MONTANA V. UNITED STATES, 450 U.S. 544 (1981)

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT.

No. 79-1128.

Argued December 3, 1980.
Decided March 24, 1981.

By a tribal regulation, the Crow Tribe of Montana sought to prohibit hunting and fishing within its reservation by anyone who is not a member of the Tribe. Relying on its purported ownership of the bed of the Big Horn River, on treaties which created its reservation, and on its inherent power as a sovereign, the Tribe claimed authority to prohibit hunting and fishing by nonmembers of the Tribe even on lands within the reservation owned in fee simple by non-Indians. Montana, however, continued to assert its authority to regulate hunting and fishing by non-Indians within the reservation. The First Treaty of Fort Laramie of 1851, in which the signatory tribes acknowledged various designated lands as their respective territories, specified that, by making the treaty, the tribes did not "surrender the privilege of hunting, fishing, or passing over" any of the lands in dispute. In 1868, the Second Treaty of Fort Laramie established the Crow Reservation, including land through which the Big Horn River flows, and provided that the reservation "shall be . . . set apart for the absolute and undisturbed use and occupation" of the Tribe, and that no non-Indians except Government agents "shall ever be permitted to pass over, settle upon, or reside in" the reservation. To resolve the conflict between the Tribe and the State, the United States, proceeding in its own right and as fiduciary for the Tribe, filed the present action, seeking a declaratory judgment quieting title to the riverbed in the United States as trustee for the Tribe and establishing that the Tribe and the United States have sole authority to regulate hunting and fishing within the reservation, and an injunction requiring Montana to secure the Tribe's permission before issuing hunting or fishing licenses for use within the reservation. The District Court denied relief, but the Court of Appeals reversed. It held that the bed and banks of the river were held by the United States in trust for the Tribe; that the Tribe could regulate hunting and fishing within the reservation by nonmembers, except for hunting and fishing on fee lands by resident nonmember owners of those lands; and that nonmembers permitted by the Tribe to hunt or fish within the reservation remained subject to Montana's fish and game laws.

Held:

1. Title to the bed of the Big Horn River passed to Montana upon [450 U.S. 544, 545] its admission into the Union, the United States not having conveyed beneficial ownership of the riverbed to the Crow Tribe by the treaties of 1851 or 1868. As a general principle, the Federal Government holds lands under navigable waters in trust for future States, to be granted to such States when they enter the Union, and there is a strong presumption against conveyance of such lands by the United States. The 1851 treaty failed to overcome this presumption, since it did not by its terms formally convey any land to the Indians at all. And whatever property rights the 1868 treaty created, its language is not strong enough to overcome the presumption against the sovereign's conveyance of the riverbed. Cf. United States v. Holt State Bank, 270 U.S. 49 . Moreover, the situation of the Crow Indians at the time of the treaties presented no "public exigency" which would have required Congress to depart from its policy of reserving ownership of beds under navigable waters for the future States. Pp. 550-557.

2. Although the Tribe may prohibit or regulate hunting or fishing by nonmembers on land belonging to the Tribe or held by the United States in trust for the Tribe, it has no power to regulate non-Indian fishing and hunting on reservation land owned in fee by nonmembers of the Tribe. Pp. 557-567.

(a) The 1851 treaty nowhere suggested that Congress intended to grant such power to the Tribe. And while the 1868 treaty obligated the United States to prohibit most non-Indians from residing on or passing through reservation lands used and occupied by the Tribe, thereby arguably conferring upon the Tribe authority to control fishing and hunting on those lands, that authority can only extend to land on which the Tribe exercises "absolute and undisturbed use and occupation" and cannot apply to subsequently alienated lands held in fee by non-Indians. Cf. Puyallup Tribe v. Washington Game Dept., 433 U.S. 165 . Nor does the federal trespass statute, 18 U.S.C. 1165, which prohibits trespassing to hunt or fish, "augment" the Tribe's regulatory powers over non-Indian lands. That statute is limited to lands owned by Indians, held in trust by the United States for Indians, or reserved for use by Indians, and Congress deliberately excluded feepatented lands from its scope. Pp. 557-563.

(b) The Tribe's "inherent sovereignty" does not support its regulation of non-Indian hunting and fishing on non-Indian lands within the reservation. Through their original incorporation into the United States, as well as through specific treaties and statutes, the Indian tribes have lost many of the attributes of sovereignty, particularly as to the relations between a tribe and nonmembers of the tribe. United States v. Wheeler, 435 U.S. 313 . Exercise of tribal power beyond what [450 U.S. 544, 546] is necessary to protect tribal self-government or to control internal relations is inconsistent with the dependent status of the tribes, and so cannot survive without express congressional delegation. Here, regulation of hunting and fishing by nonmembers of the Tribe on lands no longer owned by the Tribe bears no clear relationship to tribal self-government or internal relations. Non-Indian hunters and fishermen on non-Indian fee land do not enter any agreements or dealings with the Tribe so as to subject themselves to tribal civil jurisdiction. And nothing suggests that such non-Indian hunting and fishing so threaten the Tribe's political or economic security as to justify tribal regulation. Pp. 563-567.

604 F.2d 1162, reversed and remanded.

STEWART, J., delivered the opinion of the Court, in which BURGER, C. J., and WHITE, POWELL, REHNQUIST, and STEVENS, JJ., joined. STEVENS, J., filed a concurring opinion, post, p. 567. BLACKMUN, J., filed an opinion dissenting in part, in which BRENNAN and MARSHALL, JJ., joined, post, p. 569.

