General

CIVIL RIGHTS DIVISION

DATE: 10/25/73

FROM : Director, FBI

SUBJECT: SEE ATTACHED

Reference is made to your memorandum dated 9/5/73 (your file HSP:CRS:RDL:flh). DJ 144-69-175

There is enclosed one copy of the report of Special Agent SA HERMAN J. LATTUS dated 10/10/73 at MINNEAPOLIS.

A. ☒ This covers the preliminary investigation and no further action concerning a full investigation will be taken by this Bureau unless the Department so directs.

B. ☐ The investigation is continuing and you will be furnished copies of reports as they are received.

C. ☐ The investigation requested by you has now been completed. Unless advised to the contrary no further inquiries will be made by this Bureau.

D. ☐ Pursuant to instructions issued by the Department, no investigation will be conducted in this matter unless specifically directed by the Department.

E. ☐ Please advise whether you desire any further investigation.

F. ☐ This is submitted for your information and you will be advised of further developments.

G. ☐ This is submitted for your information and no further investigation will be conducted unless specifically requested by the Department.

H. ☐ This covers the receipt of a complaint and no further action will be taken by this Bureau unless the Department so directs.

Enc.

SEE NOTE PAGE TWO...

Also enclosed is one copy of each of the following:

Merit System Regulations

Memorandum to the Executive Board

Minutes of the Executive Committee

Letters to the four Victims

Copies of the Termination Notices on the above four Victims

Copies of the Termination Notices of persons from 1/1/73 to the present

Copies of a letter from the Executive Committee to Personnel Director

Memorandum from Personnel Office to Public Health Service Director

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Assistant Attorney General
Civil Rights Division

DATE: 10/26/73

FROM : Director, FBI

SUBJECT: RICHARD WILSON,
OGLALA SIOUX TRIBAL CHAIRMAN
ET AL;
GERALDINE JANIS - VICTIM
ET AL
CR

File Copy

Reference is made to my memorandum dated 10/25/73 (your file _____).

There is enclosed one copy of the report of Special Agent _____ dated _____ at _____.

A. ☐ This covers the preliminary investigation and no further action concerning a full investigation will be taken by this Bureau unless the Department so directs.

B. ☐ The investigation is continuing and you will be furnished copies of reports as they are received.

C. ☐ The investigation requested by you has now been completed. Unless advised to the contrary no further inquiries will be made by this Bureau.

D. ☐ Pursuant to instructions issued by the Department, no investigation will be conducted in this matter unless specifically directed by the Department.

E. ☐ Please advise whether you desire any further investigation.

F. ☐ This is submitted for your information and you will be advised of further developments.

G. ☒ This is submitted for your information and no further investigation will be conducted unless specifically requested by the Department.

H. ☐ This covers the receipt of a complaint and no further action will be taken by this Bureau unless the Department so directs.

16 OCT 29 1973

Enc. 2

Enclosed is one copy each of the following items:

1. Contract Document concerning the CHR Services, 1973
2. Proposal Copy (marked Proposal), which contained specific information on CHR employment

50 NOV 2 1973

AIRTEL

9/27/73

To: SAC, Minneapolis (44-727)

1 - Mr. Gardner

From: Director, FBI

RICHARD WILSON, ET AL.
GERALDINE JANIS, ET AL. -
VICTIMS
DUE PROCESS (MISC.)
CR

ReMPairtel 9/19/73.

This matter discussed with Department and they advised they have been in contact with AUSA David Gienapp and investigation requested in their letter of 9/5/73 should be conducted. Immediately reinstitute your investigation and surep within 14 days of receipt of this communication.

NOTE: Discussed with Mr. R. Dennis Ickes on 9/27/73.

MAILED 22
SEP 27 1973
FBI

Assoc. Dir.
Asst. Dir.:
Admin.
Comp. Syst.
Ext. Affairs
Files & Com.
Gen. Inv.
Ident.
Inspection
Intell.
Laboratory
Plan. & Eval.
Spec. Inv.
Training
Legal Coun.
Telephone Rm.
Director Sec'y

TMG:bap (4)

OCT 9 1973

MAIL ROOM ☐ TELETYPE UNIT ☐

FD-36 (Rev. 5-22-64)

FBI

Date: 9/19/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL
(Priority)

TO : DIRECTOR, FBI

FROM : SAC, MINNEAPOLIS (44-727)(C)

SUBJECT: RICHARD WILSON,
ET AL
GERALDINE JANIS,
ET AL - VICTIMS
DUE PROCESS (MISC.)
CIVIL RIGHTS

Re Minneapolis airtel and LHM to Bureau, 8/27/73, and Bureau airtel to Minneapolis, 9/10/73.

On 9/19/73, Assistant U.S. Attorney DAVID GIENAPP, Sioux Falls, South Dakota, advised again that since victims have filed in Federal Court to obtain employment which they claim they had lost in this matter, it is recommended that no further investigation be conducted since this is in the nature of a civil matter and not criminal and should be handled in the Federal Court.

REC'D 41

EX-106

70

SEP 26 1973

McDONOUGH

2 - Bureau
1 - Minneapolis
HJL/crv
(3)

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

U.S.Government Printing Office: 1972 — 455-574

6-122 (Rev. 6-20-73)

FBI

Transmit in _____ Via Airtel _____
(Type in plaintext or code) (Priority)

TO: SAC, Minneapolis

Date 9/10/73

From: Director, FBI

1 - Mr. Gardner

RICHARD WILSON, ET AL.
GERALDINE JANIS, ET AL. -
VICTIMS
DUE PROCESS (MISC.)
CIVIL RIGHTS

EX-105

Enclosed are two copies of a self-explanatory Departmental letter dated 9/5/73.

Complete the requested investigation in accordance with the provisions of Section 67, Volume II, Manual of Instructions, and surep within 21 days of the receipt of this communication.

State in the first paragraph of the details of your report that it contains the results of a [x] limited [ ] preliminary investigation and underscore the word [x] limited [ ] preliminary

Advise [ ] all persons interviewed
[x] appropriate officials at the outset that this investigation is being conducted at the specific request of the U. S. Department of Justice.

Remarks:

Enc. (2)

(This line for LEFT MARGIN.)

(Do not type below this line.)

MAILED 22
SEP 10 1973
FBI

TMG:bap (4)

SEE NOTE PAGE TWO...

MAIL ROOM [ ] TELETYPE UNIT [ ]

Airtel to SAC, MP
RE: RICHARD WILSON

NOTE: CRD, USDJ, requested further investigation into victims' allegations they were terminated from their employment as Community Health workers by Oglala Sioux Tribal Chairman Richard Wilson as a result of their activities in Oglala Sioux Civil Rights matters and because they signed a petition calling for a revamping of the Tribal Constitution and Government.

NW 55293 DocId:32989685 Page 448

Form DJ-150
(Ed. 4-26-65)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF JUSTICE

SEP 05 1973

DATE:

TO : Director
Federal Bureau of Investigation

JSP:CRS:RDI:flh
DJ 144-69-175

FROM : J. Stanley Pottinger
Assistant Attorney General
Civil Rights Division

SUBJECT: Richard Wilson, et al. - Subjects;
Geraldine Janis, et al. - Victims
Due Process (Miscellaneous)
CIVIL RIGHTS

Reference is made to your memorandum dated May 31, 1973 containing the report of Thomas M. Moore, Jr., dated May 20, 1973 at Minneapolis which was captioned Richard Wilson; et al., Geraldine Janis; et al. - Victims, Civil Rights. The caption has been corrected.

On August 9, 1973, Geraldine Janis telephonically (605/867-5356) advised Departmental attorney R. Dennis Ickes that no action has been taken on her termination from employment with the Community Health Program on the Oglala Sioux Indian Reservation by the Oglala Sioux Tribe Executive Board and that she is currently unable to get other employment because the Oglala Sioux Tribe Executive Board classified her termination as being because she advocated the overthrow of the tribal government. Janis stated that she, Minerva Walks Out, Della Starr, and Victoria Wounded Foot appealed their termination by the Executive Board to the Oglala Sioux Tribe Personnel Board headed by Tim Shangreaux in June, 1973, but the Personnel Board disqualified themselves and referred the matters back to the Oglala Sioux Tribe Executive Board

EXP. PROC.
31 SEP 6 1973

REC-8

SEP 6 1973

Janis stated that she and the other terminated persons named above asked the Executive Board to reinstate them, but to date the Executive Board has refused. Janis further stated that she has corresponded with the Executive Board, but the Board refuses to reply. In addition, Janis called "Toby" Eaglebull, the Secretary of the Board, concerning Board action and he stated that the Board would act on it sometime.

According to Janis, Wounded Foot and Starr did not participate in any public demonstration, but did sign a petition advocating a new form of Oglala Sioux Tribe government. Janis stated that she and Walks Out publicly demonstrated on non-working hours or by taking appropriate authorized leave.

In order to determine whether the actions by the Oglala Sioux Tribe Executive Board may violate 18 U.S.C. §242 and the Indian Bill of Rights, 25 U.S.C. §1302, please conduct the following investigation:

1. Interview Tim Shangreaux, Personnel Director, Oglala Sioux Tribe and determine:

(a) All actions taken by the personnel review board which reviewed the termination appeals of Janis, Wounded Foot, Walks Out and Starr. Obtain copies of all reports and written communications from Shangreaux and/or the personnel board to tribal officials including reports of any investigation into charges of misconduct, concerning the aforenamed individuals; both before and after they were terminated. Obtain copies of personnel regulations of the Tribe, with particular reference to those which were applied by the personnel board or by Shangreaux to the aforenamed terminated persons.

(b) Whether the Oglala Sioux Tribe Executive Board orally contacted Shangreaux or any other member of the personnel board concerning Janis, Wounded Foot, Starr, or Walks Out prior to the Executive Board's action terminating those persons. Obtain a detailed description of any such conversations.

(c) What appeal procedures are available in administrative review of termination decisions. Obtain copies of such regulations outlining those procedures and determine whether Janis and the others named above complied with those procedures.

(d) The names, addresses, and telephone numbers of all persons who have been terminated from tribal employment since January 1, 1973. Obtain copies of all such written notices, minutes, and other written communications which reflect the names of persons terminated and the reasons for their termination.

2. Interview the members of the Oglala Sioux Tribe Executive Board and determine whether they concurred in the personnel actions taken by the Board concerning termination and other personnel actions taken with regard to Janis, Wounded Foot, Starr, or Walks Out during 1973. Also determine what conduct by these individuals the Board members believe to constitute "partisan activity;" or which constitute "actions to overthrow the tribal government." Determine also whether there is any further Executive Board action contemplated concerning the termination appeals of Janis and the other named victims. If so, determine the dates and nature of the planned action on the appeals.

3. Interview Elmer LaPointe, Community Health Coordinator for the Bureau of Indian Affairs in Aberdeen, South Dakota and determine:

(a) Whether he has ever advised Janis or any other Community Health Representative employee at Pine Ridge, South Dakota that they were free to join any organization they wished and to take part in any demonstration they wished as long as they did so on their own time and not during working hours. Determine the details of any such conversations. If appropriate, also determine the hiring, promotion, demotion and termination procedures of the Community Health Service and the Oglala Sioux Tribe's authority over Community Health Representative personnel in this regard. If the Community Health Service has such authority in Aberdeen, determine the proper procedures for terminating Community Health Representative employees.

4. Interview the members of the Oglala Sioux Tribe Personnel Policies Board and determine:

(a) The dates that each assumed office on this Board.

(b) The authority of the Board.

(c) The function it has concerning the hiring, promotion, demotion, and termination, and appeals from termination of employees of the Community Health Services. Obtain copies of all rules and regulations.

(d) The means whereby each was designated to the Board (i.e., by appointment by Oglala Sioux Tribe chairman, by election, etc.).

(e) Actions which the Board took concerning the termination of Janis and the other named victims.

5. Interview the Secretary to the Oglala Sioux Tribal Council and determine:

(a) Whether the tribal council or the Oglala Sioux Tribe Executive Board enacted any resolution or ordinance which established a Merit System for the Oglala Sioux Tribe. Obtain copies of such ordinances and resolutions. Also, determine whether any of those ordinances or resolutions were repealed and obtain copies of each appeal.

6. Interview the appropriate official who maintained the time and pay records for Janis and the other named victims (the appropriate official may be Francis Killer of Vermillion, South Dakota) and determine:

(a) The dates and hours on each of those dates during which each of the above named victims took annual leave, administrative leave, sick leave, leave without pay, or other leave from their employment with the Community Health Service between January 1, 1973 and the date each left Community Health Representative employment.

7. Interview Special Officer of the Bureau of Indian Affairs, Del Eastman and determine:

(a) The dates of all public demonstrations at the Bureau of Indian Affairs Building in Pine Ridge from January 1, 1973 to June 31, 1973.

(b) The authorization given by law enforcement officials to persons who demonstrated, if any, (i.e., the boundaries within which the demonstration could be held, the number of people who could attend, the limitations placed on signs, placards, etc.).

(c) The names, addresses, and phone number of all persons whom requested permission to demonstrate, the dates each requested permission and which of those requests were refused. If any were refused, determine the reason for each.

The minutes of the Executive Committee Meeting for April 4, 1973 (a copy is contained in the report of Special Agent Thomas M. Moore dated May 20, 1973 at Minneapolis and attached to your memorandum to this Division dated May 31, 1973) indicate that Barbara Means was terminated as Clerk of Courts because "she participated in a public demonstration advocating the overthrow of the elected government of the Oglala Sioux Tribe."

On August 13, 1973, Means telephonically (605/867-5356) advised Departmental attorney R. Dennis Ickes that she broke her left arm in four places on January 16, 1973 and on Dr. Guenther's advice (Rushville, Nebraska) took sick leave from February 7, 1973 to June 1, 1973. On March 8, 1973, Means participated in a public demonstration on the lawn of the Bureau of Indian Affairs Building in Pine Ridge. On March 6, 1973, Means assisted in drafting a petition against the tribal government and helped obtain signatures as well as signing it herself. On March 29, 1973, Sidney Witt, tribal prosecutor, told Means that she had been suspended

from her job and gave her a memorandum to that effect. According to Means, suspension is temporary until a hearing is held at which time a decision is made concerning her employment. However, Means stated that she received no hearing and learned through friends on approximately April 21, 1973 that she had been fired by the Oglala Sioux Tribe Executive Committee on April 4, 1973. No written notice of her firing was received by Means.

8. Interview Means and obtain a signed statement from her describing the events referred to in the above telephone conversation. Also, obtain copies of the following documents:

(a) Dr. Guenther's written statement concerning his recommendation for Means.

(b) Sidney Witt's memorandum to Means saying she was suspended.

(c) All other documents which reflect upon Means' employment and termination as Clerk of Courts.

Also in the Departmental attorney's telephone conversation with Janis on August 9, 1973 referred to above, Janis alleged that other tribal employees had been fired because of their participation in public demonstrations or in signing circulated petitions. Janis noted that Carmel Means was enticed into resigning a merit-protected job as fiscal manager for the local Office of Economic Opportunity with the promise that she would be given a job at the Pine Ridge College Center with a higher salary; but that she was fired two days later by Dick Wilson who was on the College's Board of Directors which had to approve all hirings.

Departmental attorney Ickes was telephonically contacted by Carmel Means on August 13, 1973 (605/867-5787). She stated that she had been fiscal manager for Office of Economic Opportunity for a year at a salary of $9,780 per year and had been an employee of Office of Economic Opportunity since 1968. Jim Hand and Tony Frescas (phonetic), both in administration at the College Center, promised Means that if she resigned from the Office of Economic Opportunity she could get a job as bookkeeper at the College Center for $10,000 per year. They promised that the Board of Directors of the Center had indicated that they wanted only Means to work there.

According to Means, she resigned from the Office of Economic Opportunity on July 20, 1973 and started work at the Center on July 23, 1973 and worked until July 24, 1973 when Frescas told her that Dick Wilson was "raising hell" about the Center hiring her; therefore, Means was fired. She was told by Frescas that she could appear before the Center's Board of Directors meeting on August 9, 1973 and apply for the job. Means said she did not attend the August 9, 1973 meeting because she knew she would not get the job based on her July 24, 1973 experience with Frescas and Wilson's opposition. Means believes that she was enticed into resigning her job at the Office of Economic Opportunity so that the Office of Economic Opportunity position could be used to reward a supporter of Wilson. Means stated that Helen Palmier replaced her at the Office of Economic Opportunity, but does not know who replaced her at the Center.

Means stated that she signed a petition to replace the tribal constitution and has associated with Janis. According to Janis, Wilson has made the statement in the presence of Lillian Cooney (sister to Carmel Means) and Karen Trueblood (an Office of Economic Opportunity employee) that he was starting

his campaign for re-election as tribal chairman already and that he would fire all of those who worked against him and would hire his friends. Means believes that Cooney will share her information with investigating agents, but that Trueblood may be afraid to cooperate. Means noted that similar tactics have been attempted on Cooney who also works at the Office of Economic Opportunity.

Janis further alleged in her telephone conversation that Oscar Hollow Horn, a former Office of Economic Opportunity coordinator at Manderson, South Dakota, and a current resident of Wounded Knee was fired because he "was not interested in his job." Hollow Horn had signed the above described petition.

9. Obtain the details of the Carmel Means incident by:

(a) Obtaining a signed statement from Means describing the incident concerning her resignation from the Office of Economic Opportunity and subsequent firing by the College Center.

(b) Interviewing Jim Hand and Tony Frescas concerning:

(1) All contacts and the substance of those contacts with Means wherein either of them made offers of employment at the College Center. If they did make offers of employment, determine what the terms of the offer were, what authority each possessed to make the offer, what instructions they had from the Center's Board of Directors or other supervisory

authority concerning the offer, why Means was given such an offer, who instructed them to make Means such an offer, and other details which would disclose the motivation and purpose of the request by Hand and Frescas for Means to quit her job at the Office of Economic Opportunity.

(2) The proper procedures for a person to obtain a position as bookkeeper at the College Center and whether the position is a merit position. Determine whether Hand or Frescas knew the proper procedures prior to advising Means to resign her position at the Office of Economic Opportunity.

(3) Whether they had been instructed by other persons to offer Means employment at the Center, by whom, and for what reasons.

(c) Interviewing at least three members of the College Center Board of Directors, including Dick Wilson, if he is a director, and determine:

(1) The Board's authority concerning the hiring of new personnel for the College Center, particularly bookkeeper(s).

(2) Whether any director recommended that certain persons be hired as bookkeeper since July 1, 1973; or that certain persons be prohibited from being hired for that position.

(3) Whether Dick Wilson objected to the hiring of any persons at the Center since July, 1973; and whether he informed any persons at the Center of his objections. If so, determine the details of such conversations. Determine Wilson's authority to hire, promote, demote, suspend, or terminate employees. If he possesses such authority, determine the names, addresses, and phone numbers of all persons he has suspended or terminated since January 1, 1973 and the reason they were suspended or terminated.

(d) Interviewing Helen Palmier and determining:

(1) When she was hired at the Office of Economic Opportunity and for which position.

(2) Who recommended that she apply at the Office of Economic Opportunity, when, and for what stated reasons.

(e) Interviewing Lillian Cooney and determining:

(1) Whether she was a witness to any statement by Dick Wilson that he was starting his campaign for re-election as tribal chairman and that he would fire his enemies and hire his friends.

(2) Whether she has been encouraged to quit her job at the Office of Economic Opportunity; if so, by whom and on what promises or threats.

(f) Interviewing Trueblood and determining:

(1) The information requested in (e)(1) above.

10. Interview Oscar Hollow Horn and determine the details concerning his employment, termination, and appeals from termination, if any. Obtain copies of all documents regarding his suspension and/or termination. Determine whether Hollow Horn has exhausted all administrative appeals.

FBI

Date: 8/27/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL
(Priority)

TO: DIRECTOR, FBI

FROM: SAC, MINNEAPOLIS (44-727) (C)

SUBJECT: RICHARD WILSON, ET AL;
GERALDINE JANIS, ET AL - VICTIMS
CIVIL RIGHTS
(OO: MINNEAPOLIS)

Re Bureau airtel to Minneapolis dated 8/17/73.

Enclosed are five copies of LHM reflecting investigation conducted in this matter.

ADMINISTRATIVE

United States Attorney WILLIAM F. CLAYTON, Sioux Falls, South Dakota, was advised by separate communication his decision in this matter.

REC-19

2 - Bureau (Enc. 5)
2 - Minneapolis
HJL:sks
(4)

6 AUG 30 1973

SIX

54 SEP

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

U.S.Government Printing Office: 1972 — 455-574

UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to File No.

Minneapolis, Minnesota

August 27, 1973

RICHARD WILSON;
GERALDINE JANIS - VICTIMS

On August 2, 1973, Tim Shangreaux, Personnel Director of Oglala Sioux Tribe, Pine Ridge, South Dakota, advised that victims were given ample opportunity for them to file an appeal before the Executive Board.

On August 2, 1973, Loyd W. Eagle Bull, Secretary, Oglala Sioux Tribe, Pine Ridge, South Dakota, advised that victims have filed charges in Federal Court at Rapid City, South Dakota, in an effort to obtain employment, which they claim they lost by participating in American Indian Movement (AIM) activities at Pine Ridge.

On August 6, 1973, Assistant United States Attorney R. D. Hurd, Sioux Falls, South Dakota, advised that since victims have filed in Federal Court to obtain employment which they claim they had lost in this matter, it is recommended that no further investigation be conducted in this matter since this is in the nature of a civil matter and is not criminal.

This document contains neither recommendations nor conclusions of the Federal Bureau of Investigation (FBI). It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

ENCLOSURE

AIRTEL

8/17/73

To: SAC, Minneapolis (44-727)

REC-75

From: Director, FBI

1 - Mr. Gardner

RICHARD WILSON, ET AL.
GERALDINE JANIS, ET AL. - VICTIMS
CIVIL RIGHTS
OO: MP

EX-105

ReMPairtel 8/10/73.

By return mail, suLHM information contained in reairtel.

MAILED 20
AUG 17 1973
FBI

Assoc. Dir. ____
Asst. Dir.:
Admin. ____
Comp. Syst. ____
Files & Com. ____
Gen. Inv. ____
Ident. ____
Inspection ____
Intell. ____
Laboratory ____
Plan. & Eval. ____
Spec. Inv. ____
Training ____
Legal Coun. ____
Cong. Serv. ____
Corr. & Crm. Research ____
Press Off. ____
Telephone Rm. ____
Director Sec'y ____

TMG:bap (4)

58 AUG 27 1973

F35

MAIL ROOM [✓] TELETYPE UNIT [ ]

FD-36 (Rev. 5-22-64)

FBI

Date: 8/10/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIRMAIL
(Priority)

TO: DIRECTOR, FBI

FROM: SAC, MINNEAPOLIS (44-727) (C)

SUBJECT: RICHARD WILSON,
ET AL;
GERALDINE JANIS,
ET AL - VICTIMS
CR
(OO: MINNEAPOLIS)

Re Minneapolis teletype to the Bureau dated 7/16/73.

On 8/2/73 TIM SHANGREAUX, Personnel Director of Oglala Sioux Tribe, Pine Ridge, South Dakota, advised that victims were given ample opportunity for them to file an appeal before the Executive Board.

On 8/2/73 LOYD W. EAGLE BULL, Secretary, Oglala Sioux Tribe, Pine Ridge, South Dakota, advised that victims have filed charges in Federal Court at Rapid City, South Dakota, in an effort to obtain employment, which they claim they lost by participating in AIM activities at Pine Ridge.

On 8/6/73, AUSA R. D. HURD, Sioux Falls, South Dakota, advised that since victims have filed in Federal Court to obtain employment which they claim they had lost in this matter, it is recommended that no further investigation be conducted in this matter since this is in the nature of a civil matter and is not criminal.

REC-75

USA will be advised by letter re his decision in this matter.

2 - Bureau
1 - Minneapolis
HJL:sks
(3)

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

U.S.Government Printing Office: 1972 — 455-574

Dated 7/16/73

Transmit the following in PLAINTEXT
(Type in plaintext or code)

Via TELETYPE NITEL
(Priority)

TO: DIRECTOR, FBI

FROM: SAC, MINNEAPOLIS (44-727) (P)

RICHARD WILSON, ET AL; GERALDINE JANIS; ET AL - VICTIM; CIVIL RIGHTS; CO: MINNEAPOLIS.

RE BUREAU AIRTEL TO MINNEAPOLIS DATED 7/3/73.

ON 7/16/73 AFTER NUMEROUS ATTEMPTS TO CONTACT THE FIVE MEMBER POLICY BOARD, OGLALA-SIOUX TRIBE, PINE RIDGE, SOUTH DAKOTA, ADVISED THAT FINAL DISPOSITION HAS NOT BEEN MADE IN THIS MATTER.

HE STATED THAT THE SELECTION COMMITTEE DISQUALIFIED THEMSELVES IN MAKING A FINAL DECISION AND LEFT THIS DECISION TO THE EXECUTIVE BOARD OF THE OGLALA-SIOUX TRIBE.

HE STATED THAT HE COULD GIVE NO APPROXIMATE DATE FOR A FINAL DECISION IN THIS MATTER.

MINNEAPOLIS AT PINE RIDGE, SOUTH DAKOTA, WILL MAKE NO FURTHER CONTACT WITH THE SUBPOENAS IN THIS MATTER AND WILL REPORT IMMEDIATELY UPON ITS COMPLETION.

REC-30 ST-102

16 JUL 18 1973

59 JUL 25 1973

AIRTEL

7/3/73

To: SAC, Minneapolis (44-727)

1 - Mr. Gardner

From: Acting Director, FBI

RICHARD WILSON, ET AL.
GERALDINE JANIS; ET AL. - VICTIMS
CIVIL RIGHTS
OO: MP

ReMPrep of SA Thomas M. Moore, Jr., dated 5/20/73.

Surep complete results of investigation or advise reasons for delay.

MAILED 9
JUL 3 1973
FBI

ST-106

REC-67

TMG:bap (4)

Mr. Felt
Mr. Baker
Mr. Callahan
Mr. Cleveland
Mr. Conrad
Mr. Gebhardt
Mr. Jenkins
Mr. Marshall
Mr. Miller, E.S.
Mr. Soyars
Mr. Thompson
Mr. Walters
Tele. Room
Mr. Baise
Mr. Barnes
Mr. Bowers
Mr. Herington
Mr. Conmy
Mr. Mintz
Mr. Cardley
Mrs. Sims

TELETYPE UNIT

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	5/20/73	4/11 - 5/14/73

TITLE OF CASE	REPORT MADE BY	TYPED BY
RICHARD WILSON, OGLALA SIOUX TRIBAL CHAIRMAN; EMMA T. NELSON, OGLALA SIOUX TRIBAL TREASURER; LLOYD W. EAGLE BULL, OGLALA SIOUX TRIBAL SECRETARY; GERALDINE JANIS - VICTIM; VICTORIA WOUNDED FOOT - VICTIM; DELLA STARR - VICTIM; MINERVA WALKS OUT - VICTIM	SA THOMAS M. MOORE, JR.	mbw
	CHARACTER OF CASE CR	

REFERENCE: Minneapolis airtel and LHM to Bureau dated 4/24/73.

- P -

LEAD

MINNEAPOLIS

AT PINE RIDGE, SOUTH DAKOTA. Will on or about 6/30/73 contact TIM SHANGREAUX, Personnel Policy Board, Oglala Sioux Tribe, to determine the status of the appeal of GERALDINE JANIS.

EX-PROC

ACCOMPLISHMENTS CLAIMED ☐ NONE					ACQUIT-TALS	CASE HAS BEEN:
CONVIC.	FUG.	FINES	SAVINGS	RECOVERIES		PENDING OVER ONE YEAR ☐ YES ☐ NO PENDING PROSECUTION OVER SIX MONTHS ☐ YES ☐ NO

APPROVED SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

COPIES MADE:

2 - Bureau
1 - USA, Sioux Falls
1 - Departmental Attorney R. DENNIS ICKES
Department of Justice, Pine Ridge
2 - Minneapolis (44-727)

REC-34

7 MAY 29 1973

McDONOUGH

Dissemination Record of Attached Report			
Agency			
Request Recd.			
Date Fwd.			
How Fwd.			
By			

Notations

SIX DATA PROC

54 JUN 8 1973

COVER PAGE

MP 44-727

ADMINISTRATIVE

All persons interviewed in connection with this matter were advised that this investigation was being conducted at the specific request of the Assistant Attorney General, Civil Rights Division, U.S. Department of Justice.

Departmental Attorney R. DENNIS ICKES has requested that no further information be conducted except to follow the appeal of GERALDINE JANIS before the Personnel Policy Board of the Oglala Sioux Tribe, Pine Ridge, South Dakota.

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls
1 - Departmental Attorney, R. DENNIS ICKES
Department of Justice, Pine Ridge

Report of: SA THOMAS M. MOORE, JR. Office: MINNEAPOLIS
Date: 5/20/73

Field Office File #: 44-727 Bureau File #:

Title: RICHARD WILSON, OGLALA SIOUX
TRIBAL CHAIRMAN;
EMMA T. NELSON, OGLALA SIOUX TRIBAL TREASURER;
LLOYD W. EAGLE BULL, OGLALA SIOUX TRIBAL SECRETARY;
GERALDINE JANIS - VICTIM;
VICTORIA WOUNDED FOOT - VICTIM;
DELLA STARR - VICTIM;
MINERVA WALKS OUT - VICTIM

Character: CIVIL RIGHTS

Synopsis: Victims GERALDINE JANIS and MINERVA WALKS OUT alleged they had been terminated from employment as community health workers by Oglala Sioux Tribal Chairman RICHARD WILSON as a result of their activities opposing Tribal constitution and government. GERALDINE JANIS on 5/13/73 advised she has not received formal notification of the scheduling of her appeal before the Personnel Policy Board of the Oglala Sioux Tribe, Pine Ridge, South Dakota. TIM SHANGREAUX, Director, Personnel Policy Board, advised that he expects JANIS' appeal to be heard within a couple of weeks following termination of hostilities at Wounded Knee, South Dakota.

- P -

DETAILS:

On April 11, 1973, GERALDINE JANIS and MINERVA WALKS OUT, Pine Ridge, South Dakota, advised Special Agent (SA) THOMAS R. PARKER of the FBI that they had recently been terminated from their employment as Community Health workers by Oglala Sioux Tribal Chairman RICHARD WILSON. They stated their employment termination was the direct result of the fact that they are active in Oglala Sioux civil rights matters and had signed a petition calling for a revamping of the Tribal constitution and government.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

U. S. GOVERNMENT PRINTING OFFICE

In support of the above allegation, MINERVA WALKS OUT furnished photostatic copies of the following documents:

1) A Termination Notice dated April 9, 1973

2) Ogiala Sioux Tribe Memorandum dated April 5, 1973

3) Two pages entitled "Minutes of the Executive Committee Meeting, April 4, 1973"

4) An Ogiala Sioux Tribal Court Order

NW 55293 DocId:32989685 Page 470

P.O. BOX G
PINE RIDGE, SOUTH DAKOTA 57770

TERMINATION NOTICE

DATE: April 9, 1973

NAME OF EMPLOYEE: Minerva Walks Out

SOCIAL SECURITY NUMBER: JFK Act 6 (3)

JOB TITLE: Community Health Representative Secretary

DEPARTMENT OR PROGRAM: Community Health Representative Program

EFFECTIVE DATE OF TERMINATION: April 5, 1973

REMARKS: On April 4, 1973 the Executive Board terminated your employment as CHR Secretary. The Board took this action because of your demonstrating to overthrow the Tribal Government.

You have the right to appeal this action to the Oglala Sioux Tribal Evaluation Committee. You must submit in writing to the Committee ten days after receipt of this Termination Notice.

The action in this notice is effective immediately.

EMPLOYEE WAS NOTIFIED THIS DAY, Monday, April 9, 1973
BY THE PERSONNEL DEPARTMENT OF THE OGLALA SIOUX TRIBE.

3

Tim Shangreaux
Tim Shangreaux
Personnel Director

TO: Personnel Director

FROM: Executive Committee

SUBJECT: CHR Personnel, Termination of

The following employees have been terminated from their positions as Community Health Representatives, effective on notice as on the 5th day of April, 1973.

It is recommended that you give notice to these persons immediately.

1. Geraldine Janis
2. Victoria Wounded Foot
3. Ellen Moves Camp
4. Della Starr
5. Minerva Walks Out
6. Emma Bordeaux

I hereby certify that this action has been taken by the Executive Committee in regular session on the 4th day of April, 1973.

Lloyd W. Eaglebull

Lloyd W. Eaglebull, Secretary
Oglala Sioux Tribe

NW 55293 DocId:32989685 Page 472

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
April 4, 1973

This Regular Session of the Executive Committee was held in the office of the Tribal President at 10:30 a.m. with Dick Wilson presiding. Members present were Treasurer, Emma T. Nelson and Secretary, Lloyd W. Eaglebull.

1. MEMORANDUM FROM OST COURT PROSECUTOR - The following memorandum was considered by the Executive Committee:

March 19, 1973
TO: Executive Board
FROM: Sidney Witt, Prosecutor, OST Court
SUBJECT: Dismissal of Barbara Means as Clerk of Courts

I am recommending that Barbara Means be removed from the position as Clerk of Courts for conduct unbecoming a public official. On March 8, 1973 she participated in a public demonstration advocating the over throw of the elected government of the Oglala Sioux Tribe.

I would also like to recommend that Ivy Goings who is presently Deputy Clerk of Courts be promoted to fill the position left vacant by Barbara Means dismissal.

/S/ Sidney T. Witt
Prosecutor

The Executive Committee unanimously voted to accept the recommendation to terminate Barbara Means as Clerk of Courts effective March 19, 1973.

The Executive Committee also promoted Ivy Goings to fill the position as Clerk of Courts effective March 19, 1973.

2. TERMINATION OF CHR PERSONNEL - Actions of the following CHR Personnel was discussed by the Executive Committee: Geraldine Janis, Della Starr, Victoria Wounded Foot, Ellen Noves Camp, Minerva Walks Out and Emma Bordeaux. These persons, by public demonstrations, advocated the over throw of the Tribal Government and the Executive Committee feels that these persons are not drawing salary from the CHR Program for such actions during regular working hours.

It was the unanimous decision of the Executive Committee that these persons be terminated from the CHR Program effective April 5, 1973. Appeals from this decision may be made to the Personnel Review Board.

3. BERNICE ROMERO JANIS - The Committee discussed actions of the person of Bernice Romero Janis and by unanimous action a decision was made to suspend this employee effective March 29, 1973.

4. TEMPORARY DIRECTOR OF CHR PROGRAM - A temporary Director for the CHR Program was discussed and by unanimous action of the Board Members that Mrs. Amanda Douthit be appointed to serve as a temporary Director effective Friday, April 6, 1973.

NW 55293 DocId:32989685 Page 473

5. RESOLUTION NO. 16[illegible]0 - A resolution number 763-1[illegible] requesting a grant for the United States Depa[illegible]ment of Transportation was rev[illegible]ved and approved by unanimous vote of the Executive Committee.

6. COMMODITIES PROGRAM - Due to the death of Leo Wilcox, Commodities Director is now vaccant. Gene Merdanian, with experience of long services in this program, is hereby appointed to the position of Commodities Program Director effective March 30, 1973 as carried by unanimous vote. The Committee request that the new Director make such recommendations he may feel necessary for the personnel and positions within the Commodities Program.

CERTIFICATION

I, as Secretary of the Oglala Sioux Tribal Executive Committee, hereby certify that the foregoing are the true actions of this Committee at a Regular Session held on April 4, 1973.

Lloyd W. Eaglebull, Secretary
Oglala Sioux Tribe

ATTEST:

Dick Wilson, President
Oglala Sioux Tribe

NW 55293 DocId:32989685 Page 474

WHEREAS, a petition h been filed into the Ogla Sioux Tribal Court by the petitioner Sidney witt, that six Employees of the Community Health Aide Program including the Director Geraldine Janis have been dismissed by the Executive Board of the Oglala Sioux Tribe. That the Community Health Aide Program is a Tribally run Program.

WHEREFORE: BE IT AND IT IS HEREWITH ORDERED, ADJUDGED AND DECREED:

THAT, the Court of the Oglala Sioux Tribe hereby grants a Court Order directing the Police Depacrtment to go the offices of the Community Health Aides and collect all keys to the said offices and to collect the keys to all vehicles used by the Community Health Aides and to impound all books and records requested by the Executive Board of the Oglala Sioux TRibe.

THAT, any person or persons may show cause why this Court Order should not stand as committed.

THAT, this Court Order shall stand as committed until otherwise changed by the entitled Court of the Oglala Sioux Tribe.

THAT, failure to abide by this Order, any person or persons will be held for prosecution under Section 72, of the Revised Code of the Oglala Sioux Tribe entitled, "DISOBEDIENCE TO THE LAWFUL ORDER OF THE COURT."

DONE THIS 9th DAY OF April, 1973, IN THE COURT HOUSE OF THE OGLALA SIOUX TRIBE, PINE RIDGE AGENCY, STATE OF SOUTH DAKOTA, COUNTY OF SHANNON.

ATTEST:

Clerk of Court

BY THE COURT:

Chief Judge

CERTIFICATION OF SERVICE

I, HEREBY, CERTIFY THAT I HAVE SERVED THIS COURT ORDER ON THIS 9TH DAY OF April, 1973, AS DIRECTED:

Duane J. Brewer
Name

Lt. of Police
Title

(1) Date of transcription April 24, 1973

GERALDINE JANIS, Pine Ridge, South Dakota, was interviewed by Special Agents of the FBI. Prior to the interview, JANIS was advised of the identity of the Agents as being Special Agents of the FBI and that the interview concerned her recent termination from her position with the Community Health Program. She then furnished the following signed statement:

"April 21, 1973
"Pine Ridge, South Dakota

"I, GERALDINE JANIS, make the following voluntary and true statement to Special Agents JOSEPH C. MC DONALD and MARVIN J. BRACKEN who have identified themselves to me as Special Agents of the Federal Bureau of Investigation:

"I was employed as the Director of the Community Health Representative Program on the Oglala Sioux Indian Reservation, Pine Ridge, South Dakota. This program is funded by the Health, Education and Welfare Department of the United States government and it is administered by the Oglala-Sioux Tribe (OST). The headquarters of the Community Health Representatives Program (CHRP) is located in a building at the Pine Ridge Airport.

"On April 9, 1973, DIANE J. BREWER, OST Police Department, gave me a termination notice that I had been terminated from my employment from the CHRP, effective as of April 5, 1973, because I demonstrated to overthrow the Tribal Government. He also gave me termination notices for VICTORIA WOUNDED FOOT, ELLEN HOWES CAMP, EMILA SEMP, MINERVA WALKS OUT and ELNA BORDEAU, who were also employed by CHRP. These notices stated that we had been terminated from our jobs with CHRP by the

Interviewed on 4/23/73 at Pine Ridge, South Dakota File # MP 44-727

SA MARVIN J. BRACKEN
by SA JOSEPH C. MC DONALD JCM:vkb Date dictated 4/23/73

8

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

"Executive Board of the OST and that we had ten days after receipt of this termination notice in which to submit in writing an appeal of this action to the OST Evaluation Committee.

"I did participate in demonstrations against the administration of RICHARD WILSON, the OST Chairman, which were held in front of the Bureau of Indian Affairs building, Pine Ridge, South Dakota. BARBARA MEANS had obtained a Permit from the OST Police Department, Pine Ridge, South Dakota, on all occasions when these demonstrations were held. The demonstrations were held for the purpose of advocating a new form of OST government and against the policies carried on by Tribal Chairman, RICHARD WILSON. I feel that the Executive Board of the OST acts without the entire 15 council representatives being consulted, and therefore, the people are not being represented properly. . . . .

"RICHARD WILSON was well aware that I was against him and his administration and he was just waiting for an opportunity to fire me from my employment. BELLA STARR had told me that RICHARD WILSON had offered my position to VIVIAN AMIOTTE, a licensed practical nurse, a short time after he was elected tribal chairman.

"I believe that RICHARD WILSON and the Executive Board used my participation in the demonstrations and my membership in the Oglala Sioux Civil Rights Organization as an excuse to terminate my employment. I believe that I was fired merely for exercising my right under the Constitution of the United States to participate in a peaceful demonstration and to belong to any lawful organization.

NW 55293 DocId:32989685 Page 477

"I did not participate in any demonstrations during working hours, and when I did so participate, I had taken annual leave, that is, time off from work.

"ELMER LA POINTE, CHR Coordinator, who is located in Aberdeen, South Dakota, had advised me that I was free to join any organization I wished to join as I had told him that I had joined the Oglala Sioux Civil Rights Organization. LA POINTE also told me that I was free to take part in any demonstration as long as I did so on my own time and not working hours.

"According to OST Personnel Policies, I should have been given a two week notice and it should have been this board which gave me the notice rather than the OST Executive Board. The following are members of the Personnel Policies Board known to me:

"GUY RONDELL of the Presbyterian Church, a Minister.

"RAY MC HUE of the Faith Mission.

"In fact, on approximately April 16, 1973, RAY MC HUE told me the Personnel Policy Board was meeting on that date and he asked me if I was going to appeal my dismissal. MC HUE told me that he did not know that I had been fired until he had received a letter from the OST Executive Board subsequent to my dismissal.

"A Resolution had been passed in the OST administration prior to RICHARD WILSON's administration placing in effect the Merit System which would have included all Tribal Programs, including the functions of the Personnel Policy Board. During DICK WILSON's administration,

MP 44-727
(4)

"the Executive Board began hiring and firing people on their own volition. Subsequently in order to obtain certain programs, e.g. Public Service Careers, a Merit System was required and because of the complaints of the OST residents, RICHARD WILSON began using the Merit System again. After I was fired I talked to CLEVELAND NELSON, who is employed by the Bureau of Indian Affairs, U. S. Department of the Interior, and who was apparently acting in the place of STANLEY LYMAN, the Bureau of Indian Affairs Superintendent of the Pine Ridge Indian Reservation.

"I called LYMAN's office on that occasion by telephone and NELSON answered the phone. NELSON advised me at that time that to his knowledge the Merit System Resolution was still in effect. The Resolution pertaining to the Merit System has a number which I do not know.

"A letter was sent by registered U. S. Mail appealing this job termination in my name and in the names of MINERVA WALKS OUT, DELIA STARR and VICTORIA WOUNDED FOOT on April 16, 1973. MINERVA WALKS OUT typed this appeal letter and it was signed by the above three women and myself. This letter was mailed to the OST Executive Board.

"The records of the CERP are presently in the possession of BARNES KILLER, a Certified Public Accountant, Vermillion, South Dakota. He took these records on April 6, 1973, for quarterly auditing purposes. Annual leave records are also contained in these books.

NW 55293 DocId:32989685 Page 479

"I also solicited signatures for a petition to "Petition of the Oglala Sioux People to the Secretary of the Interior For a Referendum Vote to Revoke The Constitution and Bylaws of the Oglala Sioux Tribe and To establish a New Form of Government For the People' and I signed this petition myself. I was also the signature of witness on pages of this petition when they were notarized. These petitions were taken to Superintendent STANLEY LYMAN. I feel that this is another reason why RICHARD WILSON had me fired. All work performed by me in behalf of this petition was performed on my own time.

"I have read this statement which consists of 7 pages and it is true and correct to the best of my knowledge.

"/s/ GERALDINE M. JANIS

"Witness:

"JOSEPH C. MC DONALD, Special Agent, F.B.I.

"Witness:

"MARVIN J. BRACKEN, Special Agent, F.B.I."

GERALDINE JANIS further advised that ELLEN MOVES CAMP has been in Wounded Knee, South Dakota, since this town was seized by AIM (American Indian Movement) supporters. She stated ELLEN MOVES CAMP had also been fired from her position with CHRP but that she would have been dismissed due to her absence from work. JANIS advised that ELLEN MOVES CAMP had sent a message from Wounded Knee approximately in the last week of March, 1973, that she wished to resign from her job with CHRP.

NW 55293 DocId:32989685 Page 480

Mrs. JANIS also stated that EMA BORDEAUX who had also been fired from her job with CHRP had resigned about two weeks prior to the actual firing and had moved to Nebraska.

The following is a description of GERALDINE JANIS as obtained through interview and observation:

Name	GERALDINE JANIS
Birth Data	May 28, 1928 Pine Ridge, South Dakota
Address	Box 44 Pine Ridge, South Dakota
Husband	IVAL JANIS
Height	5 feet 7 inches
Weight	130 pounds
Complexion	Dark
Hair	Black
Eyes	Brown
Social Security Number	JFK Act 6 (3)

NW 55293 DocId:32989685 Page 481

MP 44-727

On May 13, 1973, GERALDINE JANIS advised she has not received formal notification of the scheduling of her appeal before the Personnel Policy Board of the Oglala Sioux Tribe, Pine Ridge, South Dakota.

TIM SHANGREAUX, Director, Personnel Policy Board, advised on May 14, 1973, that meetings of the Personnel Policy Board are normally held on the first and third Tuesday of each month. SHANGREAUX said that the turmoil at Wounded Knee has effected the scheduling of the appeal hearing of GERALDINE JANIS. SHANGREAUX stated that JANIS' appeal would possibly be held within a couple of weeks following the termination of the hostilities at Wounded Knee.

Departmental Attorney R. DENNIS ICKES has requested that no further information be conducted except to follow the appeal of GERALDINE JANIS before the Personnel Policy Board of the Oglala Sioux Tribe, Pine Ridge, South Dakota.

NW 55293 DocId:32989685 Page 482

FD-365 (Rev. 8-9-71)

F B I

Date: 4/24/73

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL AIR MAIL
(Priority)

To: Director, FBI ATTENTION:

From: SAC, Minneapolis(44-727)(P) [X] CIVIL RIGHTS SECTION
GENERAL INVEST. DIV.
[ ] DOMESTIC INTELLIGENCE DIV.

Subject: RICHARD WILSON, OGLALA SIOUX TRIBAL CHAIRMAN; EMMA T. NELSON, OGLALA SIOUX TRIBAL TREASURER; LLOYD W. EAGLE BULL, OGLALA SIOUX TRIBAL SECRETARY; GERALDINE JANIS -VICTIM; VICTORIA WOUNDED FOOT - VICTIM; DELLA STARR - VICTIM; MINERVA WALKS OUT - VICTIM. CIVIL RIGHTS

[X] CR [ ] EL [ ] DIH [ ] CRA-64
[ ] PA [ ] PE [ ] PF [ ] E
[ ] EID [ ] Bomb Threats [ ] Extremist Matters
[ ] White Hate [ ] Black

Summary of Complaint: GERALDINE JANIS stated she was terminated from her employment with the Community Health Representatives Program by the Oglala Sioux Executive Board, effective 4/5/73, for advocating the overthrow of the Oglala Sioux Tribal Government. JANIS stated she lawfully took part in demonstrations against the present Oglala Sioux Administration and that these actions on her part were used by the Oglala Sioux Executive Board as an excuse to terminate her employment. JANIS has appealed this termination to the Oglala Sioux Executive Board. R. DENNIS ICKES, Departmental Attorney, advised a possible violation of Title 18, Section 241, USC, may exist. ICKES advised no further investigation should be conducted until the victim's appeal has been adjudicated by the Oglala Sioux Executive Board.