Urban L. Roth, Special Assistant Attorney General of Montana, argued the cause for petitioners. With him on the briefs were Michael T. Greely, Attorney General, Clayton R. Herron and F. Woodside Wright, Special Assistant Attorneys General, James E. Seykora, and Douglas Y. Freeman.

Deputy Solicitor General Claiborne argued the cause for the United States. With him on the brief were Solicitor General McCree, Assistant Attorney General Moorman, Harlon L. Dalton, Robert L. Klarquist, and Steven E. Carroll.

Thomas J. Lynaugh argued the cause for respondent Crow Tribe of Indians. With him on the brief was Charles A. Hobbs. *

[Footnote *] Briefs of amici curiae urging reversal were filed by Warren Spannaus, Attorney General, James M. Schoessler, and Tom D. Tobin for the State of Minnesota et al.; by Slade Gorton, Attorney General, and Timothy R. Malone, Assistant Attorney General, for the State of Washington, joined by the Attorneys General for their respective States as follows: Robert Corbin of Arizona, Robert T. Stephan of Kansas, John Ashcroft of Missouri, Paul L. Douglas of Nebraska, and Robert B. Hansen of Utah; [450 U.S. 544, 547] and by Paul A. Lenzini for the International Association of Fish and Wildlife Agencies.

Briefs of amici curiae urging affirmance were filed by Robert D. Dellwo for the Coeur D'Alene Tribe of Indians et al.; and by Barry D. Ernstoff, Steven S. Anderson, Reid Peyton Chambers, Carl V. Ullman, and Arthur Lazarus, Jr., for the Confederated Tribes of the Colville Indian Reservation et al.

A brief of amici curiae was filed by officials for their respective States as follows: David H. Leroy, Attorney General of Idaho, and Robie G. Russell, Phillip J. Rassier, Steven V. Goddard, and Leslie L. Goddard, Deputy Attorneys General; Robert K. Corbin, Attorney General of Arizona; George Deukmejian, Attorney General of California, and R. H. Connett, Assistant Attorney General; Thomas J. Miller, Attorney General of Iowa; Robert T. Stephan, Attorney General of Kansas; Richard H. Bryan, Attorney General of Nevada; Jeff Bingaman, Attorney General of New Mexico; Allen I. Olson, Attorney General of North Dakota; Mark V. Meirhenry, Attorney General of South Dakota; Robert B. Hansen, Attorney General of Utah; Chauncey H. Browning, Attorney General of West Virginia; and Bronson C. La Follette, Attorney General of Wisconsin. [450 U.S. 544, 547]

JUSTICE STEWART delivered the opinion of the Court.

This case concerns the sources and scope of the power of an Indian tribe to regulate hunting and fishing by non-Indians on lands within its reservation owned in fee simple by non-Indians. Relying on its purported ownership of the bed of the Big Horn River, on the treaties which created its reservation, and on its inherent power as a sovereign, the Crow Tribe of Montana claims the authority to prohibit all hunting and fishing by nonmembers of the Tribe on non-Indian property within reservation boundaries. We granted certiorari, 445 U.S. 960 , to review a decision of the United States Court of Appeals for the Ninth Circuit that substantially upheld this claim.

I

The Crow Indians originated in Canada, but some three centuries ago they migrated to what is now southern Montana. In the 19th century, warfare between the Crows and several other tribes led the tribes and the United States to sign the First Treaty of Fort Laramie of 1851, in which the [450 U.S. 544, 548] signatory tribes acknowledged various designated lands as their respective territories. See 11 Stat. 749 and 2 C. Kappler, Indian Affairs: Laws and Treaties 594 (1904) (hereinafter Kappler). The treaty identified approximately 38.5 million acres as Crow territory and, in Article 5, specified that, by making the treaty, the tribes did not "surrender the privilege of hunting, fishing, or passing over" any of the lands in dispute. In 1868, the Second Treaty of Fort Laramie established a Crow Reservation of roughly 8 million acres, including land through which the Big Horn River flows. 15 Stat.

649. By Article II of the treaty, the United States agreed that the reservation "shall be . . . set apart for the absolute and undisturbed use and occupation" of the Crow Tribe, and that no non-Indians except agents of the Government "shall ever be permitted to pass over, settle upon, or reside in" the reservation.

Several subsequent Acts of Congress reduced the reservation to slightly fewer than 2.3 million acres. See 22 Stat. 42 (1882); 31, 26 Stat. 1039-1040 (1891); ch. 1624, 33 Stat. 352 (1904); ch. 890, 50 Stat. 884 (1937). In addition, the General Allotment Act of 1887, ch. 119, 24 Stat. 388, and the Crow Allotment Act of 1920, 41 Stat. 751, authorized the issuance of patents in fee to individual Indian allottees within the reservation. Under these Acts, an allottee could alienate his land to a non-Indian after holding it for 25 years. Today, roughly 52 percent of the reservation is allotted to members of the Tribe and held by the United States in trust for them, 17 percent is held in trust for the Tribe itself, and approximately 28 percent is held in fee by non-Indians. The State of Montana owns in fee simple 2 percent of the reservation, the United States less than 1 percent.

Since the 1920's, the State of Montana has stocked the waters of the reservation with fish, and the construction of a dam by the United States made trout fishing in the Big Horn River possible. The reservation also contains game, some of it stocked by the State. Since the 1950's, the Crow Tribal [450 U.S. 544, 549] Council has passed several resolutions respecting hunting and fishing on the reservation, including Resolution No. 74-05, the occasion for this lawsuit. That resolution prohibits hunting and fishing within the reservation by anyone who is not a member of the Tribe. The State of Montana, however, has continued to assert its authority to regulate hunting and fishing by non-Indians within the reservation.