REC-32 MCT-17 MAY 2 1973

ACTION: UACB:
[ ] No further action being taken and
[X] LHM enclosed [ ] Copy furnished to USA Sioux Falls, SD and Departmental Attorney, Civil Rights Division, Department of Justice, Pine Ridge, SD
[ ] FD-376 (enclosure to LHM)
[ ] LHM being submitted
[ ] Report being submitted
[ ] Preliminary investigation instituted
[ ] Limited investigation instituted

(2) - Bureau (ENC. 6)
(RM)
2 - Minneapolis
JCM:wkb
(4)

53 MAY 30 1973

Approved _____ Sent _____ M Per _____
Special Agent in Charge

MP 44-727

LEAD

MINNEAPOLIS

AT PINE RIDGE, SOUTH DAKOTA

Will follow the adjudication of GERALDINE JANIS' appeal to the Oglala Sioux Executive Board.

2*

UNITED STATES DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

Minneapolis, Minnesota

In Reply, Please Refer to
File No. MP 44-727

April 24, 1973

RICHARD WILSON, OGLALA SIOUX TRIBAL CHAIRMAN;
EMMA T. NELSON, OGLALA SIOUX TRIBAL TREASURER;
LLOYD W. EAGLE BULL, OGLALA SIOUX TRIBAL SECRETARY;
GERALDINE JANIS - VICTIM;
VICTORIA WOUNDED FOOT - VICTIM;
DELLA STARR - VICTIM;
MINERVA WALKS OUT - VICTIM

On April 11, 1973, Geraldine Janis and Minerva Walks Out, Pine Ridge, South Dakota, advised Special Agent Thomas R. Parker of the FBI that they had recently been terminated from their employment as Community Health workers by Oglala Sioux Tribal Chairman Richard Wilson. They stated their employment termination was the direct result of the fact that they are active in Oglala Sioux Civil Rights matters and had signed a petition calling for a revamping of the Tribal Constitution and Government.

In support of the above allegation, Minerva Walks Out furnished photostatic copies of the following documents:

1. A Termination Notice dated April 9, 1973;

2. Oglala Sioux Tribe Memorandum dated April 5, 1973;

3. Two pages entitled "Minutes of the Executive Committee Meeting, April 4, 1973;"

4. An Oglala Sioux Tribal Court Order.

56246

ENCLOSURE

PERSONNEL OFFICE
OGLALA SIOUX TRIBE
P.O. BOX G
PINE RIDGE, SOUTH DAKOTA 57770

TERMINATION NOTICE

DATE: April 9, 1973

NAME OF EMPLOYEE: Minerva Walks Out

SOCIAL SECURITY NUMBER: JFK Act 6 (3)

JOB TITLE: Community Health Representative Secretary

DEPARTMENT OR PROGRAM: Community Health Representative Program

EFFECTIVE DATE OF TERMINATION: April 5, 1973

REMARKS: On April 4, 1973 the Executive Board terminated your employment as CHR Secretary. The Board took this action because of your demonstrating to overthrow the Tribal Government.

You have the right to appeal this action to the Oglala Sioux Tribal Evaluation Committee. You must submit in writing to the Committee ten days after receipt of this Termination Notice.

The action in this notice is effective immediately.

INCUMBENT WAS NOTIFIED THIS DAY, Monday, April 9, 1973
BY THE PERSONNEL DEPARTMENT OF THE OGLALA SIOUX TRIBE.

2

Tim Shangreaux
Tim Shangreaux
Personnel Director

Oglala Sioux Tribe

OFFICE MEMORANDUM

DATE April 5, 1973

TO: Personnel Director

FROM: Executive Committee

SUBJECT: CHR Personnel, Termination of

The following employees have been terminated from their positions as Community Health Representatives, effective on notice as on the 5th day of April, 1973.

It is recommended that you give notice to these persons immediately.

1. Geraldine Janis
2. Victoria Wounded Foot
3. Ellen Moves Camp
4. Della Starr
5. Minerva Walks Out
6. Emma Bordeaux

I hereby certify that this action has been taken by the Executive Committee in regular session on the 4th day of April, 1973.

Lloyd W. Eaglebull

Lloyd W. Eaglebull, Secretary
Oglala Sioux Tribe

NW 55293 DocId:32989685 Page 487

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
April 4, 1973

This Regular Session of the Executive Committee was held in the office of the Tribal President at 10:30 a.m. with Dick Wilson presiding. Members present were Treasurer, Emma T. Nelson and Secretary, Lloyd W. Eaglebull.

1. MEMORANDUM FROM OST COURT PROSECUTOR - The following memorandum was considered by the Executive Committee:

March 19, 1973
TO: Executive Board
FROM: Sidney Witt, Prosecutor, OST Court
SUBJECT: Dismissal of Barbara Means as Clerk of Courts

I am recommending that Barbara Means be removed from the position as Clerk of Courts for conduct unbecoming a public official. On March 8, 1973 she participated in a public demonstration advocating the over throw of the elected government of the Oglala Sioux Tribe.

I would also like to recommend that Ivy Goings who is presently Deputy Clerk of Courts be promoted to fill the position left vacant by Barbara Means dismissal.

/S/ Sidney T. Witt
Prosecutor

The Executive Committee unamimously voted to accept the recommendation to terminate Barbara Means as Clerk of Courts effective March 19, 1973.

The Executive Committee also promoted Ivy Goings to fill the position as Clerk of Courts effective March 19, 1973.

2. TERMINATION OF CHR PERSONNEL - Actions of the following CHR Personnel was discussed by the Executive Committee: Geraldine Janis, Della Starr, Victoria Wounded Foot, Ellen Moves Camp, Minerva Walks Out and Emma Bordeaux. These persons, by public demonstrations, advocated the over throw of the Tribal Government and the Executive Committee feels that these persons are not drawing salary from the CHR Program for such actions during regular working hours.

It was the unamimous decision of the Executive Committee that these persons be terminated from the CHR Program effective April 5, 1973. Appeals from this decision may be made to the Personnel Review Board.

3. BERNICE ROMERO JANIS - The Committee discussed actions of the person of Bernice Romero Janis and by unamimous action a decision was made to suspend this employee effective March 29, 1973.

4. TEMPORARY DIRECTOR OF CHR PROGRAM - A temporary Director for the CHR Program was discussed and by unamimous action of the Board Members that Mrs. Almanda Douthit be appointed to serve as a temporary Director effective Friday, April 6, 1973.

NW 55293 DocId:32989685 Page 488

5. RESOLUTION NO. 783-10 - A resolution number 783-10 requesting a grant for the United States Department of Transportation was reviewed and approved by unamimous vote of the Executive Committee.

6. COMMODITIES PROGRAM - Due to the death of Leo Wilcox, Commodities Director is now vaccant. Gene Merdanian, with experience of long services in this program, is hereby appointed to the position of Commodities Program Director effective March 30, 1973 as carried by unamimous vote. The Committee request that the new Director make such recommendations he may feel necessary for the personnel and positions within the Commodities Program.

C E R T I F I C A T I O N

I, as Secretary of the Oglala Sioux Tribal Executive Committee, hereby certify that the foregoing are the true actions of this Committee at a Regular Session held on April 4, 1973.

Lloyd W. Eaglebull

Lloyd W. Eaglebull, Secretary
Oglala Sioux Tribe

ATTEST:

Dick Wilson

Dick Wilson, President
Oglala Sioux Tribe

NW 55293 DocId:32989685 Page 489

OGLALA SIOUX TRIBE)
PINE RIDGE INDIAN RESERVATION) SS. COURT ORDER

WHEREAS, a petition has been filed into the Oglala Sioux Tribal Court by the petitioner Sidney Witt, that six Employees of the Community Health Aide Program including the Director Geraldine Janis have been dismissed by the Executive Board of the Oglala Sioux Tribe. That the Community Health Aide Program is a Tribally run Program.

WHEREFORE: BE IT AND IT IS HEREWITH ORDERED, ADJUDGED AND DECREED:

THAT, the Court of the Oglala Sioux Tribe hereby grants a Court Order directing the Police Department to go the offices of the Community Health Aides and collect all keys to the said offices and to collect the keys to all vehicles used by the Community Health Aides and to impound all books and records requested by the Executive Board of the Oglala Sioux TRibe.

THAT, any person or persons may show cause why this Court Order should not stand as committed.

THAT, this Court Order shall stand as committed until otherwise changed by the entitled Court of the Oglala Sioux Tribe.

THAT, failure to abide by this Order, any person or persons will be held for prosecution under Section 72, of the Revised Code of the Oglala Sioux Tribe entitled, "DISOBEDIENCE TO THE LAWFUL ORDER OF THE COURT."

DONE THIS 9th DAY OF April, 1973, IN THE COURT HOUSE OF THE OGLALA SIOUX TRIBE, PINE RIDGE AGENCY, STATE OF SOUTH DAKOTA, COUNTY OF SHANNON.

ATTEST:

Clerk of Court
Acting

BY THE COURT:

Chief Judge

CERTIFICATION OF SERVICE

I, HEREBY, CERTIFY THAT I HAVE SERVED THIS COURT ORDER ON THIS 9TH DAY OF April, 1973, AS DIRECTED:

6

Duane J. Brewer
Name

Lt. of Police
Title

FEDERAL BUREAU OF INVESTIGATION

(1)

Date of Transcription April 24, 1973

GERALDINE JANIS, Pine Ridge, South Dakota, was interviewed by Special Agents of the FBI. Prior to the interview, JANIS was advised of the identity of the Agents as being Special Agents of the FBI and that the interview concerned her recent termination from her position with the Community Health Program. She then furnished the following signed statement:

"April 21, 1973
"Pine Ridge, South Dakota

"I, GERALDINE JANIS, make the following voluntary and true statement to Special Agents JOSEPH C. MC DONALD and MARVIN J. BRACKEN who have identified themselves to me as Special Agents of the Federal Bureau of Investigation:

"I was employed as the Director of the Community Health Representative Program on the Oglala Sioux Indian Reservation, Pine Ridge, South Dakota. This program is funded by the Health, Education and Welfare Department of the United States government and it is administered by the Oglala-Sioux Tribe (OST). The headquarters of the Community Health Representatives Program (CHRP) is located in a building at the Pine Ridge Airport.

"on April 9, 1973, DUANE J. BREWER, OST Police Department, gave me a termination notice that I had been terminated from my employment from the CHRP, effective as of April 5, 1973, because I demonstrated to overthrow the Tribal Government. He also gave me termination notices for VICTORIA WOUNDED FOOT, ELLEN MOVES CAMP, DELLA STAR, MINERVA WALKS OUT and EMMA BORDEAUX, who were also employed by CHRP. These notices stated that we had been terminated from out jobs with CHRP by the

Interviewed on 4/21/73 at ~~Pine Ridge, South Dakota~~ File # ~~MP 44-727~~

by SA MARVIN J. BRACKEN
SA JOSEPH C. MC DONALD JCM:wkb Date dictated 4/23/73

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 491

"Executive Board of the OST and that we had ten days after receipt of this termination notice in which to submit in writing an appeal of this action to the OST Evaluation Committee.

"I did participate in demonstrations against the administration of RICHARD WILSON, the OST Chairman, which were held in front of the Bureau of Indian Affairs building, Pine Ridge, South Dakota. BARBARA MEANS had obtained a Permit from the OST Police Department, Pine Ridge, South Dakota, on all occasions when these demonstrations were held. The demonstrations were held for the purpose of advocating a new form of OST government and against the policies carried on by Tribal Chairman, RICHARD WILSON. I feel that the Executive Board of the OST acts without the entire 15 council representatives being consulted, and therefore, the people are not being represented properly.

"RICHARD WILSON was well aware that I was against him and his administration and he was just waiting for an opportunity to fire me from my employment. BELLA STARR had told me that RICHARD WILSON had offered my position to VIVIAN AMIOTTE, a licensed practical nurse, a short time after he was elected tribal chairman.

"I believe that RICHARD WILSON and the Executive Board used my participation in the demonstrations and my membership in the Oglala Sioux Civil Rights Organization as an excuse to terminate my employment. I believe that I was fired merely for exercizing my right under the Constitution of the United States to participate in a peaceful demonstration and to belong to any lawful organization.

NW 55293 DocId:32989685 Page 492

"I did not participate in any demonstrations during working hours, and when I did so participate, I had taken annual leave, that is, time off from work.

"ELMER LA POINTE, CHR Coordinator, who is located in Aberdeen, South Dakota, had advised me that I was free to join any organization I wished to join as I had told him that I had joined the Oglala Sioux Civil Rights Organization. LA POINTE also told me that I was free to take part in any demonstration as long as I did so on my own time and not working hours.

"According to OST Personnel Policies, I should have been given a two week notice and it should have been this board which gave me the notice rather than the OST Executive Board. The following are members of the Personnel Policies Board known to me:

"GUY RONDELL of the Presbyterian Church, a Minister.

"RAY MC HUE of the Faith Mission.

"In fact, on approximately April 16, 1973, RAY MC HUE told me the Personnel Policy Board was meeting on that date and he asked me if I was going to appeal my dismissal. MC HUE told me that he did not know that I had been fired until he had received a letter from the OST Executive Board subsequent to my dismissal.

"A Resolution had been passed in the OST administration prior to RICHARD WILSON's administration placing in effect the Merit System which would have included all Tribal Programs, including the functions of the Personnel Policy Board. During DICK WILSON's administration,

NW 55293 DocId:32989685 Page 493

"the Executive Board began hiring and firing people on their own volition. Subsequently in order to obtain certain programs, e.g. Public Service Careers, a Merit System was required and because of the complaints of the OST residents, RICHARD WILSON began using the Merit System again. After I was fired I talked to CLEVELAND NELSON, who is employed by the Bureau of Indian Affairs, U. S. Department of the Interior, and who was apparently acting in the place of STANLEY LYMAN, the Bureau of Indian Affairs Superintendent of the Pine Ridge Indian Reservation.

"I called LYMAN's office on that occasion by telephone and NELSON answered the phone. NELSON advised me at that time that to his knowledge the Merit System Resolution was still in effect. The Resolution pertaining to the Merit System has a number which I do not know.

"A letter was sent by registered U. S. Mail appealing this job termination in my name and in the names of MINERVA WALKS OUT, DELLA STARR and VICTORIA WOUNDED FOOT on April 16, 1973. MINERVA WALKS OUT typed this appeal letter and it was signed by the above three women and myself. This letter was mailed to the OST Executive Board.

"The records of the CHRP are presently in the possession of FRANCIS KILLER, a Certified Public Accountant, Vermillion, South Dakota. He took these records on April 6, 1973, for quarterly auditing purposes. Annual leave records are also contained in these books.

NW 55293 DocId:32989685 Page 494

"I also solicited signatures for a petition to 'Petition of the Oglala Sioux People to the Secretary of the Interior For a Referendum Vote to Revoke The Constitution and Bylaws of the Oglala Sioux Tribe and To establish a New Form of Government For the People' and I signed this petition myself. I was also the signature of witness on pages of this petition when they were notarized. These petitions were taken to Superintendent STANLEY LYMAN. I feel that this is another reason why RICHARD WILSON had me fired. All work performed by me in behalf of this petition was performed on my own time.

"I have read this statement which consists of 7 pages and it is true and correct to the best of my knowledge.

"/s/ GERALDINE M. JANIS

"Witness:

"JOSEPH C. MC DONALD, Special Agent, F.B.I.

"Witness:

"MARVIN J. BRACKEN, Special Agent, F.B.I."

GERALDINE JANIS further advised that ELLEN MOVES CAMP has been in Wounded Knee, South Dakota, since this town was seized by AIM (American Indian Movement) supporters. She stated ELLEN MOVES CAMP had also been fired from her position with CHRP but that she would have been dismissed due to her absence from work. JANIS advised that ELLEN MOVES CAMP had sent a message from Wounded Knee approximately in the last week of March, 1973, that she wished to resign from her job with CHRP.

NW 55293 DocId:32989685 Page 495

MP 44-727
(6)

Mrs. JANIS also stated that EMMA BORDEAUX who had also been fired from her job with CHRP had resigned about two weeks prior to the actual firing and had moved to Nebraska.

The following is a description of GERALDINE JANIS as obtained through interview and observation:

Name	GERALDINE JANIS
Birth Data	May 28, 1928 Pine Ridge, South Dakota
Address	Box 44 Pine Ridge, South Dakota
Husband	IVAL JANIS
Height	5 feet 7 inches
Weight	130 pounds
Complexion	Dark
Hair	Black
Eyes	Brown
Social Security Number	JFK Act 6 (3)

NW 55293 DocId:32989685 Page 496

RICHARD WILSON, OGLALA SIOUX TRIBAL CHAIRMAN;
EMMA T. NELSON, OGLALA SIOUX TRIBAL TREASURER;
LLOYD W. EAGLE BULL, OGLALA SIOUX TRIBAL SECRETARY;
GERALDINE JANIS - VICTIM;
VICTORIA WOUNDED FOOT - VICTIM;
DELLA STARR - VICTIM;
MINERVA WALKS OUT - VICTIM

The above facts were discussed with R. DENNIS ICKES, Departmental Attorney, U. S. Department of Justice, Pine Ridge, South Dakota, on April 21, 1973, by Special Agents JOSEPH C. MC DONALD and MARVIN J. BRACKEN of the FBI, and ICKES advised that no prosecutive action would be taken at the present time, although it appears that a possible violation of Title 18, Section 241, U. S. Code may exist. ICKES advised that no further investigation should be conducted until the victim's appeal has been adjudicated by the Oglala Sioux Tribal Executive Board.

RICHARD "DICK" WILSON is the duly elected President of the Oglala Sioux Tribal Council, Pine Ridge Indian Reservation, and in this position he has taken a strong stand against the American Indian Movement (AIM) and its objectives. Impeachment action has been taken against WILSON on numerous occasions by members of the Tribal Council sympathetic to AIM, and his removal has been a primary objective of AIM at Wounded Knee, South Dakota. He and his supporters, commonly referred to as his "goon squad," have been the subjects of numerous civil rights complaints that have been made during the negotiations at Wounded Knee.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 497

Memorandum

TO : Mr. Felt

DATE: 5/3/73

FROM : T. J. Jenkins

POLICE TRAINING - MINNEAPOLIS

SUBJECT: TRAINING OF OGLALA SIOUX INDIAN POLICE
PINE RIDGE, SOUTH DAKOTA

DEPARTMENT

Mr. Callahan
Mr. Cleveland
Mr. Conrad
Mr. Gebhardt
Mr. Jenkins
Mr. Marshall
Mr. Miller, E.S.
Mr. Soyars
Mr. Thompson
Mr. Walters
Tele. Room
Mr. Kinley
Mr. Armstrong
Mr. Bowers
Mr. Herington
Ms. Herwig
Mr. Mintz
Mrs. Neenan

Inspector James V. Cotter of the ~~Training Division~~ S.D. went to Pine Ridge, South Dakota, at your instructions on 4/30/73 and conferred with Dick Wilson, Tribal Chief of the Oglala Sioux Indians. Mr. Cotter advised Chief Wilson that he was there as a representative from FBI Headquarters to assure the Chief that the FBI would do everything we could to assist in training members of his Tribal Police Force. The Police Training Coordinator of the Minneapolis FBI Office and two especially selected police instructors conferred with the Chief on the nature of the training needed. Chief Wilson wanted to give the new officers eight hours of training and put them out on patrol with an experienced officer.

Pine Ridge, S.D.

Inspector Cotter and the Police Training Coordinator put together a preliminary program of 18 hours which they felt was a minimum requirement. Chief Wilson said that they had been able to hire 41 individuals, some of whom had college degrees, and he was pleased that the caliber of the people they were employing was above average. The program put together included firearms training in shoulder weapons, techniques and mechanics of arrest, basic and investigative techniques covering the protection of crime scenes and interviewing, law as it applies to Indian versus Indian on the reservation, patrol procedures, identification of explosives and anti-sniper and survival tactics. The program was set up to be held six hours a day for three days after which time the trainees would be put with an experienced Indian officer.

The Chief was most appreciative that the FBI had taken such special interest in providing training to his people. He said the FBI was the only agency that had kept its promises to him and, speaking very frankly, he said that the FBI was the only Federal agency really trusted by his people.

1 - Mr. Gebhardt
JVC:mkm
(4)

REC-93 152-43-962

20 MAY 7 1973

CONTINUED - OVER

54 MAY 15 1973

Memorandum T. J. Jenkins to Mr. Felt
Re: Training of Oglala Sioux Indian Police
Pine Ridge, South Dakota

The Police Training Coordinator of the Minneapolis Office, SA Herb Eckenroth, was prepared to initiate the training on 5/1/73. Arrangements had been made to secure classroom facilities and necessary training equipment. Mr. Cotter feels that for the purpose intended of assuring Chief Wilson of our interest in providing assistance the visit to Pine Ridge, South Dakota, was very successful.

ACTION:

None . . . for information.

FD-36 (Rev. 12-13-56)

FBI

Date: 1/31/64

Transmit the following in _____
(Type in plain text or code)

Via AIRTEL AIR MAIL
(Priority or Method of Mailing)

TO: DIRECTOR, FBI

FROM: SAC, MINNEAPOLIS (46-

SUBJECT: CHARLES E. HEINTZELMAN
Construction Engineer
Public Housing Administration
Pine Ridge, South Dakota
Indian Reservation
RICHARD WILSON;
ALBERT DALE;
FRAUD AGAINST THE GOVERNMENT

Enclosed are three copies of LHM setting forth facts of complaint received.

On 1/29/64, facts concerning the complaint were discussed with AUSA PARNELL J. DONOHUE, Sioux Falls, SD. Mr. DONOHUE advised he believes the allegations, if verified, would warrant prosecutive consideration.

Investigation continuing and report will be submitted.

(3)-Bureau (Enc. 3)
2-Minneapolis
JEM:kjk
(5)

ENCLOSURE

1-Interior
1-HHFA
1-CSC
1-RAO

EX-114

REC-34

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

4-22 (Rev. 1-22-60)

Federal Bureau of Investigation
Records Branc

_____, 19___

- [ ] Name Searching Unit - Room 6527
- [ ] Service Unit - Room 6524
- [ ] Forward to File Review
- [ ] Attention Fa. Santa
- [x] Return to Kylee 2256 2481
  Supervisor Room Ext.

Type of References Requested:

- [ ] Regular Request (Analytical Search)
- [x] All References (Subversive & Nonsubversive)
- [ ] Subversive References Only
- [ ] Nonsubversive References Only
- [ ] Main all References Only
  46, 58 see refs

Type of Search Requested:

- [x] Restricted to Locality of Miami.
- [x] Exact Name Only (On the Nose)
- [ ] Buildup
- [ ] Variations

Subject Richard Thilen

Birthdate & Place

Address

Localities

R# Date Searcher Initials

Prod.