On October 9, 1975, proceeding in its own right and as fiduciary for the Tribe, the United States endeavored to resolve the conflict between the Tribe and the State by filing the present lawsuit. The plaintiff sought (1) a declaratory judgment quieting title to the bed of the Big Horn River in the United States as trustee for the Tribe, (2) a declaratory judgment establishing that the Tribe and the United States have solve authority to regulate hunting and fishing within the reservation, and (3) an injunction requiring Montana to secure the permission of the Tribe before issuing hunting or fishing licenses for use within the reservation.

The District Court denied the relief sought. 457 F. Supp. 599. In determining the ownership of the river, the court invoked the presumption that the United States does not intend to divest itself of its sovereign rights in navigable waters and reasoned that here, as in United States v. Holt State Bank, 270 U.S. 49 , the language and circumstances of the relevant treaties were insufficient to rebut the presumption. The court thus concluded that the bed and banks of the river had remained in the ownership of the United States until they passed to Montana on its admission to the Union. As to the dispute over the regulation of hunting and fishing, the court found that "[i]mplicit in the Supreme Court's decision in Oliphant [v. Suquamish Indian Tribe, 435 U.S. 191 ,] is the recognition that Indian tribes do not have the power, nor do they have the authority, to regulate non-Indians unless so granted by an act of Congress." 457 F. Supp., at 609. Because no treaty or Act of Congress gave the Tribe authority to regulate hunting or fishing by non-Indians, the court held [450 U.S. 544, 550] that the Tribe could not exercise such authority except by granting or withholding authority to trespass on tribal or Indian land. All other authority to regulate non-Indian hunting and fishing resided concurrently in the State of Montana and, under 18 U.S.C. 1165 (which makes it a federal offense to trespass on Indian land to hunt or fish without permission), the United States.

The Court of Appeals reversed the judgment of the District Court. 604 F.2d 1162. Relying on its opinion in United States v. Finch, 548 F.2d 822, vacated on other grounds, 433 U.S. 676 , the appellate court held that, pursuant to the treaty of 1868, the bed and banks of the river were held by the United States in trust for the Tribe. Relying on the treaties of 1851 and 1868, the court held that the Tribe could regulate hunting and fishing within the reservation by nonmembers, although the court noted that the Tribe could not impose criminal sanctions on those nonmembers. The court also held, however, that the two Allotment Acts implicitly deprived the Tribe of the authority to prohibit hunting and fishing on fee lands by resident nonmember owners of those lands. Finally, the court held that nonmembers permitted by the Tribe to hunt or fish within the reservation remained subject to Montana's fish and game laws.

II

The respondents seek to establish a substantial part of their claim of power to control hunting and fishing on the reservation by asking us to recognize their title to the bed of the Big Horn River. 1 The question is whether the United States [450 U.S. 544, 551] conveyed beneficial ownership of the riverbed to the Crow Tribe by the treaties of 1851 or 1868, and therefore continues to hold the land in trust for the use and benefit of the Tribe, or whether the United States retained ownership of the riverbed as public land which then passed to the State of Montana upon its admission to the Union. Choctaw Nation v. Oklahoma, 397 U.S. 620, 627 -628.

Though the owners of land riparian to nonnavigable streams may own the adjacent riverbed, conveyance by the United States of land riparian to a navigable river carries no interest in the riverbed. Packer v. Bird, 137 U.S. 661, 672 ; Railroad Co. v. Schurmeir, 7 Wall. 272, 289; 33 U.S.C. 10; 43 U.S.C. 931. Rather, the ownership of land

under navigable waters is an incident of sovereignty. Martin v. Waddell, 16 Pet. 367, 409-411. As a general principle, the Federal Government holds such lands in trust for future States, to be granted to such States when they enter the Union and assume sovereignty on an "equal footing" with the established States. Pollard's Lessee v. Hagan, 3 How. 212, 222-223, 229. After a State enters the Union, title to the land is governed by state law. The State's power over the beds of navigable waters remains subject to only one limitation: the paramount power of the United States to ensure that such waters remain free to interstate and foreign commerce. United States v. Oregon, 295 U.S. 1, 14 . It is now established, however, that Congress may sometimes convey lands below the high-water mark of a navigable water.

"[and so defeat the title of a new State,] in order to perform international obligations, or to effect the improvement of such lands for the promotion and convenience of commerce with foreign nations and among the several States, or to carry out other public purposes appropriate to the objects for which the United States hold the Territory." Shively v. Bowlby, 152 U.S. 1, 48 . [450 U.S. 544, 552]

But because control over the property underlying navigable waters is so strongly identified with the sovereign power of government, United States v. Oregon, supra, at 14, it will not be held that the United States has conveyed such land except because of "some international duty or public exigency." United States v. Holt State Bank, 270 U.S., at 55 . See also Shively v. Bowlby, supra, at 48. A court deciding a question of title to the bed of a navigable water must, therefore, begin with a strong presumption against conveyance by the United States, United States v. Oregon, supra, at 14, and must not infer such a conveyance "unless the intention was definitely declared or otherwise made î plain," United States v. Holt State Bank, supra, at 55, or was rendered "in clear and especial words," Martin v. Waddell, supra, at 411, or "unless the claim confirmed in terms embraces the land under the waters of the stream," Packer v. Bird, supra, at 672. 2