	FILE NUMBER	SERIAL
NT	97- [illegible]	
MF	26- 134491	
NT	26- 172 516	
NT	26- 163401	

4-22 (R[illegible]-22-60)

Federal Bureau of Investigation
Records Bran

_____, 19___

- [ ] Name Searching Unit - Room 6527
- [ ] Service Unit - Room 6524
- [ ] Forward to File Review
- [ ] Attention [illegible]
- [x] Return to [illegible] 2256 2481
  Supervisor Room Ext.

Type of References Requested:

- [ ] Regular Request (Analytical Search)
- [ ] All References (Subversive & Nonsubversive)
- [ ] Subversive References Only
- [ ] Nonsubversive References Only
- [ ] Main, Ad[illegible] References Only
  46, 58 dec ref fa

Type of Search Requested:

- [ ] Restricted to Locality of _____
- [x] Exact Name Only (On the Nose)
- [ ] Buildup [ ] Variations

Subject Albert Wale
Birthdate & Place
Address

Localities

R# _____ Date 2-3 Searcher Initials [illegible]

Prod. _____

	FILE NUMBER	SERIAL
M.F.	26-33456	
M.F.	26-29968	
NN	25-464132	

4-22 (F[illegible] 1-22-60)

Federal Bureau of Investigation
Records Bra.

_____, 19___

- [ ] Name Searching Unit - Room 6527
- [ ] Service Unit - Room 6524
- [ ] Forward to File Review
- [x] Attention Kaplan
- [x] Return to Kaplan 2256 2481
  Supervisor Room Ext.

Type of References Requested:

- [ ] Regular Request (Analytical Search)
- [ ] All References (Subversive & Nonsubversive)
- [ ] Subversive References Only
- [ ] Nonsubversive References Only
- [ ] Main all References Only
  46, 58 see refs

Type of Search Requested:

- [ ] Restricted to Locality of _____
- [ ] Exact Name Only (On the Nose)
- [x] Buildup [ ] Variations

Subject Charles E. Heintzelman
Birthdate & Place
Address

Localities

R# _____ Date 2-3 Searcher Initials [illegible]

Prod. _____

	FILE NUMBER	SERIAL
	NR	
	Charles Heintzelman	
NI	139-252	
	buildups + Brackelsmans	
	NR	

U[illegible]ED STATES DEPARTMENT O[illegible]STICE

FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to File No.

Minneapolis, Minnesota
January 31, 1964

CHARLES E. HEINTZELMAN
Construction Engineer
Public Housing Administration
Pine Ridge, South Dakota,
Indian Reservation;
RICHARD WILSON;
ALBERT DALE;
FRAUD AGAINST THE GOVERNMENT

Vincent Brewer, former Executive Director, and Hobart Keith, Board member, both of the Oglala Sioux Housing Authority, Pine Ridge, South Dakota, Indian Reservation, have advised the Oglala Sioux Tribe has borrowed approximately two million dollars with which to construct homes on the Pine Ridge Indian Reservation. They advised the money was borrowed from the Public Housing Administration, an agency of the U.S. Government, with the money to be repaid by the tribe. Part of the agreement the tribe entered into with the Public Housing Administration was that the latter would furnish a man to supervise construction of the buildings. Heintzelman has been given this job.

Brewer alleges a Board of Commissioners, consisting of the Reservation Superintendent, several local persons, and Albert Dale as treasurer, has been set up to oversee the project. He described Dale as the owner of a bank in Rushville, Nebraska, and also a stockholder in the Rushville Lumber Company.

It is alleged that Heintzelman has failed to open and accept bids for materials as specified at the time the bids are let. He has accepted bids on his own, without the Commissioners approval, from companies which he contacted after opening original bids received.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Interested [illegible] advised of this matter

Both men claim the Rushville Lumber Company has submitted the low bid on approximately 75 per cent of the building materials used, and that in almost every instance, the bid of this company has been just a few dollars lower than that of the next lowest bidder. Brewer claims wholesale lumbermen have advised him a retail lumber business, such as the Rushville Lumber Company, could not submit such low bids profitably.

It is also alleged that Richard Wilson, who is in charge of the plumbing work on the project, has used materials from the housing project to construct a home, a basement, and a partially finished plumbing shop, with the knowledge of Heintzelman. None of this material has apparently been paid for.

Brewer advised there are several other instances where materials from the project have been used to put additions onto homes on the reservation, apparently with Heintzelman's knowledge.

Keith advised he purchased a furnace from Wilson, which came from a home that was removed from the project. This furnace, together with other appliances in the home, were to be sold to the highest bidder. Instead, Heintzelman gave them to Wilson, who in turn sold at least part of them.

Efforts on the part of Keith to examine project records have been thwarted, although he claims he is entitled to examine such records as a Board member.

Special Officer James F. Fail, Pine Ridge, South Dakota, has advised the funds involved are actually property of the U.S. Government.

Investigation is being conducted regarding the allegations.

NW 55293 DocId:32989685 Page 505

FD-2CC (Rev. 5-1-59)

70

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	2/19/64	1/24 - 2/12/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHANGED CHARLES EDWARD HEINTZELMAN, Inspector, Public Housing Administration, Pine Ridge, South Dakota, Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	SA JOHN E. MC CARTY	sja

CHARACTER OF CASE

FRAUD AGAINST THE GOVERNMENT

The title of this report is changed for information of Bureau to reflect the middle names of HEINTZELMAN and WILSON, and to reflect HEINTZELMAN's position as Inspector, as he has advised this is his title. Chicago and Omaha previously advised.

REFERENCES: Minneapolis airtel to Bureau dated 1/31/64.
Minneapolis airtel to Chicago and Omaha dated 2/7/64. (IO)

- P -

LEADS

CHICAGO DIVISION

AT CHICAGO, ILLINOIS

Will report results of investigation at Public Housing Administration.

OMAHA DIVISION

APPROVED SPECIAL AGENT IN CHARGE

COPIES MADE:

4 - Bureau
1 - USA, Sioux Falls
2 - Chicago
2 - Omaha
2 - Minneapolis (46-2614)

DO NOT WRITE IN SPACES BELOW

MCT-20

REC 4

FEB 24 1964

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY				1cc RAO
REQUEST RECD.				
DATE FWD.				
HOW FWD.				
BY				

NOTATIONS

STAT. SECT.

MAR 4 1964

U.S. GOVERNMENT PRINTING OFFICE 16—76324-1

MP 46-2614

AT RUSHVILLE, NEBRASKA

Will report results of interviews with ALBERT DALE and officials of the Rushville Lumber Company.

MINNEAPOLIS DIVISION

AT RAPID CITY, SOUTH DAKOTA

Upon receipt of information from Chicago will recontact U. S. Attorney to determine if he feels facts determined actually constitute a Fraud Against the Government violation.

- B* -
COVER PAGE

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: USA, Sioux Falls

Report of: SA JOHN E. MC CARTY
Date: 2/19/64.
Office: MINNEAPOLIS, MINNESOTA

Field Office File No.: 46-2614
Bureau File No.:

Title: CHARLES EDWARD HEINTZELMAN,
Inspector, Public Housing Administration,
Pine Ridge, South Dakota, Indian Reservation;
RICHARD ALLEN WILSON;
ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis:

JAMES F. FAIL advised he had received complaints alleging property at housing project on Pine Ridge Indian Reservation being disposed of improperly. Advised complainants allege contracts are being let by HEINTZELMAN improperly, with Rushville Lumber Co., of which ALBERT DALE is allegedly a large stockholder, getting majority of bids. DALE also treasurer of Oglala Sioux Housing Authority. FAIL advised government funds and property involved. HEINTZELMAN denies any improper activities, claims property being disposed of in a legitimate manner and contracts being let only to lowest qualified bidders. HOBART KEITH and VINCENT BREWER allege HEINTZELMAN has taken over authority of the Housing Authority, and he and WILSON illegally disposing of housing project materials. Minutes of Housing Authority indicate HEINTZELMAN given authority to buy and sell for the Authority. WILSON admits using housing project materials for own use, but claims intends to pay for them.

- P -

DETAILS:

At Pine Ridge, South Dakota

On January 24, 1964, Special Officer JAMES F. FAIL, Police Department, Pine Ridge Indian Reservation, advised he has received complaints from HOBART KEITH, a member of the Board of Directors of the Oglala Sioux Housing Authority, and from VINCENT BREWER, a former executive director of the Authority, alleging property at the housing project at Pine Ridge is being disposed of illegally by HEINTZELMAN and DICK WILSON. They also alleged HEINTZELMAN has been letting contracts, primarily to the Rushville

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Lumber Company, improperly. FAIL advised he did not know if government funds or property are involved, but that KEITH, as a board member, is checking records of the Housing Authority to determine just what is involved.

On January 28, 1964, Mr. FAIL advised KEITH had attempted to check the records, but that Mrs. RICHARD WILSON, the acting executive director, had refused to make the records available to him. He stated that LLEWLLYN KINGSLEY, superintendent of the reservation, had advised him the funds and property involved in the housing project are government property and funds.

On January 29, 1964, the facts concerning this matter were discussed with Assistant United States Attorney PARNELL J. DONOHUE. Mr. DONOHUE advised that if the facts, as alleged, are proven, the case would warrant prosecutive consideration under Title 18, Section 286 and 287.

On January 30, 1964, CECIL KEITH was interviewed and he furnished the following signed statement:

"January 30, 1964
Pine Ridge, South Dakota

"I, CECIL HOBART KEITH, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY who has identified himself to me to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I am the vice-chairman of the Oglala Sioux Housing Authority. SAM STANDS is chairman, EMIL TIBBITTS is secretary, ALBERT DALE is treasurer of the Board of Commissioners for the Housing Authority. LLEWELLYN KINGSLEY the superintendent of the Pine Ridge Indian Reservation is an ex-officio member of the Board. CHARLES HEINTZELMAN is an engineer for the Public Housing Administration. His duties are to build the buildings involved.

NW 55293 DocId:32989685 Page 509

"ALBERT DALE is a banker at Rushville, Nebraska. It is my understanding he also owns a thirty one-per cent interest in the Rushville Lumber Co. I do not know for sure, but it appears to me that half or more of the building materials in the housing project have been purchased from the Rushville Lumber Co. I have no information as to the bids submitted by this company.

"I have never been really sure just what HEINTZELMANs authority is, however, I know that as a matter of practice he has been letting bids for materials entirely on his own. He has not consulted the Board about any bids he has accepted or declined.

"In about April, 1963 I hired DICK WILSON to put in some soil pipe at my home. WILSON furnished the materials, and I do not know where they came from. I gave him forty five or fifty dollars for this.

"About this time WILSON told me he had a furnace for sale so I bought it, paying WILSON seventy-five dollars for it. The furnace is in my home now.

"Later I became suspicious for some reason or other, so I asked WILSON where he had obtained the furnace. As nearly as I can recall WILSON said, it's all right, I've got a deal with either the boss or HEINTZELMAN. I don't remember just how he did refer to HEINTZELMAN. I believe the furnace I bought is a Bryant, and I'm quite sure, although I can't prove it, that this furnace came from the DEWEY CLIFFORD house.

"The CLIFFORD house had to be moved from its foundation, and moved to another location in the housing project. The Housing Authority bought the house, but I'm not sure what was to be done with the appliances and furnishings in the house.

"I also agreed to paint a picture for WILSON. In payment WILSON gave me a pressure tank which I

NW 55293 DocId:32989685 Page 510

believe came from the CLIFFORD house. I actually picked the tank up from where it was lying on the ground near where the lumber storage yard is at the Housing project.

"I know a basement was built at the BILL SALWAY home in Pine Ridge early in the fall of 1963. I know the materials were from the Housing project, and the basement was built by workmen on the project payroll. This was a deal HEINTZELMAN arranged for, and I do not know who is to be paid for it.

"I have no other personal knowledge of this matter, except that to my knowledge the Board of Commissioners never authorized HEINTZELMAN to sell or dispose of any of the project materials.

"I also entered into a verbal agreement with HEINTZELMAN, before I went on the Board of Commissioners, to paint a large emblem for two hundred and seventy five dollars, and to paint designs on shutters of the houses in Project SD 1-1 for six hundred dollars. I did not submit a written bid on this, and to my knowledge no one else did either. I received all this money.

"I have read this statement of four pages, and it is true and correct.

"/S/ CECIL HOBART KEITH

"Sworn to and subscribed before me this thirtieth day of January, 1964

"/S/ JOHN E. McCARTY,
Special Agent, FBI
Pine Ridge, South
Dakota 1/30/64

"/S/ JAMES F. FAIL, ASO-PRIA Pine Ridge, SD 1-30-64"

NW 55293 DocId:32989685 Page 511

On January 30, 1964, VINCENT BREWER was interviewed and he furnished the following signed statement:

"January 30, 1964
Pine Ridge, South Dakota

"I, VINCENT BREWER, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY, who I know to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement, and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I was the Executive Director of the Oglala Sioux Housing authority at Pine Ridge, South Dakota from April 14, 1962, until Sept. 10, 1963 when I resigned.

"In 1961 the Oglala Sioux Tribe set up the Housing Authority, and the authority hired me. My duties were to manage the homes after they were built and to take and screen applications for the homes.

"The Housing Authority was set up to obtain a contract with the Public Housing Administration to obtain low rent houses for local people. This contract was obtained, with the following agreements.

"The Tribe leased land to the Public Housing Administration for twenty five years. Public Housing then issued bonds on the project, and then loaned money from the sale of the bonds to the Housing Authority. This money is to be repaid by the Housing Authority through the collection of rents, over a period of forty years.

"The Public Housing Administration loaned $793,000 for project S.D. 1-1, which consists of fifty one private houses plus an administration building in Pine Ridge. $267,000 was loaned for

NW 55293 DocId:32989685 Page 512

project S.D. 1-2 which is an old folks home consisting of twenty three units, all in one building, in Pine Ridge, $1,110,000 was loaned for project S.D. 1-3, which consists of seventy six private homes, located on various parts of the reservation.

"Project S.D. 1-1 was started about May 1, 1962, and was completed in about October, 1963. Project S.D. 1-2 was started in about July, 1963, and is scheduled for completion in the spring of 1964. S.D. 1-3 was started about July, 1963 and is scheduled for completion in the fall of 1964.

"The Housing Authority decided to build on a 'force account' basis, to create more employment on the reservation. Because of this Public Housing required it furnish a man to be in charge of the construction of the units. CHARLES E. HEINTZELMAN was put in charge of the project.

"ALBERT DALE is the treasurer of the Board of Commissioners. He is also the president of the Stockmens National Bank at Rushville, Nebraska. I understand he is a stockholder in the Rushville Lumber yard, although I do not know this for a fact.

"DICK WILSON is the Plumber-Foreman of the project, hired by HEINTZELMAN. WILSON's wife is HEINTZELMAN's secretary. MYLES TYLER is construction superintendent, and was hired by the Board on HEINTZELMAN's recommendation.

"The Board members are appointed by the Oglala Sioux Tribal Council. Members are paid only mileage.

"EVANS LUCAS and Associates of Sioux Falls, South Dakota was the original architectural firm on the project. This company resigned early in January, 1963 because it felt HEINTZELMAN was changing the materials called for in the plans and because he was using inferior products. This company had worked just on S.D. 1-1, and no one was hired to finish out this job.

NW 55293 DocId:32989685 Page 513

"CRAIG and BROOKS was the architectural firm on S.D. 1-2. This company also resigned after a hassle with HEINTZELMAN. The company claimed HEINTZELMAN was cheapening the buildings, and was using inferior and poorer quality materials than called for in the plans.

"IRVING R. DANA was hired as the architect on S.D. 1-3. It is my belief DANA gets along with HEINTZELMAN because he has followed HEINTZELMAN's recommendations. I told him when he started that he would have to feel HEINTZELMAN out to see what he wanted, and DANA indicated to me he was going to do this. DANA is the son in law of BILL HEWITT of Rushville, Nebraska.

"I believe $787,000 was actually spent on S.D. 1-1.

"Bids for materials were to be obtained by advertising for them. The advertisements specified the bids were to be opened at a specified date and time. It was my understanding they were to be opened in the presence of the Board of Commissioners, and accepted or rejected by the Board.

"As a matter of practice when the bids came in they would be held by the secretary, and given to HEINTZELMAN when he came in. He would then open the bids himself, whenever he felt like it. He would accept or reject bids as he chose, without consulting the Board. I know personally of a few bids he accepted which were the lowest bids submitted. I also know of a few instances where he accepted bids higher than the lowest bids, claiming the materials in the lower bids were not what he wanted.

"The only instance I know of where he consulted the Board on a bid was on bricks for S.D. 1-2. In this instance the Board accepted a certain type of brick, but HEINTZELMAN later changed this on his own, and put up a different brick.

NW 55293 DocId:32989685 Page 514

"Once advertisements were put out for fifty stoves and fifty refrigerators. When the bids came in HEINTZELMAN said he could do better than that. He took the bids and went to Minneapolis. When he came back he said he had bought the stoves and refrigerators from some company out of Chicago. This company had not submitted a bid originally. He did get these cheaper than the lowest bid originally submitted.

"It seemed to me the vast majority of the building materials for the projects were supplied by the Rushville Lumber Co. although I couldn't tell what percentage of the total materials the company did supply. I recall seeing some of the bids, and it seemed to me the Rushville Lumber Co. bids were always just a little bit lower than the next lowest bidder. I do not know in what manner HEINTZELMAN obtained these bids.

"On two different occasions, salesmen for two different wholesale lumber companies told me they could not understand how a retail lumber company, such as Rushville Lumber, could underbid a wholesale lumber company.

"HEINTZELMAN told me once the houses were running between ten and eleven thousand dollars apiece. This did not include streets, curbs, landscaping, etc.

"I know regulations required any surplus materials were to be put out on bids, and sold to the highest bidder. I am quite sure no one had any authority to sell materials, except for surplus materials to the highest bidder.

"HEINTZELMAN told me he gave the old blocks from the CLIFFORD house to DICK WILSON. We had to get them out so we could put a street through there. WILSON was going to use the blocks to build a basement for himself.

NW 55293 DocId:32989685 Page 515

"I then saw WILSON take one hundred and ten brand new blocks that belonged to the Housing Authority. As I recall he hauled them away in the Housing Authority truck. I asked him about this, and he told me HEINTZELMAN had told him it was O.K. for him to move them, and he could take what he wanted.

"I then called HEINTZELMAN in WILSON's presence. CHARLEY HEINTZELMAN said to let it go, as DICK was going to pay for them. WILSON then took four hundred more blocks. WILSON also took thirty sacks of cement, three or four sacks of lime, and some sand.

"The blocks were worth twenty six cents apiece, the lime and cement were worth about ninety six cents a sack, and the sand worth approximately fifteen to twenty dollars. I made WILSON sign a receipt for these materials. WILSON then used the materials to build a block basement in Pine Ridge.

"This happened in July, 1962. Just a few days ago WILSON told me he had his bills, but had never paid for the materials.

"The DEWEY CLIFFORD house had to be moved from the project area. The Housing Authority bought the house. CHARLEY told WILSON to disconnect the furnace, jet pump, hot water heater, plumbing fixtures etc. WILSON did disconnect the fixtures, but took them to his home. I later saw the articles at WILSON's home and told him to take them to the project yard. He said he would return them, but he never did.

"I know the furnace by sight, and I know this is the same furnace WILSON sold to HOBART KEITH.

"I believe FRANK E. COFFEY, SR. bought the rest of the stuff from WILSON. Actually all of this should have been sold on bid to the highest bidder. To my knowledge WILSON never turned this money in.

"In the fall of 1963, in about September, WILSON built a complete new home for his mother in Pine Ridge.

NW 55293 DocId:32989685 Page 516

I saw JIM BIG CROW, who WILSON had hired, hauling materials from the project to the site of the house in a Housing Authority truck. This movement of materials took place on weekends. WILSON once told me he had about eight hundred dollars worth of materials in this house.

"In the fall of 1963, in about October, WILSON and JAMES RED WING started building a cement block building in Pine Ridge. WILSON told me he was going to use one part of it for a plumbing shop. I don't recall what he said RED WING was going to use the other part for.

"I saw BIG CROW hauling new blocks from the housing project area in a Housing Authority truck to the site of this building. I believe the sand, lime, and cement for the building came from the project also. I would estimate there are about eighteen hundred blocks, worth four hundred and sixty eight dollars in the building. There is approximately ninety six dollars worth of lime and cement, and about sixty dollars worth of sand in the building.

"JESSIE EAGLE HEART told me she had made an arrangement with CHARLEY to have an addition put on her house. I know MYLES TYLER supervised the job, and project workmen did the work and were paid from Housing Authority funds. I do not know what financial arrangements were made on this.

"Said on one occasion GORDON REICHENBURG, who lives in Rushville, Nebraska, told me HEINTZELMAN was getting all the windows for his new house for him. I don't know if the windows were to come from the housing project or not. This occurred in the summer of 1963.

"During the summer of 1963 HUGH JOHN BLACKSMITH, who was timekeeper on the housing project, built an addition on to his house. I know part of the materials were ordered from the Rushville lumber yard, but part of the materials he trucked from the project to his home at night in a housing project truck. Someone, I dan't recall who, told me he had seen BLACKSMITH hauling the materials off.

NW 55293 DocId:32989685 Page 517

"On different occasions I told HEINTZELMAN that he just couldn't do what he was doing, that it just wasn't right. The only answer he ever gave me was, 'He's going to pay for it.

"I made all the bank deposits of all receipts the Housing Authority took in. At no time did the Housing Authority receive any money from anyone for materials they had received from the project. I didn't physically make all the deposits, but I did check and list all deposits and once in awhile BLACKSMITH would physically deposit it.

"Northwest Pipe Fitting Co. of Rapid City, South Dakota had all the plumbing contracts with the Housing Authority. I know HEINTZELMAN and a former assistant manager of this company were very close to each other.

"DICK WILSON had a free hand in ordering from this company. It seemed to me he was constantly ordering something from this company. I believe he ordered much more plumbing materials than were actually used in the housing project.

"I have read this statement of nine pages, and it is true and correct to the best of my knowledge.

"/S/ VINCENT BREWER

"Sworn to and subscribed before me this thirtieth day of January, 1964.

"/S/ JOHN E. McCARTY, Special Agent,
FBI, Pine Ridge, South Dakota
1/30/64

"/S/ JAMES F. FAIL, ASO, PRIA, Pine Ridge SD 1-30-64"

On January 30, 1964, FRED GERBER was interviewed and furnished the following signed statement:

NW 55293 DocId:32989685 Page 518

MP 46-2614

"January 30, 1964
Pine Ridge, South Dakota

"I, FRED GERBER, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY, who I know to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement, and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"Sometime within the past thirty days, I don't know just when, I happened to talk to DICK WILSON. I kidded him about buying some tires, and he said he couldn't afford them. He then asked me why I didn't buy the partially finished cement block building he and JIM RED WING were building. He told me he thought it was a bad deal, as he was the only one that had been paying any of the bills on it. I told him I wasn't interested as there was no roof or windows in the building. The matter was then dropped. I don't know where the building materials came from.

"Approximately six weeks ago I hired DICK WILSON to do some plumbing work for me. He installed a new washing machine for me, and supplied all the materials. As I recall he supplied thirty two feet of half inch copper tubing, fifteen feet of one and a quarter inch copper tubing, four half inch brass elbows, four one and a quarter inch brass elbows, and two freeze proof faucets.

"WILSON's bill for labor and materials was forty some dollars. He owed me a bill of something over fifty dollars, so he just paid me the difference.

"I do not know where the materials for this plumbing job came from. WILSON did not sell me the washing machine, he just supplied the materials with which it was connected to the water.

NW 55293 DocId:32989685 Page 519

"I have read this statement of 2 pages and it is true & correct to the best of my knowledge.

"/S/ FRED GERBER

"Sworn to and subscribed before me this thirtieth day of January 1964.

"/S/ JOHN E. McCARTY, Special Agent,
F.B.I. Pine Ridge, South
Dakota 1/30/64

"/S/ JAMES F. FAIL, ASO, PRIA, Pine Ridge SD 1-30-64"

NW 55293 DocId:32989685 Page 520

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/14/64

RICHARD ALLEN WILSON was interviewed in the presence of Special Officer JAMES F. FAIL. He was placed under oath, and advised he need not furnish any information, that any he did furnish might be used against him in court, and of his right to first consult an attorney.

WILSON then furnished the following unsigned statement:

"January 31, 1964
Pine Ridge, South Dakota

"I, RICHARD ALLEN WILSON, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY, who has identified himself to me to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement, that I can talk to an attorney before I give it, and that this statement may be used against me in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I am employed as head plumber by the Oglala Sioux Housing Authority, and I've been so employed since June, 1962. I was originally hired by CHARLES HEINTZELMAN, who is the local representative of the Public Housing Administration.

"My duties are to install all plumbing. I was in charge of all plumbing installations on project S.D. 1-1. On project S.D. 1-2 I worked with Mellgren Plumbing Co. which had the contract. I didn't get this contract as it was a more complicated project than houses are. I was in charge of project project SD 1-3, and am working on that project now.

"I just work for wages, and was told by

On 1/31/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by SA JOHN E. McCARTY/ebk Date dictated 2/7/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

HEINTZELMAN to handle S.D. 1-1 and S.D.1-3. No contracts were let on the plumbing work on those jobs as it is my opinion local labor was to be hired.

"I do not know how the letting of bids was done, and I had nothing to do with this. I know nothing about the organizational set up of the Housing Authority on the administrative procedures that were followed.

"The DEWEY CLIFFORD home had to be moved in project S.D. 1-1 as it was in the middle of where a street was to go. The house itself was re-used, but the basement had to be torn out.

"Mr. HEINTZELMAN gave me the cement blocks from this home just to get them out of there. I salvaged four or five hundred blocks from the CLIFFORD house, and used them in the construction of a basement in Pine Ridge. I planned to build a house on the basement.

"There were not enough of the CLIFFORD house to finish the basement, so I got four or five hundred new cement blocks from the project to finish my basement. I hauled these blocks from the project site to my basement in a Housing Authority truck on Sundays and in the evenings. I had authority to use this truck for my personal use if I furnished the gas for it, which I did.

"Before taking any of the new blocks I asked JOE WALTZES, the construction superintendent, if I could buy the blocks, as I knew we had an excess of them. He told me to go ahead and take them.

"While taking them VINCENT BREWER asked me if I had made arrangements to get the blocks. I told him I had. I do not recall if we then contacted HEINTZELMAN or not. I also took about twenty five bags of cement, ten bags of lime and I salvaged some sand from finished basements.

NW 55293 DocId:32989685 Page 522

"Even before I talked to JOE I had asked Mr. HEINTZELMAN if I could buy materials from the project, and he said I could. I didn't specify what materials I wanted, and the only arrangements I made to pay for them was that I told him I would pay whatever the Housing Authority paid for the materials. There was no mention made of who I was to pay or when I was to pay. In my own mind I felt I was to pay the housing authority.

"I obtained these materials in about July or August, 1962. Up to the present time I have not been billed for them, and I have not yet paid for them.

"I know that a house I helped physically build for my mother, JULIA WILSON, was built entirely with materials from the housing project. My mother made all the arrangements for this through Mr. BERGEN, and I had nothing to do with arranging for or paying for these materials.

"Mr. HEINTZELMAN told me to remove everything from the CLIFFORD house so it could be moved. He told me to store the stuff I took out. I took a furnace, a pump, a tub, a stool, a lavatory, a kitchen sink and stove from the house. I also took a pressure tank, which was part of the pump.

"At that time the Housing Authority had no storage area, so I stored the articles in a shed owned by my mother. This was in about August, 1962. I remember VINCENT BREWER asking me later if I had these articles, and I told him I did. I do not recall him telling me to return them to the project.

"I can't recall when, but one time I told HOBART KEITH I had a furnace that belonged to the housing project. He asked to buy it, so I told him to go ahead and take it, which he did. I did not discuss any arrangements for payment with him, but I assumed KEITH made this arrangement with HEINTZELMAN. Later my wife told me KEITH had paid fifty dollars, I believe, to the Housing Authority for the furnace. This is the same furnace I got from the CLIFFORD house.

NW 55293 DocId:32989685 Page 523

"I later gave KEITH the pressure tank because he told me his leaked. No arrangements were made for payment, but I assumed he would pay the Housing Authority for it. This tank was not in exchange for any painting. I did ask KEITH to do a painting for me, and I have already paid him eighteen dollars in cash for it, but he has never given me the painting.

"In the fall of 1962 FRANK E COFFEY was building a bathroom onto his house. I told him of the stuff I had. I assumed he made arrangements through the Housing Authority, because he came and got the tub and the lavatory. I made no arrangements with ECOFFEY for payment of these articles, and I got nothing for them. I don't know if he has ever paid to housing authority for them or not.

"I put in some soil pipe for both KEITH and ECOFFEY in the summer and fall of 1962. In both instances I got the materials I used, which was about twenty five feet of soil pipe and six fittings at KEITH's, and about fifteen feet of soil pipe and four fittings at ECOFFEY's.

"Both of them paid me for my labor. They did not pay for the materials because I figures they would pay the Housing Authority for it. I did not tell them where the material had come from, but they had to know the Housing project is the only place in town it could have come from. I had made no arrangements with anyone ahead of time to take this pipe.

"In about September, 1963 I told JIM RED WING I had some lots, and I wanted to build a building on it, but didn't have the money to go ahead. I had to put a building within ninety days or lose the lots, as this is the policy of the Planning Commission which assigned me the lots.

"I told RED WING I could get the materials through the Housing project. We decided to build the building, with me to use half of it for a plumbing shop, and he to use half for a garage.

NW 55293 DocId:32989685 Page 524

"RED WING bought the first blocks for the building, two semiloads. He bought them from JOHN MAGAHEY (Pho) in Gordon, Nebraska. He also had some he had bought previously from a Reverand UNRAU in Pine Ridge.

"In about October, 1963 I got about one hundred and fifty new cement blocks and twenty five bags of masonry cement from the S.D. 1-2 project. We salvaged sand from finished basements on S.D. 1-3.

"I asked HEINTZELMAN ahead of time if I could get these blocks as we had an excess of blocks on S.D.1-2. He told me I could have them. No arrangements were made for paying for them. I have not been billed for them and have not paid for them. I intend to pay for them soon, I suppose.

"I also got seventy feet of three quarter inch copper tubing and one curb box from the housing project for this building. HEINTZELMAN knew of this, but no arrangement was made to pay for it.

"I have no knowledge of the deal JERRY WEAVER made to put an addition on the house owned by my mother on land he leases from her.

"In about November, 1963 I used sixty feet of half inch copper tubing, twenty eight feet of inch and a half copper tubing, about a dozen fittings, and two frost proof hose bibs, in a plumbing job I did for FRED GERBER. I got this material from S.D. 1-3 project. I had previously made arrangements with Mr. HEINTZELMAN to get whatever materials I needed. He told me just to keep a list of it and check it out through the office whenever I took something, which I did. So I did not specifically ask him for this material.

"GERBER paid me forty six dollars approximately for the labor and material on this job. I have not yet paid for this material, or been billed for it.

NW 55293 DocId:32989685 Page 525

"There are no other plumbing jobs that I have done on a personal basis where the materials came from the housing project.

"I have given a list to whoever might be the Executive Director at the time, each time I got any material. I'm not sure if the tubing and curb box are on the list, which I got for the building RED WING and I are building. I don't know if I've turned this list in yet or not.

"I am also doing the plumbing work on a house for Land Operations on a contract basis. Land Operations is furnishing the materials for this job.

"This statement has been read by Mr. WILSON. He has advised he understands it, and that it is true and correct but that he will not sign it.

"/S/ JOHN E. McCARTY, Special Agent, F.B.I. Pine Ridge, S. D. 1/31/64

"/S/ JAMES F. FAIL, ASO, PRIA, Pine Ridge, S.D. 1/31/64."

WILSON also advised he had received seventy-five dollars ($75.00) from KEITH, but that this was for labor, and was not for the furnace.

The following description was obtained through interview and observation:

Race	American Indian
Sex	Male
DPOB	4/29/34, Pine Ridge, South Dakota, Indian Reservation
Height	5' 11"
Weight	200 pounds
Hair	Black
Eyes	Brown, wears glasses

NW 55293 DocId:32989685 Page 526

MP 46-2614

Scars and Marks	"52" and "W" back left hand. "DICK" back of fingers, left hand.

20

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTI[illegible]N

Date 2/14/64

YVONNE WILSON, Acting Executive Director, Oglala Sioux Housing Authority was contacted in the presence of JAMES F. FAIL. SA McCARTY identified himself, and explained an investigation was being conducted concerning the housing project. She was asked if records of the project were in her custody, and if they might be examined.

Mrs. WILSON advised she does have the records in her custody, but that she would not make them available without a court order, or without the permission of her supervisor, Mr. HEINTZELMAN. She said HEINTZELMAN was out of town until the following week.

Mrs. WILSON stated there is nothing wrong with the records, but she could not make them available without Mr. HEINTZELMAN's permission. She then asked that no other questions be asked, because she would not answer them.

21

On 1/31/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by SA JOHN E. McCARTY/ebk Date dictated 2/7/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/14/64

VINCENT BREWER was re-interviewed under oath. He advised the only list DICK WILSON ever turned in to him was for the five hundred and ten (510) blocks, and WILSON did that only because BREWER had caught him in the act of taking them, and made him list them.

BREWER said the materials from the CLIFFORD house were in a shack in which WILSON was living at the time he found them. He stated there definitely was a storage area at the housing project at the time the CLIFFORD materials were removed, as that is the first thing built at the project.

He stated that to his knowledge neither KEITH nor ECOFFEY has ever paid for any materials from the project. He also said that when he was in office, at no time was there any authority granted to anyone to sell anything except surplus or excess materials, and then to the highest bidder. He said that to his knowledge there is nothing in writing giving anyone authority to sell anything belonging to the project.

22

On 1/31/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by SA JOHN E. McCARTY/ebk Date dictated 2/7/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

On January 31, 1964, LLEWELLYN KINGSLEY was interviewed and he furnished the following signed statement:

"January 31, 1964
Pine Ridge, South Dakota

"I, LLEWELLYN KINGSLEY, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY, who I know to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I am the superintendent of the Pine Ridge Indian Reservation, and because of my position I am an ex-officio member of the Oglala Sioux Housing Authority. I have held these positions since September, 1963.

"In 1961 a contract was entered into between the Housing Authority and the Public Housing Administration. The agreement was the P.H.A. would loan the money to the Authority. The Authority then sold bonds and repaid the government. P.H.A. then pays the interest on the bonds and guarantees their payment.

"CHARLES HEINTZELMAN was assigned by P.H.A. as its representative on the local projects. I am not sure what is the authority of HEINTZELMAN or the Executive Director. The Housing Authority is actually responsible for the entire project. I do not know how far HEINTZELMAN's authority extends insofar as the handling of bids and contracts are concerned. It is my understanding HEINTZELMAN has, as a matter of practice, handled the awarding of bids and contracts with the assistance of his office staff.

"It appears HEINTZELMAN has been acting both as P.H.A. representative and supervisor for the Housing Authority. I believe he is paid only by P.H.A.

NW 55293 DocId:32989685 Page 530

"There is a stipulation, either in the contract or the original ordinance setting up the project, stating the Housing Authority can buy or sell the same as any other corporation. There is also a letter in file from the Tribal Attorney stating it is within the authority of the Housing Authority to sell materials to the Indian people to use in fixing up sanitation in their homes. In my opinion there are no limitations on the sale of materials, but I feel it is the responsibility of the Housing Authority to make sure this doesn't get out of hand.

"At the end of forty years when the bonds are paid off, the entire project is turned over to the Tribe by the government. Until that time, the government has the right to inspect the property, terminate the contract, and actually is totally involved in the whole project. Should the Public Housing Administration feel anything is wrong, it can take the whole project away from the Housing Authority.

"Insofar as to the actual letting of bids and accepting of contracts, I have no knowledge of the mechanics involved. I have never had any reason to question the correctness of the procedures being used. To my knowledge HEINTZELMAN has never discussed any bids or contracts with the Housing Authority.

"I do not know what procedure was supposed to be followed in the disposal of such items as those in the CLIFFORD house.

"I do not know why the first architectural firm left the project. Craig and Brooks was fired by the Housing Authority on HEINTZELMAN's recommendation. The architects claimed inferior or cheaper materials were being used in the buildings than their specifications called for. It is true less expensive materials were being used, on HEINTZELMAN's recommendation, as we had to stay within the limits of the funds we had available.

"I do not feel that any changes made in the specifications materially altered the quality or

NW 55293 DocId:32989685 Page 531

usefulness of the buildings to any significant degree. All the changes had to be approved by the Board, and were minor changes.

"I have never to date had any reason to suspect or believe there has been anything wrong in the housing project in Pine Ridge.

"I want to state I am not sure if the original contract between P.H.A. and the Housing Authority was entered into in 1961 or 1962.

"Actually Craig and Brooks objected to all of the proposed changes and modifications wanted by the Housing Authority. Also the Authority felt the firm was not fulfilling all of the terms of their contract. This is why the firm was discharged. Actually HEINTZELMAN did not recommend dismissing the firm, but he is the one that recommended the proposed modifications.

"I have read this statement of 4 pages and it is true and correct to the best of my knowledge_

"/S/ LLEWELLYN KINGSLEY

"Sworn to and subscribed before me this thirty first day of January, 1964.

"/S/ JOHN E. McCARTY, Special Agent, F.B.I. Pine Ridge S. D. 1-31-64

"/S/ JAMES F. FAIL, ASO, PRIA, Pine Ridge, SD 1-31-64"

On February 3, 1964, AGNES TYON was interviewed and furnished the following signed statement:

NW 55293 DocId:32989685 Page 532

"Feb. 3, 1964
Pine Ridge, South Dakota

"I, AGNES TYON, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY who has identified himself to me to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement, and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I was employed on a part - time basis by the Oglala Sioux Housing Authority from July, 1962 until June 30, 1963 when I resigned. I worked as a bookkeeper, and my duties included preparing checks based on vouchers I was given, and to record receipts taken in by the Housing Authority, based on deposit slips.

"I would estimate twenty five percent of the checks I prepared for payment to lumber companies went to the Hobach Lumber Co. of Rushville, Nebraska. About ten percent went to one or two other companies, and the balance of about sixty five percent went to the Rushville Lumber Company.

"I have no knowledge of anyone having received any materials from the Housing Authority. I know that in reviewing the deposit slips, the only sources of money the Housing Authority ever took in were either rental receipts or advance of funds from the Public Housing Administration. I never knew of the Housing Authority to receive money from any other source.

"I never saw any lists prepared by anyone showing any materials had been received from the housing project. I have no knowledge of the manner in which articles from the DEWEY CLIFFORD house were disposed of.

"I have no way of knowing how much fuel oil was used in any one house.

NW 55293 DocId:32989685 Page 533

"I actually had very little to do with the project except to keep books on a part time basis for the project. To my knowledge no bills were ever sent out by the Housing Authority except for rental bills.

"I have read this statement of two pages and it is true and correct to the best of my knowledge.

"/S/ AGNES L. TYON

"Sworn to and subscribed before me this third day of February, 1964

"/S/ JOHN E. McCARTY, Special Agent, F.B.I. Pine Ridge, S.D. 2/3/64.

"/S/ JAMES F. FAIL, ASO PRIA, Pine Ridge, SD 2/3/64"

NW 55293 DocId:32989685 Page 534

JEM:map
(1)

MP 46-2614

RICHARD BERGEN furnished the following signed statement:

"February 3, 1964
Pine Ridge, South Dakota

"I RICHARD BERGEN, having been duly sworn, make the following voluntary statement to JOHN E. McCARTY, who has identified himself to me to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I was Executive Director for the Oglala Sioux Housing Authority from September First, 1963 until January Fifteenth, 1964, when I voluntarily resigned for personal reasons.

"On September tenth, 1963 at a Housing Authority Meeting, an oral agreement was entered into whereby the Public Health Service would provide a toilet and lavatory for local people wishing to have bathrooms put in their homes. CHARLES HEINTZELMAN agreed to provide the balance of materials necessary to build the bathrooms. He did stipulate this would have to be on a cash basis, as the materials would come from the housing project, and would have to be replaced. I understood this to be primarily an accomodation for local people.

"I then improvised an application form for people desiring materials to fill out. People would fill out the form and give it to me, I would then give the form to MYLES TYLER, who would check the job and put on the form an estimate of the materials needed and the cost involved. The people had to furnish their own labor on the job.

"I did not see the forms after I gave them to Mr. TYLER. He would turn them in to Mrs. WILSON, and the people getting materials were to pay her.

"I gave forms to JESSIE EAGLE HEART, HERNIS MERRIVAL, CLEVELAND DUBRAY, HOBART LEE, JULIA WILSON, and DICK WILSON. It was my understanding that, except for DICK

NW 55293 DocId:32989685 Page 535

JEM:map
(2)

MP 46-2614

WILSON's application, all the applications were for additions to existing houses.

"I recall DICK WILSON's application form was for cement blocks. I do not know what they were to be used for. It was my understanding he submitted this form after they were made up, for blocks which he had previously received. I believe I signed this application, then I realized I was in error, as I did not have approval authority.

"At no time while I was Executive Director did I receive any other notice of any kind that DICK WILSON had received any materials from the housing project.

"It was my understanding from the discussion at the time the agreement was entered into that this was to apply to additions to existing houses. Nothing was said about using materials for other purposes.

"There is a letter in file dated May 29, 1963 from the Public Housing Administration to the Commissioner of Indian Affairs, stating the P.H.A. will make materials available to Indian people for construction projects they might wish to undertake.

"I had nothing to do with the advertising or letting of bids or contracts. This was handled by Mr. HEINTZELMAN and Mrs. WILSON, and I do not know in what manner they were handled.

"I have read this statement of 3 pages and it is true and correct to the best of my knowledge.

"/s/ RICHARD BERGEN

"Sworn to and subscribed before me this third day of February, 1964.

"/s/ JOHN E. McCARTY, Special Agent, F.B.I., Pine Ridge, S. D. 2/3/64

"/s/ JOHN F. FAIL, ASO, PRIA, Pine Ridge, S. D. 2/3/64"

NW 55293 DocId:32989685 Page 536

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/14/64

CHARLES EDWARD HEINTZELMAN furnished the following signed statement.

"February 4, 1964
Pine Ridge, South Dakota

"I, CHARLES EDWARD HEINTZELMAN, having been duly sworn, make the following voluntary statement to JOHN E. MC CARTY who has identified himself to me to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement, that I may talk to a lawyer before giving it, and that this statement may be used against me in court.

"No threats, promises, or force of any kind has been used to make me give this statement.

"I am assigned to the housing project at Pine Ridge, South Dakota by the Public Housing Administration. I have no part in the organizational or financial set up with the project, but it is my understanding that the Pine Ridge project was set up in the following manner.

"The P.H.A. made a preliminary loan to the local Housing Authority to be used in making surveys, hiring architects, etc. When this was done, and P.H.A. had approved the deal, temporary notes were issued by the Housing Authority to raise money to pay off the preliminary loans, and to raise money to operate on.

"When the project is far enough along that the final cost can be determined, the Housing Authority sells bonds on the project. Money raised by the bonds is used to pay off the temporary notes and to finish the job. The Housing Authority then redeems the bonds with moneyfrom rentals.

"The federal government guarantees repayment of the bonds, but it is my understanding the government

30

On 2/4/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by Special Agent JOHN E. MC CARTY/sja Date dictated 2/10/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

has no money in the Pine Ridge project at the present time. P.H.A. can step in at a later date, if necessary, and take over the project however. Also, if necessary, P.H.A. can subsidge the Housing Authority if rental income is not sufficient to meet the financial requirement of the project.

"My job normally is as an inspector for P.H.A. to inspect construction, and make sure P.H.A. standards are met. The Pine Ridge project is unique in that it was built "forced account." This was done to insure that local Indians would be given work on the project.

"Since the local Housing Authority had no knowledge as to how to build this project, I was asked by the Housing Authority to build the project. I have acted in the capacity of both inspector for P.H.A., and contractor, purchasing agent, and about everything else, for the local Housing Authority. This has been done with the knowledge of my superiors in the Chicago Office of P.H.A.

"Advertisements for bids are prepared by my office. They specify a date by which the bids are to be in. Normally there is no specific time that these bids have to be opened.

"I would normally open the bids, and discuss them with at least part of the Housing Authority members. This was not always done in Housing Authority meetings, as that group normally meets but once a month, and we might have many bids to accept or reject before the next meeting was scheduled. The Housing Authority has given me authority to accept or reject bids.

"There have been occasions where I have rejected all the bids received on a particular item, if I felt they did not meet specifications. I would then go out and obtain other lower or more satisfactory bids, but I did not make the original bids we had received public.

"I do not know if ALBERT DALE has an interest in the Rushville Lumber Company or not. That company did receive many of the contracts for building materials. This was just because that company could sell the Housing Authority materials meeting our specifications at a lower cost than other companies.

"I did give DICK WILSON the old cement blocks from the DEWEY CLIFFORD home, as many of them could not be salvaged, and they had to be moved from the project.

"I told WILSON to remove the fixtures from the CLIFFORD house and store them in our storage yard. I did not know he had not stored them there. I did not know until after it was done that WILSON had sold a furnace to KEITH. I know KEITH recently paid the project office, or the Housing Authority, fifty dollars for the furnace. I feel this was a fair price. I assume the rest of the articles from the CLIFFORD home are still in the possession of the Housing Authority. These articles did not have to be sold on bid. The Authority would just sell them to whoever inquired about buying it and gave the highest offer.

"We did have an excess of cement blocks, and I told WILSON he could buy whatever blocks he might need, that he should list any materials he did obtain, and that he would have to pay for them.

"I am unaware of any plumbing supplies WILSON might have taken for his own personal plumbing jobs.

"The Housing Authority did pass a resolution stating local people could buy necessary materials from the project to use in remodeling or fixing up their homes. This was to apply primarily to bathrooms, and the people were to be billed for the materials used. If WILSON used plumbing supplies on such jobs it would have been under this authorization.

"I had no advance knowledge of the construction of any complete homes, plumbing shops, or restaurants with Hosuing Authority materials. The Housing Authority owns the materials however, and could have sold them for this purpose if it so desired. DICK BERGEN was hired by the Housing Authority to handle this, and I had no direct connection with it.

"I was asked by an electric company employee in Rushville, Nebraska to get windows for his new home, but I refused to do so.

32

"I know the MENIVALS, EAGLE HEARTS, and a few other people have used Housing Authority to put additions on their homes.