In United States v. Holt State Bank, supra, this Court applied these principles to reject an Indian Tribe's claim of title to the bed of a navigable lake. The lake lay wholly within the boundaries of the Red Lake Indian Reservation, which had been created by treaties entered into before Minnesota joined the Union. In these treaties the United States promised to "set apart and withhold from sale, for the use of" the Chippewas, a large tract of land, Treaty of Sept. 30, 1854, 10 Stat. 1109, and to convey "a sufficient quantity of land for the permanent homes" of the Indians, Treaty of Feb. 22, 1855, 10 Stat. 1165. See Minnesota v. Hitchcock, 185 U.S. 373, 389 . 3 The Court concluded that there was nothing in the treaties "which even approaches a grant of rights in lands underlying navigable waters; nor anything evincing a purpose [450 U.S. 544, 553] to depart from the established policy . . . of treating such lands as held for the benefit of the future State." United States v. Holt State Bank, 270 U.S., at 58 -59. Rather, "[t]he effect of what was done was to reserve in a general way for the continued occupation of the Indians what remained of their aboriginal territory." Id., at 58.

The Crow treaties in this case, like the Chippewa treaties in Holt State Bank, fail to overcome the established presumption that the beds of navigable waters remain in trust for future States and pass to the new States when they assume sovereignty. The 1851 treaty did not by its terms formally convey any land to the Indians at all, but instead chiefly represented a covenant among several tribes which recognized specific boundaries for their respective territories. Treaty of Fort Laramie, 1851, Art. 5, 2 Kappler 594-595. It referred to hunting and fishing only insofar as it said that the Crow Indians "do not surrender the privilege of hunting, fishing, or passing over any of the tracts of country heretofore described," a statement that had no bearing on ownership of the riverbed. By contrast, the 1868 treaty did expressly convey land to the Crow Tribe. Article II of the treaty described the reservation land in detail 4 and stated that such land would be "set apart for the absolute and undisturbed use and occupation of the Indians herein named . . . ." Second Treaty of Fort Laramie, May 7, 1868, Art, II, 15 Stat. 650. The treaty then stated:

"[T]he United States now solemnly agrees that no persons, except those herein designated and authorized to [450 U.S. 544, 554] do so, and except such officers, agents, and employes of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article for the use of said Indians . . . ." Ibid.

Whatever property rights the language of the 1868 treaty created, however, its language is not strong enough to overcome the presumption against the sovereign's conveyance of the riverbed. The treaty in no way expressly referred to the riverbed, Packer v. Bird, 137 U.S., at 672 , nor was an intention to convey the riverbed expressed in "clear and especial words," Martin v. Waddell, 16 Pet., at 411, or "definitely declared or otherwise made very plain," United States v. Holt State Bank, 270 U.S., at 55 . Rather, as in Holt, "[t]he effect of what was done was to reserve in a general way for the continued occupation of the Indians what remained of their aboriginal territory." Id., at 58.

Though Article 2 gave the Crow Indians the sole right to use and occupy the reserved land, and, implicitly, the power to exclude others from it, the respondents' reliance on that provision simply begs the question of the precise extent of the conveyed lands to which this exclusivity attaches. The mere fact that the bed of a navigable water lies within the boundaries described in the treaty does not make the riverbed part of the conveyed land, especially when

there is no express reference to the riverbed that might overcome the presumption against its conveyance. In the Court of Appeals' Finch decision, on which recognition of the Crow Tribe's title to the riverbed rested in this case, that court construed the language of exclusivity in the 1868 treaty as granting to the Indians all the lands, including the riverbed, within the described boundaries. United States v. Finch, 548 F.2d, at 829. Such a construction, however, cannot survive examination. [450 U.S. 544, 555] As the Court of Appeals recognized, ibid., and as the respondents concede, the United States retains a navigational easement in the navigable waters lying within the described boundaries for the benefit of the public, regardless of who owns the riverbed. Therefore, such phrases in the 1868 treaty as "absolute and undisturbed use and occupation" and "no persons, except those herein designated . . . shall ever be permitted," whatever they seem to mean literally, do not give the Indians the exclusive right to occupy all the territory within the described boundaries. Thus, even if exclusivity were the same as ownership, the treaty language establishing this "right of exclusivity" could not have the meaning that the Court of Appeals ascribed to it. 5 [450 U.S. 544, 556]

Moreover, even though the establishment of an Indian reservation can be an "appropriate public purpose" within the meaning of Shively v. Bowlby, 152 U.S., at 48 , justifying a congressional conveyance of a riverbed, see, e. g., Alaska Pacific Fisheries v. United States, 248 U.S. 78, 85 , the situation of the Crow Indians at the time of the treaties presented no "public exigency" which would have required Congress to depart from its policy of reserving ownership of beds under navigable waters for the future States. See Shively v. Bowlby, supra, at 48. As the record in this case shows, at the time of the treaty the Crows were a nomadic tribe dependent chiefly on buffalo, and fishing was not important to their diet or way of life. 1 App. 74. Cf., Alaska Pacific Fisheries v. United States, supra, at 88; Skokomish Indian Tribe v. France, 320 F.2d 205, 212 (CA9).

For these reasons, we conclude that title to the bed of the Big Horn River passed to the State of Montana upon its [450 U.S. 544, 557] admission into the Union, and that the Court of Appeals was in error in holding otherwise.