"I recently told Mr. BLACKSMITH, who works in the project office, to bill people for the materials they have received. I am quite sure everyone either has or will have to pay for all materials received from the Housing Authority.

"The Housing Authority, and not I, discharged the architectural firms of Evans Lucas and Craig and Brooks. These firms had submitted specifications for such expensive items they were completely out of reason. We had to build the project within the limits of the funds we had available.

"I purchased the refrigerators for Project S.D.1-1 from the lowest bidder in Minneapolis, Minnesota. The stoves were part of a mass purchase by P.H.A. in Chicago, and I had nothing to do with that purchase.

"The money spent on the projects has been considerably less than the alloted amount.

"P.H.A. maintenance engineers have inspected the buildings for quality of materials and to make sure specifications have been met. These engineers are out of the Chicago Office and are not under my supervision. They have found nothing to indicate any inferior products have been used in the project. The work on S.D. 1-2 and S.D. 1-3 has to meet the inspections of the architect on those jobs, Mr DAMA, who is working for the Housing Authority. Also the building must meet P.H.A. specifications and conform to plans and specifications, and inspection for P.H.A. is done by me.

"I have read this statement of seven pages and it is true and correct to the best of my knowledge.

"/s/ CHAS. E. HEINTZELMAN

"Sworn to and subscribed before me this fourth day of February, 1964
"/s/ JOHN E. MC CARTY, Special Agent, FBI, Pine Ridge, SD, 2-4-64

33

MP 46-2614

"/s/ JAMES F. FAIL, ASO PRIA Pine Ridge SD. Feb 4/64"

The following description of HEINTZELMAN was obtained:

Sex	Male
Race	Caucasian
Date of Birth	February 29, 1896
Height	5'9"
Weight	170 pounds
Hair	Greying
Build	Medium
Characteristics	Wears glasses
Residence	Minneapolis, Minnesota

34

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/10/64

SAMUEL STANDS, having been duly sworn, was interviewed in the presence of Special Officer JAMES F. FAIL. STANDS advised he is the Chairman of the Oglala Sioux Housing Authority. He also stated he has a fourth grade education, and cannot read or write very well.

STANDS furnished the following information.

He is not very familiar with the financial or organizational structure of the Oglala Sioux Housing Authority, and does not know if the Housing Authority has paid back to the Public Housing Administration, the money originally borrowed from it.

All bids and contracts were handled by Mr. HEINTZELMAN or MYLES TYLER, the Construction Superintendent, and no one ever discussed any bids with him.

The Housing Authority members, and not HEINTZELMAN, wanted changes made in the plans submitted by architects. When the architects refused to go along with the requested changes, the Authority, acting on its own initiative, fired the architects.

The Housing Authority orally agreed that local Indians could buy materials from the housing project for use in their own construction jobs on the reservation. The purchasers were to repay the Authority for any materials they bought. He believes only materials to be used in adding bathrooms to homes were to be sold. He does not know for sure if the authority was extended to sell materials for other uses or not.

Sometimes bids would be opened by the Authority, and sometimes by HEINTZELMAN. The Authority as a whole would decide which bid to accept. He does not know if HEINTZELMAN ever accepted any bids on his own or not. To his knowledge HEINTZELMAN always let contracts on the bids accepted by the Authority, and did not make any unwarranted changes. The Authority members did look at various material samples submitted with bids, and would then decide which bid it wanted to accept.

35

On 2/4/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by Special Agent JOHN E. MC CARTY/sja Date dictated 2/10/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

HEINTZELMAN did offer advice and suggestions when asked by the Authority, but, in his opinion, did not do anything which he was not authorized to do.

He said in his opinion everything connected with the housing project is normal. He has personally inspected the buildings, and has never found any instance where materials were installed which were different than the materials the Authority had selected.

It is his belief and understanding that all funds and materials involved in the project are property of the Oglala Sioux Housing Authority.

NW 55293 DocId:32989685 Page 543

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/14/64

GORDON REICHENBERG, Nebraska Consumers Power Company, advised he had requested CHARLES HEINTZELMAN to let him buy windows for his home through the housing project. He did not feel there was anything out of the normal in this.

He stated Mr. HEINTZELMAN refused to sell him any, however, and he made all of his purchases direct from the Rushville Lumber Company and the Oglala Sioux Housing Authority and Mr. HEINTZELMAN had no part in his purchases.

37

On 2/4/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by Special Agent JOHN E. MC CARTY/sja Date dictated 2/10/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/14/64

Mrs. YVONNE WILSON made available records after she advised such authorization had been made by CHARLES HEINTZELMAN.

Minutes of the Oglala Sioux Housing Authority reflect that on June 4, 1962, a motion was made and carried "That the Oglala Sioux Housing Authority authorize the Executive Director and the Superintendent of Construction together with the authority of the Public Housing Administration to complete all negotiations, and for the Executive Director or the designee to sign all purchase orders as the results of bids of the Oglala Sioux Housing Authority".

The minutes of June 18, 1962, corrected and adopted the previous minutes to read that the Housing Authority delegates to the Executive Director and the Superintendent of Construction the authority to incur obligations for labor and materials subject to approval of the Public Housing Administration representative, and that all purchase orders after clearance may be signed by the Executive Director.

The minutes of January 19, 1962, contain remarks by Superintendent TOWLE stating the Tribe is to sell bonds to the Federal Reserve Bank, to obtain money to start the housing project. Each year the amount of the bonds becoming due are redeemed by appropriations from the United States Government to the Public Housing Administration. This money would not have to be repaid by the Housing Authority or the Tribe.

There are numerous odd pieces of paper and a few forms inthe files, reflecting various people, including RICHARD WILSON, had received materials from the housing project, and lists the materials received.

Mrs. WILSON pointed out that several people, including FRED GERBER and HOBART KEITH, have paid for materials received by them. She said actually the sums received from these two men were paid to DICK WILSON and he in turn paid the Housing Authority.

38

On 2/4/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by Special Agent JOHN E. MC CARTY/sja Date dictated 2/10/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

She also advised bills have not yet been prepared for many of the outstanding obligations by people on the Reservation, but that they will be prepared and mailed in the near future. She also pointed out that Public Housing Administration Auditors have checked the books on monthly basis, including the plan of operation regarding the sale of materials to local individuals, with nothing noted by them as being out of line.

NW 55293 DocId:32989685 Page 546

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 2/14/64

Doctor MICHAEL OGDEN, United States Public Health Service, Pine Ridge Indian Reservation, advised MARIS PUBULIS is the Project Sanitation Engineer on this Reservation. He is presently unavailable, but is the person that would know of any agreements entered into between Public Health, the Housing Authority, or anyone else, regarding the availability of materials or supplies to local Indians.

Dr. OGDEN stated he knows Public Health does furnish only lavatories and stools to local people, and that they are responsible for getting any other fixtures, and the building materials necessary, to add bathroom facilities to their homes.

4

On 2/11/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by Special Agent JOHN E. MC CARTY/sja Date dictated 2/12/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 46-2614

"February 11, 1964
Pine Ridge, South Dakota

"I, DUANE CHESTER MOXON, having been duly sworn, make the following voluntary statement to JOHN E. MC CARTY, who I know to be a Special Agent of the Federal Bureau of Investigation.

"I have been advised I do not have to give this statement and that it may be used in court. No threats, promises, or force of any kind has been used to make me give this statement.

"I am the Land Operations Officer on the Pine Ridge Indian Reservation. I was acting Superintendent of the Reservation from approximately June through the middle of September, 1963, on on intermittant basis, and as a result of this I was also the ex-officer member of the Oglala Sioux Housing Authority.

"I recall one meeting of the Housing Authority when there was a discussion as to the authority of the Housing Authority to sell materials from housing project to local people who needed materials. I do not recall if there was a specific agreement or resolution passed giving this authority to the Housing Authority, however I know it was generally agreed by the Authority members that the meterials could be sold. I also know there is correspondence somewhere from the Tribal Attorney stating the Housing Authority does have the authority to sell housing project materials. There was no limitation put on the type of materials the Authority could sell, that I recall. I know my own organization has purchased materials both directly and indirectly from the housing project, and there is nothing improper in this operation.

"I sat in on only a few Housing Authority meetings, and I recall only one instance where Mr. HEINTZELMAN discussed bids with the Authority, and this was on bricks.

"I do recall the Authority, being laymen, placed great confidence in Mr. HEINTZELMAN, and pretty much authorized him a free hand in running the project.

"It is my belief, based on my knowledge of the operation, that there is nothing of an improper nature involved in the housing project.

4

"I would like to point out that the Bureau of Indian Affairs made only one direct purchase from the Housing Authority. This purchase was made for the Land Operations Accelerated Works Program, and consisted of the purchase of cement on an emergency basis.

"I also am aware that materials we have purchased from the Building Supplies and Services of the Oglala Sioux Tribe, come from the Housing Authority.

"I have read this statement of three pages and it is true & correct to the best of my knowledge.

"/s/ DUANE C. MOXON

"Sworn to and subscribed before me this eleventh day of February, nineteen sixty four at Pine Ridge, South Dakota.

"/s/ JOHN E. MC CARTY, Special Agetn, FBI, Pine Ridge, S.D. 2/11/64
"/s/ JAMES F. FAIL, ASO, PRIA, Pine Ridge, SD, 2/11/64"

42*

FD-263 (Rev 5-1-59)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
OMAHA	MINNEAPOLIS	2/19/64	2/13/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN, Inspector, Public Housing Administration, Pine Ridge, South Dakota, Indiana Reservation; RICHARD ALLEN WILSON; ALBERT DALE	ROBERT D. KINSEY	mrh
	CHARACTER OF CASE: FAG	

REFERENCE

Minneapolis airtel to Chicago 2/7/64.

RUC.

MISCELLANEOUS

Both ALBERT DALE, President, Stockmen's National Bank, and ROY CURTISS, Secretary-Treasurer, Rushville Lumber and Coal Co., both Rushville, Nebraska, advised they are satisfied groundless rumors concerning this matter are being disseminated by disgruntled Indians who were discharged from various jobs on the Oglala Sioux Housing Authority, Pine Ridge, South Dakota.

- A * -

COVER PAGE

APPROVED SPECIAL AGENT IN CHARGE

COPIES MADE:
4 - Bureau
3 - Minneapolis (46-2614)
1 - Omaha (46-2570)

DO NOT WRITE IN SPACES BELOW

SC FEB 27 1964

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY	Acc RAO			
REQUEST RECD.				
DATE FWD.				
HOW FWD.				
BY				

NOTATIONS

SEC'Y
ASST. SEC'Y

58 MAR 5 1964

U.S. GOVERNMENT PRINTING OFFICE 10—70324-1

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to:

Report of: SA ROBERT D. KINSEY Office: OMAHA
Date: 2/19/64

Field Office File No.: OM 46-2570 Bureau File No.:

Title: CHARLES EDWARD HEINTZELMAN,
Inspector, Public Housing Administration,
Pine Ridge, South Dakota, Indian Reservation;
RICHARD ALLEN WILSON;
ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis: ALBERT DALE, President, Stockmen's National Bank, Rushville, Nebraska, advised instant project will eventually be owned by Oglala Sioux Tribe, is currently being constructed and financed through temporary notes with National City Bank of New York, New York City, N.Y. Bonds to finance the entire project have been advertised and to be handled by Hartford National Bank and Trust Co., Hartford, Connecticut. Mr. DALE believes certain U.S. Government funds involved as the entire housing project is being subsidized by U.S. Government. DALE stated regulations provide that materials property of the Oglala Sioux Housing Authority may be sold to Indians who are repairing and improving their living quarters. Such sales are legally made at cost and an accounting is made in each instance. DALE stated HEINTZELMAN has full authority of Oglala Sioux Housing Authority, subject to review by his superiors at Public Housing Administration Headquarters, Chicago, Illinois. DALE stated Authority has complete confidence in HEINTZELMAN and he feels allegations against HEINTZELMAN are without foundation. DALE has no interest in Rushville Lumber and Coal Co., Rushville, Nebraska. ROY CURTISS, Secretary-Treasurer, Rushville Lumber and Coal Co., Rushville, Nebraska, emphatically denied any favored position in relation to bids submitted on project at Rapid City, South Dakota. He also insisted he had no advance info as to amounts of bids submitted by his competitors.

- RUC -

DETAILS:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Date February 18, 1964

1

ALBERT DALE, President, Stockmen's National Bank, was interviewed at the Stockmen's National Bank, at which time he was advised the purpose of the interview was to secure information relative to some complaints of possible wrongdoing in connection with the construction of some 127 private homes and a 23-unit old folks home at the Pine Ridge Indian Reservation, Pine Ridge, South Dakota.

DALE was advised he did not have to submit to an interview, that he need not provide any information, that any information he might provide could be used against him, and that he was entitled to discuss this matter with an attorney, if he so desired.

DALE was further informed that in a matter such as this that might involve possible fraud against the government the interviewing agent had authority to conduct such an interview under oath.

DALE stated he had expected an interest in the matter on the part of the FBI due to the fact he knows a number of rumors have been going about the reservation involving CHARLES EDWARD HEINTZELMAN, Inspector for the Public Housing Administration.

DALE stated it was his sincere wish to cooperate in every way possible in an effort to refute once and for all these very vicious rumors which according to him threaten the entire effort to improve the living conditions of the Sioux Indian nation.

DALE further stated he had absolutely nothing to hide, did not desire to consult with an attorney, and would consent to be interviewed under oath.

DALE was placed under oath by SA ROBERT D. KINSEY.

DALE related he has been associated with the housing project at Pine Ridge, South Dakota, virtually since its inception and has served as non-paid treasurer for the Oglala Sioux Housing Authority (OSHA). He did state he receives $5.00 mileage for each round trip he has to make from Rushville,

---

On 2/13/64 at Rushville, Nebraska File # OM 46-2570

by SA ROBERT D. KINSEY:mrh Date dictated 2/14/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 552

Nebraska, to Pine Ridge, South Dakota. DALE noted he accepted this duty, feeling it was a public service due to the fact he felt the purpose of the project which was to improve the slum living conditions of the Sioux Indians was a most worthy undertaking.

DALE stated the project has been going on for about three years and original funds to start the project were advanced by an agency of the U. S. Government, as he recalls the Public Housing Administration. He stated the advance money was not received nearly fast enough to pay off the various contractors and laborers on the job and much of the sum of $1,500,000.00 was secured through temporary notes to the National City Bank of New York, New York, City, New York. He stated bonds to cover the total cost, approximately $2,600,000.00 for the whole project, already have been advertised and will be issued and placed on sale by the Hartford National Bank and Trust Company, Hartford, Connecticut, at 2:30 p.m., March 2, 1964.

DALE said despite this sale of bonds he is of the opinion some U. S. Government funds will be involved as the Government is subsidizing the slum clearance program on the Pine Ridge Indian Reservation.

DALE stated the aim of the project, in addition to providing a total of some 127 new private homes and a 23-unit old folks home, also has provisions to repay Indians whose homes are destroyed or moved to make room for the new units as well as providing assistance to Indians who desire to modernize and repair existing residences.

DALE advised a body known as the Oglala Sioux Housing Authority was set up and this group consists of the following persons:

SAMUEL STANDS, Chairman;
EMIL TIBBETTS, Secretary;
LEWELLEN KINGSLEY, Ex-Officio Member;
C. HOBARD KEITH, Member of the Board;
ALBERT DALE, Treasurer,

NW 55293 DocId:32989685 Page 553

DALE noted that neither himself nor any other member of the Authority is a builder and the entire project is being overseen by a Mr. CHARLES EDWARD HEINTZELMAN, Inspector, Public Housing Administration (PHA). He said HEINTZELMAN resides in Minneapolis, Minnesota, but works out of the PHA Headquarters at Chicago, Illinois, and usually spends about every other week at the site of the Pine Ridge project.

DALE noted a CHARLES A. REED is project manager, a MILES TAYLOR is construction superintendent for the building of the individual residences, and a Mr. ARNOLD WALTERS is construction foreman for the old folks home.

DALE related he has complete confidence in the ability and integrity of HEINTZELMAN and he has been given complete authority to act for the OSHA. He said HEINTZELMAN handles the advertising and publication of the bids, accepts or rejects these bids subject to review by his superiors, PHA at Chicago, and generally is responsible for the entire project.

DALE stated the programing of the slum clearance on the Pine Ridge Indian Reservation, in addition to providing for the new private homes and for the construction of a 23-unit old folks home, also provided for the remodeling of existing homes and under this authority it was permissible for the OSHA to sell to individual Indians materials from OSHA building stock-piles for these repairs and renovations.

In this connection, DALE stated he recalled several Indians had purchased stools and lavatories from OSHA to add bathrooms to their residences and he also recalled a WILLIAM GOINGS secured sufficient materials to add a room to his residence.

DALE stated a close accounting is maintained for all such transactions, which he described as quite numerous, but he did not feel the entire amount expended would be much over $10,000.00, if that much.

In this connection he noted PHA in Chicago sends out an auditor who regularly audits the entire operation at the Pine Ridge Indian Reservation for all phases of the construction.

DALE stated very good progress is being made on all components of the construction, noting the old folks home is scheduled to be completed on April 1, 1964, one section known as S.D. 1-1 of the private home construction, is complete and the other section, known as S.D. 1-3 of the private home construction is between 40% and 50% complete.

In further reference to bids solicited for construction, DALE noted regulations provide the calling for bids be advertised, specifications are described, a letting date is set, and it is required that three bids be secured. He said he has never had any suspicions that the entire handling of the bids was not completely fair, honest and above board.

DALE advised he was well aware of the fact that a local lumber yard at Rushville, Nebraska, the Rushville Lumber and Coal Company, has provided a considerable amount, probably at least 50-60% of the total lumber used on the project. He said this appeared very logical to him as this yard is much closer to the project than yards at Rapid City, South Dakota, and other sizeable South Dakota cities. As a result of their proximity to the project the Rushville Lumber and Coal Company has definite shipping advantages which in his opinion would allow this concern to underbid more remotely located competitors.

DALE stated he has absolutely no financial interest in the Rushville Lumber and Coal Company and after checking bank records to be certain advised the bank has absolutely no loans to this concern.

DALE related he has no information to indicate bids for lumber that may have been made by the Rushville Lumber and Coal Company are handled in any fashion or in any way different from the handling of the many types bids accepted for the multitude of different items used on the project.

NW 55293 DocId:32989685 Page 555

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date February 18, 1964

1

ROY CURTISS advised he is principal stockholder, Secretary-Treasurer and the active manager of the Rushville Lumber and Coal Company at Rushville, Nebraska.

CURTISS was informed certain allegations had been made relative to the volume of material his company had provided for the construction of a number of private homes and an old folks unit under the Public Housing Authority (PHA) at Pine Ridge, South Dakota. He was further advised that allegations had been made indicating his company might possibly have been provided preferential treatment in bidding and might have been given advance information relative to the bids submitted by competing bidders.

CURTISS was further informed he did not have to make any statement; that any statement he might make could be used against him in court, and that he was entitled to the services of an attorney if he so desired.

CURTISS was also advised that since this investigation involved possible fraud against the U. S. Government, interviewing agent had the authority to question him under oath if he was agreeable. CURTISS advised he could not understand how such allegations could be made, that he and his firm were entirely innocent of any wrongdoing and he stated he desired to cooperate fully.

CURTISS was placed under oath by SA ROBERT D. KINSEY.

CURTISS advised he personally had handled virtually all business associated with the public housing being constructed at the Pine Ridge Indian Reservation, Pine Ridge, South Dakota. In particular, CURTISS advised he had handled all the bids submitted for materials furnished by his company for this job.

CURTISS stated he would hear of the items up for bids through regular channels and if interested he would secure the necessary bid forms which listed the material to be furnished along with the specifications.

On ~~2/13/64~~ at ~~Rushville, Nebraska~~ File # ~~OM 46-2570~~

by SA ROBERT D. KINSEY:mrh Date dictated 2/14/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

CURTISS said he would then figure out his bid and submit it through normal channels.

CURTISS emphatically stated neither CHARLES HEINTZELMAN, who he knows as the Inspector for the Public Housing Administration, nor anyone else has ever given him any information as to the amounts of the bids submitted by any other firm and neither has he or his company ever been made an offer by anyone to help his company get any contracts on the Pine Ridge project in any way other than through normal and legitimate business procedures.

CURTISS volunteered that his company has served the Pine Ridge Reservation,which is only a little over twenty miles from Rushville, Nebraska, for years and has a truck which makes daily deliveries to the area. He noted he was in a much better position to serve the project on the basis of a favorable position as far as shipping charges were concerned and he could normally be expected to be able to underbid suppliers from a greater distance from the project.

He also advised that in 1962 before the administrative controls were completely set up on the project he was able to supply a considerable amount of material which was needed immediately and could be purchased locally without the letting of bids. He said his company would realize its normal margin of profit on such sales, but since 1963 almost all items have been supplied to the project under sealed bids and to supply such material it is necessary for him to bid on a very small profit margin.

CURTISS further advised he considers CHARLES HEINTZELMAN as doing an excellent job on the project and in protecting the interests of the Sioux Indians and the U. S. Government.

CURTISS stated ALBERT DALE, President of the Stockmen's National Bank, Rushville, Nebraska, owns no stock in his company and his company has no loans with the Stockmen's National Bank.

NW 55293 DocId:32989685 Page 557

FD-263 (Rev 5-1-59)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
CHICAGO	MINNEAPOLIS	2/24/64	2/17 - 18/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN Inspector, Public Housing Administration, Pine Ridge, South Dakota, Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	FRANK B. FOLEY	MJT
	CHARACTER OF CASE: FAG	

REFERENCE: Minneapolis airtel to Chicago dated 2/7/64.

- RUC -

- A* -

COVER PAGE

APPROVED	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW
COPIES MADE: 4 - Bureau; 3 - Minneapolis (46-2614) (1 - USA, Sioux Falls, S. D.); 1 - Chicago (46-3873)		8 FEB 26 1964; REC-33; 7-15

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY	NCC RAC			
REQUEST RECD.				
DATE FWD.				
HOW FWD.				
BY				

NOTATIONS: SEX STAT. SECT.

58 MAR 5 1964

U.S. GOVERNMENT PRINTING OFFICE 16—76324-1

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls, South Dakota

Report of: SA FRANK B. FOLEY
Office: Chicago
Date: 2/24/64

Field Office File No.: 46-3873
Bureau File No.:

Title: CHARLES EDWARD HEINTZELMAN
Inspector, Public Housing Administration,
Pine Ridge, South Dakota, Indian Reservation;
RICHARD ALLEN WILSON; ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis:

Investigation at Public Housing Administration (PHA), Chicago, reflects Pine Ridge housing projects constructed by Oglala Sioux Housing Authority financed under Housing Act whereby in final analysis total cost financed by issuance bonds by local housing authority, payment of which guaranteed by PHA which makes contribution to annual debt service. Any irregularities increasing cost of project would increase amount government's annual contribution. Title to all materials, etc., is in local housing authority. Pine Ridge project unique being first and only one wherein local housing authority acting as general contractor. HEINTZELMAN assigned to project by PHA. His function advisory only and letting of contracts, etc. under jurisdiction of local housing authority. HEINTZELMAN's supervisor states no irregularities known to him and describes HEINTZELMAN as dedicated employee of highest integrity who did outstanding job on Pine Ridge project and received superior achievement award therefor.

- RUC -

DETAILS:

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agenc
its contents are not to be distributed outside your agency.