III

Though the parties in this case have raised broad questions about the power of the Tribe to regulate hunting and fishing by non-Indians on the reservation, the regulatory issue before us is a narrow one. The Court of Appeals held that the Tribe may prohibit nonmembers from hunting or fishing on land belonging to the Tribe or held by the United States in trust for the Tribe, 604 F.2d, at 1165-1166, and with this holding we can readily agree. We also agree with the Court of Appeals that if the Tribe permits nonmembers to fish or hunt on such lands, it may condition their entry by charging a fee or establishing bag and creel limits. Ibid. What remains is the question of the power of the Tribe to regulate non-Indian fishing and hunting on reservation land owned in fee by nonmembers of the Tribe. The Court of Appeals held that, with respect to fee-patented lands, the Tribe may regulate, but may not prohibit, hunting and fishing by non-members resident owners or by those, such as tenants or employees, whose occupancy is authorized by the owners. Id., at 1169. The court further held that the Tribe may totally prohibit hunting and fishing on lands within the reservation owned by non-Indians who do not occupy that land. Ibid.

The Court of Appeals found two sources for this tribal regulatory power: the Crow treaties, "augmented" by 18 U.S.C. 1165, and "inherent" Indian sovereignty. We believe that neither source supports the court's conclusion.

A

The purposes of the 1851 treaty were to assure safe passage for settlers across the lands of various Indian Tribes; to compensate the Tribes for the loss of buffalo, other game animals, timber, and forage; to delineate tribal boundaries; to promote intertribal peace; and to establish a way of identifying [450 U.S. 544, 558] Indians who committed depredations against non-Indians. As noted earlier, the treaty did not even create a reservation, although it did designate tribal lands. See Crow Tribe v. United States, 151 Ct. Cl. 281, 285-286, 289, 292, 293, 284 F.2d 361, 364, 366, 368. Only Article 5 of that treaty referred to hunting and fishing, and it merely provided that the eight signatory tribes "do not surrender the privilege of hunting, fishing, or passing over any of the tracts of country heretofore described." 2 Kappler 595. 6 The treaty nowhere suggested that Congress intended to grant authority to the Crow Tribe to regulate hunting and fishing by nonmembers on nonmember lands. Indeed, the Court of Appeals acknowledged that after the treaty was signed non-Indians, as well as members of other Indian tribes, undoubtedly hunted and fished within the treaty-designated territory of the Crows. 604 F.2d. at 1167.

The 1868 Fort Laramie Treaty, 15 Stat. 649, reduced the size of the Crow territory designated by the 1851 treaty. Article II of the treaty established a reservation for the Crow Tribe and provided that it be "set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them . . . ." (emphasis added) and that "the United States now solemnly agrees that no persons, except those herein designated and authorized so to do . . . shall ever be permitted to pass over, settle upon, or reside in the territory described in this article for the use of said Indians . . . ." The treaty, therefore, obligated the United States to prohibit most non-Indians from residing on or passing through reservation lands used and occupied by the Tribe, and, thereby,

arguably conferred upon the Tribe [450 U.S. 544, 559] the authority to control fishing and hunting on those lands. 7 But that authority could only extend to land on which the Tribe exercises "absolute and undisturbed use and occupation." And it is clear that the quantity of such land was substantially reduced by the allotment and alienation of tribal lands as a result of the passage of the General Allotment Act of 1887, 24 Stat. 388, as amended, 25 U.S.C. 331 et seq., and the Crow Allotment Act of 1920, 41 Stat. 751. 8 If the 1868 treaty created tribal power to restrict or prohibit non-Indian hunting and fishing on the reservation, that power cannot apply to lands held in fee by non-Indians. 9 [450 U.S. 544, 560]

In Puyallup Tribe v. Washington Game Dept., 433 U.S. 165 (Puyallup III), the relevant treaty included language virtually identical to that in the 1868 Treaty of Fort Laramie. The Puyallup Reservation was to be "set apart, and, so far [450 U.S. 544, 561] as necessary, surveyed and marked out for their exclusive use . . . [and no] white man [was to] be permitted to reside upon the same without permission of the tribe . . . ." See id., at 174. The Puyallup Tribe argued that those words amounted to a grant of authority to fish free of state interference. But this Court rejected that argument, finding, in part, that it "clashe[d] with the subsequent history of the reservation . . .," ibid., notably two Acts of Congress under which the Puyallups alienated, in fee simple, the great majority of the lands in the reservation, including all the land abutting the Puyallup River. Thus, "[n]either the Tribe nor its members continue to hold Puyallup River fishing grounds for their `exclusive use.'" Ibid. Puyallup III indicates, therefore, that treaty rights with respect to reservation lands must be read in light of the subsequent alienation of those lands. Accordingly, the language of the 1868 treaty provides no support for tribal authority to regulate hunting and fishing on land owned by non-Indians.

The Court of Appeals also held that the federal trespass statute, 18 U.S.C. 1165, somehow "augmented" the Tribe's regulatory powers over non-Indian land. 604 F.2d, at 1167. If anything, however, that statute suggests the absence of such authority, since Congress deliberately excluded fee-patented lands from the statute's scope. The statute provides:

"Whoever, without lawful authority or permission, willfully and knowingly goes upon any land that belongs to any Indian or Indian tribe, band, or group and either are held by the United States in trust or are subject to a restriction against alienation imposed by the United States, or upon any lands of the United States that are reserved for Indian use, for the purpose of hunting, trapping, or fishing thereon, or for the removal of game, peltries, or fish therefrom, shall be fined . . . ."