EDWARD ARNOLDS, Assistant Regional Attorney, Public Housing Administration (PHA), Regional Office, 185 North Wabash Avenue, Chicago, Illinois, furnished the following information:

The Pine Ridge, South Dakota, Indian reservation housing project was developed and constructed in accordance with the Housing Act under which a legally constituted housing authority applies to the PHA for approval of development and financing of a low rent housing project. PHA enters into a preliminary loan contract whereby PHA advances funds to the local housing authority to do preliminary planning to determine the need for and feasibility of low rent housing. When the project has been approved PHA enters into an Annual Contributions Contract with the local housing authority covering the full estimated cost of the project whereby it agrees to loan money to the local housing authority to construct the project and under which disbursements are made to the local housing authority as needed - generally the estimated funds needed for a three month period. The local housing authority signs an open-end note for the full estimated cost of the project, and is legally allowed to borrow up to 90% of such total estimated cost. As advances are made to the local housing authority, the amounts thereof are endorsed on the said notes. After the project is under way, the local housing authority issues temporary notes to finance the construction which are sold to private investors, usually banks, and the proceeds of which are used in part to repay PHA advances to that time. The temporary notes are generally in an amount to cover funds needed for a six month period and as of the date of issuance total the amount of advances made to that time by PHA and the additional funds which it is estimated will be required for the ensuing six months. Financing during the construction period is continued by the issuance of temporary notes, generally for six month periods, however, should additional funds be needed prior to maturity of such notes, PHA can and will advance additional funds to the local housing authority, which again upon issuance of a new series of temporary notes, will be repaid.

On 2/17-18/64 at Chicago, Illinois File # CG 46-3873

by SA FRANK B. FOLEY/MJT Date dictated 2/19/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

When the project is substantially completed, permanent financing is arranged, which consists of bonds issued by the local housing authority. These bonds are serial bonds, which mature over a period of 40 years and PHA guarantees the principal and interest to the extent provided for in the Annual Contributions Contract. These bonds are sold to private investors. The bond indenture provides for a fixed annual payment which will liquidate the total obligation over a period of 40 years. Under its contract with the local housing authority, PHA is obligated to make up the portion of the annual payment which the local housing authority does not have funds to meet from its operations. This payment is limited under the contract to a certain amount, however, in practice it is usually sufficient to liquidate 100 per cent of the cost of the project if required.

With regard to the Pine Ridge, South Dakota, Indian reservation housing project, PHA was approached by a Washington, D. C. law firm representing the Indian tribe to determine whether it could qualify for low rent housing. It was informed that it could by meeting the requirements of the Housing Act which meant organizing a legally constituted housing authority. This was done and the Oglala Sioux Housing Authority (OSHA) became such authority. The preliminary planning contract was entered into by PHA with OSHA in September, 1961, and eventually the project was approved and an Annual Contributions Contract was entered into in June, 1962. This project actually included three projects, two of which were covered in the initial contract, and the third added as an amendment to the contract. Advances to finance initial construction were made by PHA to OSHA beginning in June, 1962, and the initial series of temporary notes to finance contruction were issued by OSHA in about November, 1962. The third and last series of temporary notes matured January 10, 1964. Permanent financing, consisting of bonds, has been arranged and the bonds sold and to be delivered March 3, 1964. As there was a short interval between maturity of the temporary notes and delivery of the bonds representing permanent financing, PHA advanced sufficient funds to pay off the principal and interest of the temporary notes which matured on January 10, 1964. This amounted to $1,576,613.71. Accordingly, OSHA is indebted to PHA at the present time in that amount plus interest on the said amount from January 10, 1964, at 3 7/8 per cent. This indebtedness will be liquidated upon delivery of the bonds constituting the permanent financing on March 3, 1964. These bonds will total $1,690,000 and the fixed annual payment will amount to $79,230.

NW 55293 DocId:32989685 Page 561

Mr. ARNOLDS stated that there was no running record of advances, etc., maintained in the Chicago Regional Office and that a complete record of advances, issuance of temporary notes, etc., regarding the financing of the Pine Ridge, South Dakota projects could best be obtained from the Fiscal Branch of PHA, Washington, D. C.

Mr. ARNOLDS made available the finance file relating to the Pine Ridge project, which reflected the following:

A copy of a letter dated May 24, 1962, from THOMAS D. THOMPSON, Development Division, to MARIE C. MC GUIRE, Commissioner, captioned "Use of Force Account - Project SD-1-1, Pine Ridge", bearing stamped approval of MARIE C. MC GUIRE dated June 16, 1962. This letter constituted approval to waive provisions of Section 107 (D) of Part II of the Annual Contributions Contract to extent necessary to permit project SD-1-1, Pine Ridge, to be built by the force account method. This method was explained as one whereby Tribal Authority will utilize the available labor force and direct the construction work themselves.

A copy of consolidated Annual Contributions Contract Number C-354 reflected that this contract was entered into on June 7, 1962, by the PHA and OSHA, a body corporate and politic organized and existing under the laws of the Oglala Sioux Tribe of the Pine Ridge Reservation. It specified that the local housing authority was undertaking development and operation of low rent housing as defined in the U. S. Housing Act of 1937, as amended, as follows:

Project #	Estimated # Development Units	Estimated Total Development Cost	Statutory Development Cost of Construction and Equipment Per Room	Maximum Development Cost Per Room	Initial Loan Commitment
SD-1-1	50	$793,664	$2,000	$1,733	$79,000
SD-1-2	23	$326,568	$3,000	$3,065*	$32,700
SD-1-3	76	$1,159,476	$2,000	$2,043	$115,000

* 22 units designed for elderly

NW 55293 DocId:32989685 Page 562

Project SD-1-3 was added to the contract by Amendment #1 dated February 28, 1963.

Section 1, Paragraph (D), states that the U. S. Government has approved the making of the contract and the undertaking by the PHA of the loan and annual contributions as provided in the contract and on PHA List Number 2088, 2098 and 2526.

PHA List Number 2088 dated May 23, 1962, relating to project SD-1-1, PHA List Number 2098 dated May 22, 1962, relating to project SD-1-2, and PHA List Number 2526 dated February 26, 1963, relating to project SD-1-3, reflecting the following pertinent data:

Project #	Maximum Rate of Annual Contributions	Maximum Federal Annual Contributions	Maximum Loan
SD-1-1	6%	$47,619	$ 714,297
SD-1-2	6%	$19,594	$ 293,911
SD-1-3	5 7/8%	$68,119	$1,043,528

Section 7 of the contract provides that PHA shall lend the local housing authority amounts as determined pursuant to Section 410, and Section 8 provides for the making of annual contributions by PHA to the local housing authority. The contract was signed for OSHA by SAMUEL STANDS, Chairman of OSHA, and was signed for PHA by WILLIAM E. BERGERON, Director, Chicago Regional Office.

The file contained copies of Advance Notes, all signed for OSHA by SAMUEL STANDS, Chairman, attested to by PETER M. CUMMINGS, Secretary, as follows:

Advance Note #	Date of Note	Project	Amount
1	5/7/62	SD-1-1	$ 793,664
2	5/7/62	SD-1-2	$ 326,568
3	2/25/63	SD-1-3	$1,159,476

NW 55293 DocId:32989685 Page 563

As indicated, the above described documents were copies and bore no endorsements of funds advanced under them.

There were copies of several documents contained in the file of requests for advances submitted by OSHA and copies of some approvals by the Fiscal Branch of PHA, however, these did not appear to be complete and as stated by Mr. ARNOLDS, a complete and reliable record would have to be obtained from the Fiscal Branch in Washington, D. C.

Copies of these documents did reflect that the initial advance by PHA to OSHA on the project was made on or about June 14, 1962. The latest and last requisition for funds by OSHA was dated October 22, 1963, and related to the advance to be made by PHA to pay off the temporary notes which matured on January 10, 1964, and provided for advance totalling $1,576,613.71, covering all three projects.

It was noted that the total estimated development cost for the three projects per the contract was $2,279,708, whereas Mr. ARNOLDS advised the permanent financing consisting of the bonds of OSHA totalled $1,690,000. ARNOLDS stated that the total bond issue represents the total cost for construction of the three projects and explained that when the permanent bonds are to be issued a minimum development cost determination is made and this is used as the total of the bond issue by the local housing authority. He added that if it develops an additional amount is needed, which would usually be a small percentage, PHA can make a direct loan to the local housing authority.

ARNOLDS advised that the project in every case, specifically in the Pine Ridge project, is constructed by the local housing authority, which has title to all materials, etc., relating to the project.

ARNOLDS also advised that if irregularities occurred on the Pine Ridge or any project resulting in an increase in the total cost of the project, there would be a corresponding increase in the U. S. Government's annual contribution and, therefore, the Government would suffer a loss.

NW 55293 DocId:32989685 Page 564

FD-302 (Rev. 1-25-60) FEDERAL BUREAU OF INVESTIGATION

1

Date 2/20/64

HAROLD BROWN, Chief of the Construction Section, Chicago Regional Office, Public Housing Administration (PHA), 185 North Wabash Avenue, Chicago, Illinois, furnished the following information:

The Pine Ridge, South Dakota, Indian Reservation low rent housing project is unique and some background is necessary to an understanding of it. The project originated with an inquiry to PHA by a Washington, D.C., law firm representing the Indian tribe, in effect as to whether the tribe could qualify for low rent housing financing under the Housing Act. They could qualify through organization of a legally constituted housing authority and did so by forming the Oglala Sioux Housing Authority (OSHA).

Development plans were submitted to PHA which were based on some dwelling units constructed on the Reservation about a year before on contracts let by the Bureau of Indian Affairs. These dwellings were similar to the type of dwellings which are constructed normally as low rent housing under PHA financing. However, the cost of these units were, as BROWN recalled, about $24,000 each whereas the PHA could not finance units costing more than about $12,000 or $13,000 under the statutory limitations. The PHA could not approve the development at the cost proposed, but decided to look into the matter to determine why the costs were so high. This was done and it was found that the general contractors' bids were high primarily because of high labor costs occasioned by bringing in labor from considerable distances. They had employed little, if any, Indian labor.

A plan was developed whereby the OSHA would direct the construction itself, that is, itself perform the function of general contractor. Under the plan, the labor force was to consist of Indians working as apprentices under either Indian or non-Indian journeymen, whichever were available. This plan had the dual benefit of providing employment to the Indians, who were 65 per cent unemployed, and developing them into skilled workmen. Project plans were developed envisioning the aforementioned method of

On 2/17/64 at Chicago, Illinois File # CG 46-3873

by SAA FRANK B. FOLEY/bak Date dictated 2/19/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 565

of operation, estimated costs were within statutory limits and the development plans were approved by PHA.

The type of operation decided upon is termed force account operation. The Pine Ridge project is unique because it is the first and only project constructed on a force account basis. All other projects have been, and are constructed by general contractors on contracts let by the local housing authority. Therefore, this was an entirely different procedure for which PHA had only very broad guide lines.

CHARLES HEINTZELMAN, a traveling construction representative working under BROWN's supervision, and who resides in Minneapolis, Minnesota, was assigned to the Pine Ridge project. Under normal circumstances, a traveling construction representative visits each project assigned to him once each month for about two days for the purpose of determining that the local housing authority is doing what it should be doing, that is conducting adequate and proper inspections, etc. However, because of the unusual circumstances involved in the Pine Ridge project, namely, the force account operation and the almost total unfamiliarity of the OSHA members with construction, procedures, etc., it was necessary for HEINTZELMAN to devote almost full time to the project initially. He spent two to three weeks per month at Pine Ridge "until he got the ball rolling." The time required dropped gradually so that at present HEINTZELMAN spends about one week per month at this project. When Project Number 2 is completed, it is anticipated that it will only be necessary to visit this project on the same basis other projects are visited.

HEINTZELMAN's function and duties throughout the Pine Ridge project have been to act as a guide, counselor, and advisor on construction. He has no authority to award contracts, etc. All operating and construction authority is within the jurisdiction of the OSHA Board. However, the OSHA Board has undoubtedly followed HEINTZELMAN's recommendations, and he has for all practical purposes supervised the construction.

There is no review of bids, etc. other than by OSHA personnel and/or HEINTZELMAN. OSHA is the legal owner of the materials, etc, and would have authority to dispose of materials not needed. PHA would not have any record of such transactions.

NW 55293 DocId:32989685 Page 566

BROWN commented that he is certain that the OSHA has complete records because he cautioned HEINTZELMAN from the start that he should insure that there is widely circulated and competitive bidding on everything, and that complete records are maintained "down to every nail used" on the project.

BROWN mentioned personnel problems encountered by OSHA on the project. OSHA initially employed a construction superintendent at $10,000 per year who was dismissed at about the 75 per cent completion state of Project Number 1 for failure to perform his job. The architect on Project Number 1 failed to do his job during construction and was dismissed by OSHA when this project was about 25 per cent completed. The architect who had designed Project Number 2 quit when that project was at about the 25 per cent completion stage because of disagreement regarding design changes. EVAN LUCAS, the architect on Project Number 3, was engaged by OSHA to take over on Project Number 2 in addition to his employment on Project Number 3. BROWN said that as a result of these personnel problems, the OSHA Board undoubtedly depended more on HEINTZELMAN than they might have otherwise. He also pointed out that the architect is charged with the responsibility of compliance inspection.

There were no detailed inspections of the Pine Ridge project buildings by PHA personnel other than HEINTZELMAN. There were visits to the project by PHA officials who observed the work and made, in effect, a general inspection. These officials included PHA Commissioner MARIE MC GUIRE, Chicago Regional Director WILLIAM E. BERGERON, BROWN and others. BROWN reiterated that the Pine Ridge project is one in which there is unusual and special interest because it is the first on an Indian reservation and the first on which the force account operation has been used. Further, when the project was being originated, the White House expressed an interest in it.

BROWN commented that HEINTZELMAN attributes the allegations of irregularities to two disgruntled individuals on the reservation, namely, BREWER, who was Executive Director of the OSHA initially, and a friend of BREWER named HOBART KEITH. BREWER was dismissed as Executive Director by the

NW 55293 DocId:32989685 Page 567

OSHA Board on HEINTZELMAN's recommendation as he failed to perform his duties properly, if at all. KEITH was described as a disgruntled office seeker who ran for some office in a tribal election, was defeated, and blames HEINTZELMAN for his defeat despite the fact that HEINTZELMAN had nothing to do with the election.

The financial records of OSHA were set up by LOUIS ELLISON, an auditor of the Chicago Regional Office, who has maintained almost continuous contact with the project record keeping, again an abnormal situation because of the unusual nature of this project. ELLISON has never become aware of any irregularities.

BROWN said he has no knowledge of any irregularities by HEINTZELMAN or anyone else, and considers any allegations of irregularities by HEINTZELMAN completely unfounded. He described HEINTZELMAN as an extremely conscientious and dedicated employee of the highest integrity. He said HEINTZELMAN has done an outstanding job on the Pine Ridge project and received a Superior Achievement Award in connection therewith which was presented to him by PHA Commissioner MARIE MC GUIRE in Washington, D.C., at a ceremony attended by the press. Furthermore, BROWN said PHA is proud of the Pine Ridge project, the dwellings have been constructed at a cost lower than usual, for example, the cost of Project Number 2 will run twenty per cent under the architect's estimate and far below bids by general contractors on this project; employment has been, and is being afforded Indians; many have learned a trade, and there is now an experienced construction force on the reservation.

BROWN further commented that general contractors in the area, at the encouragement and solicitation of the Builders' Exchange in Rapid City, South Dakota, raised a large hew and cry when they learned the Pine Ridge project was to be constructed on a force account basis. These contractors complained to Congressmen and Senators that this was un-American, socialistic, etc. As a result, PHA has had to answer numerous inquiries from Congressmen and Senators. However, all of the accusations made related to the fact the construction was done by the Indians rather than on contract, and there

NW 55293 DocId:32989685 Page 568

have been no allegations of irregularities. He remarked that because of the protest, PHA had OSHA solicited bids for construction of Project Number 2 and the result was that the bids received were much too high so it was decided to continue with the force account operation both on Projects Number 2 and Number 3.

NW 55293 DocId:32989685 Page 569

FD-36 (Rev. 10-29-63)

FBI

Date: 2/20/64.

Transmit the following in _____
(Type in plain text or code)

Via AIRTEL _____
(Priority)

Mr. Tolson
Mr. Belmont
Mr. Mohr
Mr. Casper
Mr. Callahan
Mr. Conrad
Mr. Felt
Mr. Gale
Mr. Rosen
Mr. Sullivan
Mr. Tavel
Mr. Walters
Tele. Room
Miss Holmes
Miss Gandy

TO : DIRECTOR, FBI

FROM : SAC, CHICAGO (46-3873)

SUBJECT: CHARLES EDWARD HEINTZELMAN;
ET AL
FAG

OO: MINNEAPOLIS

Typed report requires some corrections. Will be submitted 2/24/64.

3 - Bureau
2 - Minneapolis (46-2614)
1 - Chicago

FBF:MJD
(6)

REC 4

46-4114-5

25

12 FEB 1964

EX 104

C. C. Wick
119

F. W. W. 3-4-74
ERROR LETTER SENT

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	3/5/64	2/24 - 28/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN, Inspector, Public Housing Administration, Pine Ridge, South Dakota Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	JOHN E. MC CARTY	jrp
	CHARACTER OF CASE: FAG	

REFERENCE: Report of SA JOHN E. MC CARTY dated 2/19/64 at Minneapolis.

- P -

LEAD

MINNEAPOLIS

AT RAPID CITY, SOUTH DAKOTA

Will maintain contact with United States Attorney to determine his prosecutive opinion.

- A* -
COVER PAGE

APPROVED | SPECIAL AGENT IN CHARGE

DO NOT WRITE IN SPACES BELOW

REC-6

COPIES MADE:
4 - Bureau
1 - USA, Sioux Falls
2 - Minneapolis (46-2614)

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY	cc RAC			
REQUEST RECD.			268	
DATE FWD.				
HOW FWD.				
BY				

NOTATIONS

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls

Report of: JOHN E. MC CARTY
Date: 3/5/64
Office: Minneapolis, Minnesota

Field Office File No.: 46-2614
Bureau File No.:

Title: CHARLES EDWARD HEINTZELMAN, ET AL

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis:

ALAN L. WURTZEL advised Oglala Sioux Housing Authority did request his legal opinion as to disposal of materials from the housing project, and he advised the Authority it did have the right to dispose of the property, with no restrictions. WURTZEL exhibited Housing Authority records reflecting the Authority reaffirmed a previous action to sell materials at cost to local people. Records also reflect bids were submitted by Rushville Lumber Company within specified time. HENRY BLACK ELK, JR. advised he, as head of Oglala Sioux Planning Commission, did request the Housing Authority to make available materials at cost to local Indians. JAMES RED WING advised he purchased practically all the cement blocks in building he and RICHARD WILSON jointly own from Gordon, Nebraska and not from the housing project. VINCENT BREWER states no one ever gave him the authority to dispose of materials from the project.

- P -

DETAILS: AT RAPID CITY, SOUTH DAKOTA

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Date 3/5/64

ALAN L. WURTZEL contacted Special Agent JOHN E. MC CARTY and advised he is with the law firm of Strasser, Spiegelberg, Fried, Frank, and Kampelman of Washington, D. C. which firm represents the Oglala Sioux Tribe, and the various agencies of that tribe, including the Oglala Sioux Housing Authority.

Mr. WURTZEL advised he had helped to draw up the contracts involved in setting up the Housing Authority, and in obtaining Public Housing Administration assistance in building homes on the Pine Ridge Reservation.

He stated the Housing Authority had on one occasion requested his legal opinion as to whether it could sell materials from the project to local Indians at cost, to aid them in repairing, improving, or adding to their homes. He stated it is his opinion that under the Annual Contributions Contract, Section 308, the Housing Authority does have this right, and he so informed the Authority. It was his understanding at that time that the Housing Authority had been selling such materials, and that it was just checking with him for a legal opinion. He pointed out there were no restrictions on the sales, and while there may have been poor administrative practices followed in selling and collecting for the materials, he is quite sure there is nothing more serious than this involved.

Mr. WURTZEL said the architectural firms of Evans Lucas and Craig and Brooks were dismissed by the Housing Authority, after the firms had failed to meet the requirements of their contracts, such as regular inspection of the project. Also the firms recommended costly materials which were completely out of line with the type of project planned and the funds available.

He stated the Public Housing Administration stated it would not put anything further into the project unless a change was made in the Executive Director, then VINCENT BREWER. This was because BREWER was very weak in office procedures. As a result an effort was made to have someone work with BREWER. BREWER became quite upset and quit his job. He said he knows BREWER has been quite bitter towards the Public Housing Administration, the local Housing Authority, and he himself because of this.

On 2/24/64 at Rapid City, South Dakota File # Minneapolis 46-2614

by SA JOHN E. MC CARTY/jrp Date dictated 2/28/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

WURTZEL said Public Housing Administration auditors regularly inspect and review the contracts let on the project, and to date have had no indication of any irregularities involved.

He advised he knows the local Authority did delegate Mr. HEINTZELMAN the authority to let bids and in general to build the project. He said he also knows HEINTZELMAN frequently did discuss proposed changes of any significance with the Authority members.

He pointed out there has been some dissension about the project from labor unions and contractors as it is a "Force Account" project. However, he said, the project is being completed with substantially less money than originally planned on.

Mr. WURTZEL stated that from his own knowledge, and information he has received, he knows HEINTZELMAN has used materials in the project which are equal to or better than those called for in the specifications.

He said it appears to him that HEINTZELMAN has done a very good job under very trying circumstances, and that while there may be cause for complaint as to office or administrative procedures and laxity he can not see where there is anything more serious involved. He pointed out his interest is in protecting the tribal interests, and in his opinion the tribe, and the government, have not suffered any loss in any way.

NW 55293 DocId:32989685 Page 574

Date 3/5/64

ALAN L. WURTZEL requested Special Agent JOHN E. MC CARTY contact him at the office of the local Housing Authority, which was done.

Mr. WURTZEL advised records of the office reflect the bids submitted by the Rushville Lumber Company were submitted within the specified time. There is nothing in the bids requiring they be opened at a specified time or date. He pointed out that on dimension lumber on SD 1-3, the Rushville Lumber Company received the bid, being $200 under the next bidder. On nails the Company was in about the middle of bids submitted, and did not get the bid. On concrete blocks it was the lowest of four bidders, and got the bid. On roofing materials the Rushville Lumber Company submitted the second lowest bid. However, the lowest bidder would only deliver in carload lots, and would not guarantee the price over six months. Because Rushville Lumber guaranteed the price, and would deliver in quantities desired, the contract was awarded to it. On window wells it was the second highest out of four bidders, and did not get the contract. On chimney flues it was the only bidder of four companies contacted, and hence got the bid. On flooring it was in the middle of three bidders, and did not get the contract.

Mr. WURTZEL exhibited a list of changes, and advised this list to November 15, 1963 lists each change made in SD 1-2. These changes were discussed by CHARLES HEINTZELMAN with his superior in the Public Housing Administration Office in Chicago, with the architect, and, if major changes, were discussed with the local Authority members, before the changes were made. He said he has personally heard HEINTZELMAN discuss many changes and proposed actions with either individual Authority members, or the Authority as a whole at its meetings.

Mr. WURTZEL advised that at a Special Meeting of the Oglala Sioux Housing Authority on February 19, 1964, the minutes reflect the following:

> "Some of the minutes of previous meetings were mislaid. In one of these minutes, HENRY BLACK ELK, Planning Commission, made a request that the Oglala Sioux Housing Authority sell material at cost to the people in order to avoid slum districts in

---

On 2/25/64 at Pine Ridge, South Dakota File # ~~Minneapolis 46-2614~~

by SA JOHN E. MC CARTY/jrp Date dictated 2/28/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

Pine Ridge. Mr. BLACK ELK will give us a written statement that he had asked this to be done.

"Mr. DALE made a motion we reaffirm the action taken by the Housing Authority previously to sell materials at cost to the people for homes or additions in order to avoid slum districts. Seconded by Mr. KINGSLEY. Carried."

NW 55293 DocId:32989685 Page 576

FD-302 (Rev. 1-25-60) FEDERAL BUREAU OF INVESTIGATION

Date 3/5/64

HENRY BLACK ELK, JR. advised he is the Executive Director of the Oglala Sioux Planning Commission. He was placed under oath, and furnished the following information:

In connection with his job he is required to try to get rid of slum areas in Pine Ridge, South Dakota. The only way he can do this is to have local people remodel and renovate their homes, or build new ones. He felt they could do this themselves, if they could obtain materials at cost.

He then went to the Oglala Sioux Housing Authority early in the spring of 1963. At that time he made the suggestion to the Housing Authority that it sell materials at cost to local people to use in fixing up or building their homes.

As he recalls no action was taken on his request in his presence, and he does not know if any action was ever taken or not on it.

On 2/25/64 at Pine Ridge, South Dakota File # ~~Minneapolis 46-2614~~

by SA JOHN E. MC CARTY/jrp Date dictated 2/28/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 3/5/64

JAMES RED WING was placed under oath, whereupon he furnished the following information:

In about October, 1963, he attended a meeting, as a representative of the Public Health Service, with the Oglala Sioux Housing Authority. At that meeting it was agreed the Tribe would buy bathroom fixtures and supplies from the Housing Authority, and resell them to local people for their own use.

He is on the Board of the Old Age Home, SD 1-2, and has never had any reason to feel there was anything wrong in the construction of the home.

He and RICHARD WILSON went together, and agreed to build a plumbing shop of concrete blocks, in Pine Ridge, South Dakota. WALLY MEANS erected the block building for him. MEANS obtained about fifty used and discarded blocks from the Housing Project, which were used in his building. He then purchased about twenty-two to twenty-three hundred blocks from JOHN MC GAUHAY, Gordon, Nebraska to be used in erecting the building. He exhibited four cancelled checks which he advised were used to pay MC GAUHAY for the blocks he purchased.

RED WING said WILSON told him he could get mortar, sand, etc. from the project to use in their building, but that he had to keep a list of the materials he obtained, and pay the Housing Authority for it. He said that as a matter of fact, they obtained not over ten dollars worth of building materials from the project.

On 2/25/64 at Pine Ridge, SouthDakota File # Minneapolis 46-2614

by SA JOHN E. MC CARTY/jrp Date dictated 2/28/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

FD-302 (Rev. 1-25-60)

FEDERAL BUREAU OF INVESTIGATION

Date 3/5/64

VINCENT BREWER was reinterviewed under oath and furnished the following information: S.D.

At no time, while he was Executive Director, did he ever handle the sale of materials from the project to anyone, other than the one instance when he determined WILSON was taking cement blocks from the project.

He never attended any meeting at which the Housing Authority, or anyone else, ever gave him the authority to dispose of materials from the project. He has no knowledge of the fact the Authority ever decided to dispose of any materials from the project. Such an arrangement was discussed occasionally, but as he recalls it was always decided such a practice would come under the Self Help Program, which had absolutely nothing to do with the housing project.

BREWER said he has no knowledge of any agreement between Public Health Service and the local Housing Authority to allow people to buy materials from the housing project for use in constructing bathrooms. He pointed out this could have occurred after he left the office.

He advised he has no idea where the missing minutes might be. After June, 1962, YVONNE WILSON kept the minutes, and he assumes they should be at the project office.

On 2/27/64 at Pine Ridge, South Dakota File # Minneapolis 46-2614

by SA JOHN E. MC CARTY/jrp Date dictated 2/28/64

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 579

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	4/7/64	3/18/64 - 4/3/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN, Inspector, Public Housing Administration, Pine Ridge, South Dakota, Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	JOHN E. MC CARTY	lcv

CHARACTER OF CASE

FRAUD AGAINST THE GOVERNMENT

REFERENCE

Minneapolis report of SA JOHN E. MC CARTY dated 3/5/64.

- P -

LEAD

MINNEAPOLIS DIVISION

AT RAPID CITY, SOUTH DAKOTA

Will maintain contact with United States Attorney to determine prosecutive status of case.

- A* -

COVER PAGE

APPROVED SPECIAL AGENT IN CHARGE

COPIES MADE:

4 - Bureau (46-49746)

1 - USA, Sioux Falls

2 - Minneapolis (46-2614)

DO NOT WRITE IN SPACES BELOW

REC-9

NO APR 8 1964

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY			Icc RAO	Icc Hill
REQUEST RECD.				
DATE FWD.				
HOW FWD.				
BY				

NOTATIONS

STAT/SECT.

60 APR 17 1964

U.S. GOVERNMENT PRINTING OFFICE 16—76324-1

FL-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls

Report of: JOHN E. MC CARTY Office: Minneapolis, Minnesota
Date: April 7, 1964

Field Office File No.: 46-2614 Bureau File No.: 46-49746

Title: CHARLES EDWARD HEINTZELMAN,
Inspector, Public Housing Administration,
Pine Ridge, South Dakota, Indian Reservation;
RICHARD ALLEN WILSON;
ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis: AUSA PARNELL J. DONOHUE advised this matter being further considered with a view to possible presentation to Grand Jury in August, 1964.

- P -

Details:

AT RAPID CITY, SOUTH DAKOTA

By communication received March 18, 1964, Assistant United States Attorney PARNELL J. DONOHUE advised as follows:

Reports on the above matter have been reviewed and considered, especially in the light of the March 5 report of Special Agent JOHN E. MC CARTY.

This matter is being further considered with a view to possible presentation to the Grand Jury which meets in August, 1964.

On March 27, 1964, Mr. DONOHUE advised he sees no need for any further investigation in this matter at this time. He also advised that as of now he has not yet reached a final decision as to what prosecutive action might be taken in this case.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

HW 55293 Docid:32989685 Page 581

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-105-03

UNITED STATES GOVERNMENT

Memorandum

TO : Director, FBI (46-49746) DATE: 5/8/64

FROM : SAC, Minneapolis (46-2614) (P*)

SUBJECT: CHARLES EDWARD HEINTZELMAN
Inspector, Public Housing
Administration, Pine Ridge,
South Dakota, Indian Reservation;
RICHARD ALLEN WILSON;
ALBERT DALE
FAG

Rerep of SA JOHN E. MC CARTY dated 4/7/64 at Minneapolis.

In view of the fact that USA desires no additional investigation at this time and this matter is to be presented to a Federal Grand Jury in August, 1964, this case is being placed in a pending inactive status until August 4, 1964, UACB.

2 - Bureau
2 - Minneapolis

RJM/gsf
(4)

REC-41

EX-108 2 MAY 11 1964

77

SAC, Minneapolis (46-2614) May 11, 1964

Director, FBI (46-49746)

CHARLES EDWARD HEINTZELMAN, ET AL.
FAG

Reurrep 4/7/64.

Rerep indicated that the AUSA had not reached a final decision as to prosecutive action, but previously had indicated that it might be considered for presentation to a Federal Grand Jury in August, 1964.

If not already done, contact AUSA and attempt to obtain a definite decision as to prosecution in this case. If prosecution will be considered, also determine earliest date it will be scheduled for Grand Jury or prosecutive proceedings.

Surep within ten days from receipt of this communication.

CWL:cad
(4)

REC-26

46-49746-9

19 MAY 12 1964

Tolson
Belmont
Mohr
Casper
Callahan
Conrad
DeLoach
Evans
Gale
Rosen
Sullivan
Tavel
Trotter
Tele. Room
Holmes
Gandy

MAY 18 1964

MAIL ROOM TELETYPE UNIT

FD-263 (Rev. 5-1-59)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	5/20/64	5/18/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN Inspector, Public Housing Administration, Pine Ridge, South Dakota, Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	JOHN E. MC CARTY	MAP
	CHARACTER OF CASE: FAG	

REFERENCES: Minneapolis report of SA JOHN E. MC CARTY, dated 4/7/64.

Minneapolis letter to Bureau, dated 5/8/64.

Bureau letter to Minneapolis, dated 5/11/64.

- P -

LEAD

MINNEAPOLIS

AT RAPID CITY, SOUTH DAKOTA

Will recontact U. S. Attorney about 7/1/64, to determine status of prosecutive action in this case.

-A*-
COVER PAGE

APPROVED	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW
COPIES MADE: 4 - Bureau (46-49746) 1 - USA, Sioux Falls 2 - Minneapolis (46-2614)		10 REC-16 18 MAY 22 1964

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY				
REQUEST RECD.				
DATE FWD.				
HOW FWD.				
BY				

NOTATIONS: STAT. SECT.

U.S. GOVERNMENT PRINTING OFFICE 16—76324-1

53 JUN 5 1964

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls

Report of: JOHN E. MC CARTY
Date: 5/20/64

Office: Minneapolis, Minnesota

Field Office File No.: 46-2614

Bureau File No.: 46-49746

Title: CHARLES EDWARD HEINTZELMAN
Inspector, Public Housing Administration,
Pine Ridge, South Dakota, Indian Reservation;
RICHARD ALLEN WILSON;
ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis: United States Attorney advised his office has reached no definite prosecutive decision in this matter, and requested he be recontacted about July 1, 1964, for such a decision. Advised case, if it is presented to Federal Grand Jury, will be presented at the August, 1964, term of Federal Grand Jury at Aberdeen, South Dakota.

- P -

DETAILS: AT RAPID CITY, SOUTH DAKOTA

On May 18, 1964, United States Attorney HAROLD C. DOYLE advised that as of now his office has reached no definite prosecutive decision in this case. Mr. DOYLE advised that due to the pressure of court terms, he will be unable to give an opinion at this time, but requested he be recontacted about July 1, 1964, for his prosecutive opinions.

Mr. DOYLE said that if this case is presented to a Federal Grand Jury, it will be presented at the August, 1964, term of Federal Grand Jury at Aberdeen, South Dakota.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27

5010-106-03

UNITED STATES GOVERNMENT

Memorandum

TO : DIRECTOR, FBI (46-49746)

DATE: July 13, 1964

FROM : SAC, MINNEAPOLIS (46-2614)(P)

SUBJECT: CHARLES EDWARD HEINTZELMAN
ET AL
FAG

Re Bureau letter dated July 8, 1964.

On July 10, 1964, Assistant United States Attorney PARNELL J. DONOHUE departed on two weeks leave. Upon his return, contact will be made with DONOHUE to ascertain prosecutive action contemplated.

2 - Bureau
2 - Minneapolis
RGF:dmp
(4)

REC- 56

8 JUL 14 1964

54

JUL 23 1964

FD-263 (Rev. 5-1-59)

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	7/22/64	7/10-20/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN Inspector, Public Housing Administration, Pine Ridge, South Dakota Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	JOHN E. MC CARTY	dmb
	CHARACTER OF CASE FAG	

REFERENCE: Minneapolis report of SA JOHN E. MC CARTY dated 5/20/64.
Minneapolis letter to Bureau dated 7/13/64.

- P -

LEAD

MINNEAPOLIS

RAPID CITY, SOUTH DAKOTA

Will follow presentation of case to Federal Grand Jury in August, 1964.

- A* -
COVER PAGE

APPROVED	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW
COPIES MADE: 4 - Bureau (46-49746) 1 - USA, Sioux Falls 2 - Minneapolis (46-2614)		13 REC 14 EX 11 18 JUL 24 1964 NOTATIONS STAT. SECT.

DISSEMINATION RECORD OF ATTACHED REPORT				
AGENCY	cc RAO			
REQUEST RECD.	1-6-65			
DATE FWD.	8-4-64			
HOW FWD.				
BY				

60 AUG 5 1964

U.S. GOVERNMENT PRINTING OFFICE 16—70324-1

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls

Report of: JOHN E. MC CARTY
Date: 7/22/64

Office: Minneapolis, Minnesota

Field Office File No.: 46-2614

Bureau File No.: 46-49746

Title:

CHARLES EDWARD HEINTZELMAN
Inspector, Public Housing Administration,
Pine Ridge, South Dakota Indian Reservation;
RICHARD ALLEN WILSON;
ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis:

United States Attorney advised case to be presented to Federal Grand Jury in Aberdeen, South Dakota, in August, 1964.

- P -

DETAILS: AT RAPID CITY, SOUTH DAKOTA

On July 20, 1964, United States Attorney HAROLD C. DOYLE advised he intends to present this case to a Federal Grand Jury at Aberdeen, South Dakota, in August, 1964.

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NW 55293 DocId:32989685 Page 588

HOUSING AND HOME FINANCE AGENCY

OFFICE OF THE ADMINISTRATOR · WASHINGTON, D.C. 20410

Federal Housing Administration
Public Housing Administration
Federal National Mortgage Association
Community Facilities Administration
Urban Renewal Administration

Date : JUL 27 1964

To : John Edgar Hoover, Director
Federal Bureau of Investigation
Department of Justice
Washington, D. C. 20535

From : Carl V. Ramey
Director, Compliance Division

Subject: Heintzelman, Charles E. - Construction Engineer - PHA
Pine Ridge, South Dakota, et al
Bureau File: 46-49746
Our File PH 4 - 637

In requesting an investigation by this Division of allegations of wage rate violations by the Oglala Sioux Housing Authority in connection with the construction work at Pine Ridge, South Dakota, the Public Housing Administration furnished certain material, some of which contained information that might be of interest to your Bureau in connection with its investigation, "Charles Edward Heintzelman, Inspector, Public Housing Administration, Pine Ridge, South Dakota, Indian Reservation; Richard Allen Wilson; Albert Dale," Bureau File 46-49746. Therefore, enclosed as additional information in that case, are copies, in duplicate, of the following:

Affidavit by Walter Means dated June 11, 1964

Affidavit by Bernard Le Beau dated June 11, 1964

This Division will, of course, investigate the wage rate allegations (only).

Enclosures

REC-95

JUL 28 1964

EXP. PROC.
39-JUL-28-1964

1cc, MP via O.7 for approval and forwarding. DGL:fw 7-29-64

AUG 7 1964

FD-263 (Rev 5-1-59)

82

FEDERAL BUREAU OF INVESTIGATION

REPORTING OFFICE	OFFICE OF ORIGIN	DATE	INVESTIGATIVE PERIOD
MINNEAPOLIS	MINNEAPOLIS	9/3/64	7/30 - 8/27/64

TITLE OF CASE	REPORT MADE BY	TYPED BY
CHARLES EDWARD HEINTZELMAN, Inspector, Public Housing Administration, Pine Ridge, South Dakota Indian Reservation; RICHARD ALLEN WILSON; ALBERT DALE	JOHN E. MC CARTY	vjv
	CHARACTER OF CASE FAG	

REFERENCE: Minneapolis report of SA JOHN E. MC CARTY dated 7/22/64.

-C-

-A*-
COVER PAGE

APPROVED	SPECIAL AGENT IN CHARGE	DO NOT WRITE IN SPACES BELOW
COPIES MADE: 4-Bureau (46-49746) 1-USA, Sioux Falls 2-Minneapolis (46-2614)		46- 15 18 SEP 8 1964 REC- 31 EX-108 SEX STAT FECT

DISSEMINATION RECORD OF ATTACHED REPORT

AGENCY				
REQUEST RECD.				
DATE FWD.	LRJ			
HOW FWD.	9-18-64			
BY				

NOTATIONS

64 SEP 21 1964

U.S. GOVERNMENT PRINTING OFFICE 16—76324-1

FD-204 (Rev. 3-3-59)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Copy to: 1 - USA, Sioux Falls

Report of: JOHN E. MC CARTY
Date: September 3, 1964

Office: Minneapolis, Minnesota

Field Office File No.: 46-2614

Bureau File No.: 46-49746

Title: CHARLES EDWARD HEINTZELMAN,
Inspector, Public Housing Administration,
Pine Ridge, South Dakota Indian Reservation
RICHARD ALLEN WILSON
ALBERT DALE

Character: FRAUD AGAINST THE GOVERNMENT

Synopsis: Copies of statements of BERNARD LE BEAU and WALTON MEANS received from Housing and Home Finance Agency and set forth. Case presented to Federal Grand Jury 8/20/64 and "No Bill" returned.

-C-

DETAILS:

AT RAPID CITY, SOUTH DAKOTA

By communication received July 30, 1964, the Bureau forwarded the following copies of statements of WALTON MEANS and BERNARD LE BEAU, which had been received from the Housing and Home Finance Agency:

NW 55293 DocId:32989685 Page 391
This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

MP 46-2614

"STATE OF South Dakota)
SS
"COUNTY OF Pennington)

"I, Walton Means, of Pine Ridge, South Dakota being first duly sworn upon oath deposes and says that: I am thirty nine years old, and I have worked at various kinds of work in my life, however I spent four years at a trade school learning to be a bricklayer.

"I was employed on the Oglala Sioux Housing Project in September 1963 and laid off in December of 1963. I was hired through an interview with Mr. Heintzelman as a bricklayer, however, I was never paid over $3.50 an hour and the scale was $4.00.

"Previous to my termination, Mr. Keith, one of the Housing Board members, asked me if I had first knowledge of Mr. Richard Wilson, plumbing supervisor and husband of the current executive Director, being drunk on the job for several days, and leaving the job for considerable lengths of time, making trips to neighboring towns to obtain more booze. I said I had observed this and he asked me to give him a signed affidavit, which I did. Later I went to the Housing office to ask Mr. Heintzelman for a job. Mr. Heintzelman took a very biligerent attitude, said I noticed you signed a statement about Wilson, I can't use men like you, and get out of this office. I told him I resented his attitude and left.

"During my employment, I borrowed $200.00 from the Stockman's National Bank of Rushville, Nebraska through Mr. Albert Dale, President of the bank and a member of the Oglala Sioux Housing Authority Board. On pay day, my Housing Authority check was retained by Mr. Dale, I did not sign it, or even see it, but would received a check from the bank for my wages from which had been deducted the payment on my loan, and the Housing Authority check stub. It is my observation that all or practically all of the workmen borrowed money from the bank through Mr. Dale at various times. It is my opinion that the status of these loans influenced the retention on the job.

"The afor mentioned Mr. Richard Wilson, who was plumbing supervisor for the Housing Authority and whose wife is Executive Director, gave myself and Earl Deon Jr. a Saturday and Sunday job to build a plunbing shop for him, which we

NW 55293 DocId:32989685 Page 592

"proceeded to do. Mr. Wilson instructed us that we should take the material from the elderly housing job and this had been cleared with Mr. Heintzelman. We, therefore, took the building blocks, etcetra from the elderly job, and used them on Mr. Wilson's plumbing shop. We naturally thought this was all right, in as much as Mr. Wilson's wife is Executive Director. Mr. Wilson agreed to pay us 15¢ a block. We had a very difficult time getting our money from Mr. Wilson, and of course he is the same party that we signed the statement about, that made Mr. Heintzelman mad at me and refuse to to re-employ me.

"On the elderly home, when the block work was completed, I was switched to metal lathing, and put in all the lath in 22 bathrooms. When this was completed, I applied for the plastering and tile setting work, but was told that this work was contracted. I went to the office and asked if it was contracted, was told that it was, but they would not let me see the contract without a court order. The Housing Authority requested two tile setters from the Employment Office, and the Employment Office gave me a card for one of these jobs, but when I took it to the man in charge of the tile setting, he refused to accept me, saying it would cut him out of work.

"There are a great many rumors about Oglala Sioux Housing material being used on private work by those who are "on the in" with Mr. Heintzelman. The electrician, for example, concurrently with his work on the elderly housing, wired the Mormon Church and a private home near White Clay, Nebraska. It is commonly understood that the material for these jobs came off the elderly home job. To my knowledge, Mr. Richard Wilson, plumbing foreman, did several jobs with material from the Housing project, including the building which I worked on on Saturdays and Sundays. He showed me a contract for $1,500.00 which he had for plumbing on a private home, the same one spoken of above for the electrician, and to my knowledge, Mr. Wilson took the material off the elderly housing job.

"Date this Eleventh day of June, 1964.

" Walton Means

"Subscribed and sworn to before me this eleventh day of June, 1964.

" James M. Brink
Notary Public

NW 55293 DocId:32989685 Page 593

MP 46-2614

"STATE OF SOUTH DAKOTA
SS
"COUNTY OF PENNINGTON

"Bernard LeBeau, of Pine Ridge, Shannon County, State of South Dakota being first duly sworn upon oath deposes and says that:

"I, Bernard LeBeau was employed as Carpenter Foreman for the Oglala Sioux Housing Construction from June 1963 to November 1963 at which time I was injured and spent a month in the hospital. I returned to work as a carpenter February 1964 and have been laid off several times from that date until now. During my employment on several occasions, I obtained a loan from Stockman's National Bank, Rushville, Nebraska thru Mr. Albert Dale who is Bank President and also Treasurer of the Oglala Sioux Housing Authority. During the period when I owed the bank, I would not receive my pay check from the Housing Authority, would not see it and of course not sign it. It would be cashed by Mr. Dale and I would receive a check stub from the bank and the banks check for the balance. When the final payment was made, I would receive the check stub, the banks check for the balance of my wages and the note which I had signed. It is my observation that all or practically all workmen on the housing project at times, had loans from Mr. Dale's bank. It is my opinion that the status of your employment and retention of employment was influenced by the status of these loans. At the time I was injured and entered the hospital November 1963, I owed approximately $400.00 to the bank on a note. After my return to work in February of 1964, there were pay periods in which Mr. Dale took the entire amount and I never saw my pay check from the Housing Authority or any other check. When in the hospital my wife was given $120.00 by the Housing Authority and it was labeled "advanced payment". Mr. Hentzman at one time stated that it came out of his own pocket, however, Mr. Dale took this payment out of my check in addition to his bank payment and as soon as I finished paying both of these debts, I was immediately terminated. It is well known I am a qualified skilled carpenter, capable of doing finish and trim work in addition to all other phases of the trade. On two occasions after I returned to work and received no check at

NW 55293 DocId:32989685 Page 594

"all, and I was told the time was not turned in. One week it involved one day's pay and the other week it involved a day and a half.

"There are many things I do not understand about the practices of the Housing Authority. For example, about July 1963, I, with three other workmen, was sent to build an addition on a privately built home. The material used was from the Housing Authority stock pile and I was paid along with the others by the Housing Authority. I was instructed to do this by Mr. Tyler, Superintendent and in another instance, an addition was built by Housing Authority personnel and material on orders of Mr. Tyler, and I understand Mr. Tyler instructed the man it would cost $1,000.00. I worked on this job and was paid for my labor with a Housing Authority check.

"Dated this 11th day of June, 1964.

"Bernard LeBeau

"Subscribed and sworn to before me this 11th day of June, 1964.

"James M. Brink
Notary Public

On August 20, 1964, facts concerning this case were presented to a Federal Grand Jury at Aberdeen, South Dakota.

By communication dated August 24, 1964, United States Attorney HAROLD C. DOYLE advised the Federal Grand Jury had returned a "No Bill" and that his office had closed his file on this case.

NW 55293 DocId:32989685 Page 595

273 10040