The statute is thus limited to lands owned by Indians, held in trust by the United States for Indians, or reserved for use [450 U.S. 544, 562] by Indians. 10 If Congress had wished to extend tribal jurisdiction to lands owned by non-Indians, it could easily have done so by incorporating in 1165 the definition of "Indian country" in 18 U.S.C. 1151: "all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation." Indeed, a Subcommittee of the House Committee on the Judiciary proposed that this be done. But the Department of the Interior recommended against doing so in a letter dated May 23, 1958. The Department pointed out that a previous congressional Report, H. R. Rep. No. 2593, 85th Cong., 2d Sess. (1958), 11 had made clear that the bill contained no implication that it would apply to land other than that held or controlled by Indians or the United States. 12 [450 U.S. 544, 563] The Committee on the Judiciary then adopted the present language, which does not reach fee-patented lands within the boundaries of an Indian reservation.

B

Beyond relying on the Crow treaties and 18 U.S.C. 1165 as source for the Tribe's power to regulate non-Indian hunting and fishing on non-Indian lands within the reservation, the Court of Appeals also identified that power as an incident of the inherent sovereignty of the Tribe over the entire Crow Reservation. 604 F.2d, at 1170. But "inherent sovereignty" is not so broad as to support the application of Resolution No. 74-05 to non-Indian lands.

This Court most recently reviewed the principles of inherent sovereignty in United States v. Wheeler, 435 U.S. 313 . In that case, noting that Indian tribes are "unique aggregations possessing attributes of sovereignty over both their members and their territory," id., at 323, the Court upheld the power of a tribe to punish tribal members who violate tribal criminal laws. But the Court was careful to note that, through their original incorporation into the United States as well as through specific treaties and statutes, the Indian tribes have lost many of the attributes of sovereignty. Id., [450 U.S. 544, 564] at 326. The Court distinguished between those inherent powers retained by the tribes and those divested:

"The areas in which such implicit divestiture of sovereignty has been held to have occurred are those involving the relations between an Indian tribe and nonmembers of the tribe. . . .

These limitations rest on the fact that the dependent status of Indian tribes within our territorial jurisdiction is necessarily inconsistent with their freedom independently to determine their external relations. But the powers of self-government, including the power to prescribe and enforce internal criminal laws, are of a different type. They

involve only the relations among members of a tribe. Thus, they are not such powers as would necessarily be lost by virtue of a tribe's dependent status." Ibid. (Emphasis added.)

Thus, in addition to the power to punish tribal offenders, the Indian tribes retain their inherent power to determine tribal membership, to regulate domestic relations among members, and to prescribe rules of inheritance for members. Id., at 322, n. 18. But exercise of tribal power beyond what is necessary to protect tribal self-government or to control internal relations is inconsistent with the dependent status of the tribes, and so cannot survive without express congressional delegation. Mescalero Apache Tribe v. Jones, 411 U.S. 145, 148 ; Williams v. Lee, 358 U.S. 217, 219 -220; United States v. Kagama, 118 U.S. 375, 381 -382; see McClanahan v. Arizona State Tax Comm'n, 411 U.S. 164, 171 . Since regulation of hunting and fishing by nonmembers of a tribe on lands no longer owned by the tribe bears no clear relationship to tribal self-government or internal relations, 13 [450 U.S. 544, 565] the general principles of retained inherent sovereignty did not authorize the Crow Tribe to adopt Resolution No. 74-05.

The Court recently applied these general principles in Oliphant v. Suquamish Indian Tribe, 435 U.S. 191 , rejecting a tribal claim of inherent sovereign authority to exercise criminal jurisdiction over non-Indians. Stressing that Indian tribes cannot exercise power inconsistent with their diminished status as sovereigns, the Court quoted Justice Johnson's words in his concurrence in Fletcher v. Peck, 6 Cranch 87, 147 - the first Indian case to reach this Court - that the Indian tribes have lost any "right of governing every person within their limits except themselves." 435 U.S., at 209 . Though Oliphant only determined inherent tribal authority in criminal matters, 14 the principles on which it relied support the general proposition that the inherent sovereign powers of an Indian tribe do not extend to the activities of nonmembers of the tribe. To be sure, Indian tribes retain inherent sovereign power to exercise some forms of civil jurisdiction over non-Indians on their reservations, even on non-Indian fee lands. A tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements. Williams v. Lee, supra, at 223; Morris v. Hitchcock, 194 U.S. 384 ; [450 U.S. 544, 566] Buster v. Wright, 135 F. 947, 950 (CA8); see Washington v. Confederated Tribes of Colville Indian Reservation, 447 U.S. 134, 152 -154. A tribe may also retain inherent power to exercise civil authority over the conduct of non-Indians on fee lands within its reservation when that conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe. See Fisher v. District Court, 424 U.S. 382, 386 ; Williams v. Lee, supra, at 220; Montana Catholic Missions v. Missoula County, 200 U.S. 118, 128 -129; Thomas v. Gay, 169 U.S. 264, 273 . 15

No such circumstances, however, are involved in this case. Non-Indian hunters and fishermen on non-Indian fee land do not enter any agreements or dealings with the Crow Tribe so as to subject themselves to tribal civil jurisdiction. And nothing in this case suggests that such non-Indian hunting and fishing so threaten the Tribe's political or economic security as to justify tribal regulation. The complaint in the District Court did not allege that non-Indian hunting and fishing on fee lands imperil the subsistence or welfare of the Tribe. 16 Furthermore, the District Court made express findings, left unaltered by the Court of Appeals, that the Crow Tribe has traditionally accommodated itself to the State's "near exclusive" regulation of hunting and fishing on fee lands within the reservation. 457 F. Supp., at 609-610. And the District Court found that Montana's statutory and regulatory scheme does not prevent the Crow Tribe from limiting [450 U.S. 544, 567] or forbidding non-Indian hunting and fishing on lands still owned by or held in trust for the Tribe or its members. Id., at 609.

IV

For the reasons stated in this opinion, the judgment of the Court of Appeals is reversed, and the case is remanded to that court for further proceedings.

It is so ordered.

Footnotes

[Footnote î] ERRATA: Insert "very" after "made".

[Footnote 1] According to the respondents, the Crow Tribe's interest in restricting hunting and fishing on the reservation focuses almost entirely on sports fishing and duck hunting in the waters and on the surface of the Big Horn River. The parties, the District Court, and the Court of Appeals have all assumed that ownership of the riverbed will largely determine the power to control these activities. Moreover, although the complaint in this case sought to quiet title only to the bed of the Big Horn River, we note the concession of the United States that if the bed of the river passed to [450 U.S. 544, 551] Montana upon its admission to the Union, the State at the same time acquired ownership of the banks of the river as well.

[Footnote 2] Congress was, of course, aware of this presumption once it was established by this Court. See Rosebud Sioux Tribe v. Kneip, 430 U.S. 584, 588 .

[Footnote 3] The Hitchcock decision expressly stated that the Red Lake Reservation was "a reservation within the accepted meaning of the term." 185 U.S., at 389 .

[Footnote 4] "[C]ommencing where the 107th degree of longitude west of Greenwich crosses the south boundary of Montana Territory; thence north along said 107th meridian to the mid-channel of the Yellowstone River; thence up said mid-channel of the Yellowstone to the point where it crosses the said southern boundary of Montana, being the 45th degree of north latitude; and thence east along said parallel of latitude to the place of beginning . . . ." Second Treaty of Fort Laramie, May 7, 1868, Art. II, 15 Stat. 650.

[Footnote 5] In one recent case, Choctaw Nation v. Oklahoma, 397 U.S. 620 , this Court did construe a reservation grant as including the bed of a navigable water, and the respondents argue that this case resembles Choctaw Nation more than it resembles the established line of cases to which Choctaw Nation is a singular exception. But the finding of a conveyance of the riverbed in Choctaw Nation was based on very peculiar circumstances not present in this case.

Those circumstances arose from the unusual history of the treaties there at issue, a history which formed an important basis of the decision. Id., at 622-628. Immediately after the Revolutionary War, the United States had signed treaties of peace and protection with the Cherokee and Choctaw Tribes, reserving them lands in Georgia and Mississippi. In succeeding years, the United States bought large areas of land from the Indians to make room for white settlers who were encroaching on tribal lands, but the Government signed new treaties guaranteeing that the Indians could live in peace on those lands not ceded. The United States soon betrayed that promise. It proposed that the Tribes be relocated in a newly acquired part of the Arkansas Territory, but the new territory was soon overrun by white settlers, and through a series of new cession agreements the Indians were forced to relocate farther and farther west. Ultimately, most of the Tribes' members refused to leave their eastern lands, doubting the reliability of the Government's promises of the new western land, but Georgia and Mississippi, anxious for the relocation westward so they could assert jurisdiction over the Indian lands, purported to abolish the Tribes and distribute the tribal lands. The Choctaws and Cherokees [450 U.S. 544, 556] finally signed new treaties with the United States aimed at rectifying their past suffering at the hands of the Federal Government and the States.

Under the Choctaw treaty, the United States promised to convey new lands west of the Arkansas Territory in fee simple, and also pledged that "no Territory or State shall ever have a right to pass laws for the government of the Choctaw Nation . . . and that no part of the land granted to them shall ever be embraced in any Territory or State." Treaty of Dancing Rabbit Creek, Sept. 27, 1830, 7 Stat. 333-334, quoted in Choctaw Nation v. Oklahoma. 397 U.S., at 625 . In 1835, the Cherokees signed a treaty containing similar provisions granting reservation lands in fee simple and promising that the tribal lands would not become part of any State or Territory. Id., at 626. In concluding that the United States had intended to convey the riverbed to the Tribes before the admission of Oklahoma to the Union, the Choctaw Court relied on these circumstances surrounding the treaties and placed special emphasis on the Government's promise that the reserved lands would never become part of any State. Id., at 634-635. Neither the special historical origins of the Choctaw and Cherokee treaties nor the crucial provisions granting Indian lands in fee simple and promising freedom from state jurisdiction in those treaties have any counterparts in the terms and circumstances of the Crow treaties of 1851 and 1868.

[Footnote 6] The complaint in this case did not allege that non-Indian hunting and fishing on reservation lands has impaired this privilege.

[Footnote 7] Article IV of the treaty addressed hunting rights specifically. But that Article referred only to "unoccupied lands of the United States," viz., lands outside the reservation boundaries, and is accordingly not relevant here.

[Footnote 8] The 1920 Crow Allotment Act was one of the special Allotment Acts Congress passed from time to time pursuant to the policy underlying the General Allotment Act. See S. Rep. No. 219, 66th Cong., 1st Sess., 5 (1919). The Senate Committee Report on the Crow Allotment bill stated that it "is in accordance with the policy to which Congress gave its adherence many years ago, and which found expression in the [General Allotment Act]." Ibid.

[Footnote 9] The Court of Appeals discussed the effect of the Allotment Acts as follows:

"While neither of these Acts, nor any other to which our attention has been called, explicitly qualifies the Tribe's rights over hunting and fishing, it defies reason to suppose that Congress intended that non-members who reside on fee patent lands could hunt and fish thereon only by consent of the Tribe. So far as the record of this case reveals, no efforts to exclude completely non-members of the Crow Tribe from hunting and fishing within the reservation were being made by the Crow Tribe at the time of enactment of the Allotment Acts." 604 F.2d 1162, 1168 (footnote omitted).

But nothing in the Allotment Acts supports the view of the Court of Appeals that the Tribe could nevertheless bar hunting and fishing by nonresident fee owners. The policy of the Acts was the eventual assimilation of the Indian population, Organized Village of Kake v. Egan, 369 U.S. 60, 72 , and the "gradual extinction of Indian reservations and Indian titles." Draper v. United States, 164 U.S. 240, 246 . The Secretary of [450 U.S. 544, 560] the Interior

and the Commissioner of Indian Affairs repeatedly emphasized that the allotment policy was designed to eventually eliminate tribal relations. See, e. g., Secretary of the Interior Ann. Rep., vol. 1, pp. 25-28 (1885); Secretary of the Interior Ann. Rep., vol. 1, p. 4 (1886); Commissioner of Indian Affairs Ann. Rep., vol. 1, pp. IV-X (1887); Secretary of the Interior Ann. Rep., vol. 1, pp. XXIX-XXXII (1888); Commissioner of Indian Affairs Ann. Rep. 3-4 (1889); Commissioner of Indian Affairs Ann. Rep. VI, XXXIX (1890); Commissioner of Indian Affairs Ann. Rep., vol. 1, pp. 3-9, 26 (1891); Commissioner of Indian Affairs Ann. Rep. 5 (1892); Secretary of the Interior Ann. Rep., vol. 1, p. IV (1894). And throughout the congressional debates on the subject of allotment, it was assumed that the "civilization" of the Indian population was to be accomplished, in part, by the dissolution of tribal relations. See, e. g., 11 Cong. Rec. 779 (Sen. Vest), 782 (Sen. Coke), 783-784 (Sen. Saunders), 875 (Sens. Morgan and Hoar), 881 (Sen. Brown), 905 (Sen. Butler), 939 (Sen. Teller), 1003 (Sen. Morgan), 1028 (Sen. Hoar), 1064, 1065 (Sen. Plumb), 1067 (Sen. Williams) (1881).

There is simply no suggestion in the legislative history that Congress intended that the non-Indians who would settle upon alienated allotted lands would be subject to tribal regulatory authority. Indeed, throughout the congressional debates, allotment of Indian land was consistently equated with the dissolution of tribal affairs and jurisdiction. See, e. g., id., at 785 (Sen. Morgan), 875 (Sen. Hoar), 876 (Sen. Morgan), 878 (Sens. Hoar and Coke), 881 (Sen. Brown), 908 (Sen. Call), 939 (Sen. Teller), 1028 (Sen. Hoar), 1067 (Sens. Edmunds and Williams). It defies common sense to suppose that Congress would intend that non-Indians purchasing allotted lands would become subject to tribal jurisdiction when an avowed purpose of the allotment policy was the ultimate destruction of tribal government. And it is hardly likely that Congress could have imagined that the purpose of peaceful assimilation could be advanced if feeholders could be excluded from fishing or hunting on their acquired property.

The policy of allotment and sale of surplus reservation land was, of course, repudiated in 1934 by the Indian Reorganization Act, 48 Stat. 984, 25 U.S.C. 461 et seq. But what is relevant in this case is the effect of the land alienation occasioned by that policy on Indian treaty rights tied to Indian use and occupation of reservation land.

[Footnote 10] See United States v. Bouchard, 464 F. Supp. 1316, 1336 (WD Wis.); United States v. Pollmann, 364 F. Supp. 995 (Mont.).

[Footnote 11] House Report No. 2593 stated that the purpose of the bill that became 18 U.S.C. 1165 was to make it unlawful to enter Indian land to hunt, trap, or fish without the consent of the individual Indian or tribe:

"Indian property owners should have the same protection as other property owners, for example, a private hunting club may keep nonmembers off its game lands or it may issue a permit for a fee. One who comes on such lands without permission may be prosecuted under State law but a non-Indian trespasser on an Indian reservation enjoys immunity.

. . . . .

"Non-Indians are not subject to the jurisdiction of Indian courts and cannot be tried in Indian courts on trespass charges. Further, there are no Federal laws which can be invoked against trespassers." H. R. Rep. No. 2593, 85th Cong., 2d Sess., at 2.

[Footnote 12] Subsequent Reports in the House and Senate, H. R. Rep. No. 625, 86th Cong., 1st Sess. (1959); S. Rep. No. 1686, 86th Cong., 2d Sess. (1960), also refer to "Indian lands" and "Indian property owners" rather than "Indian country." In Oliphant v. Suquamish Indian Tribe, 435 U.S. 191 , this Court referred to S. Rep. No. 1686, which stated that "the legislation [18 U.S.C. 1165] will give to the Indian tribes and to individual Indian owners certain rights that now exist as to others, and fills a gap in the [450 U.S. 544, 563] present law for the protection of their property." 435 U.S., at 206 . (Emphasis added.)

Before the Court of Appeals decision, several other courts interpreted 1165 to be confined to lands owned by Indians, or held in trust for their benefit. State v. Baker, 464 F. Supp. 1377 (WD Wis.); United States v. Bouchard, 464 F. Supp. 1316 (WD Wis.); United States v. Pollmann, supra; Donahue v. California Justice Court, 15 Cal. App. 3d 557, 93 Cal. Rptr. 310. Cf. United States v. Sanford, 547 F.2d 1085, 1089 (CA9) (holding that 1165 was designed to prevent encroachments on Indian lands, rejecting the argument that 1165 makes illegal the unauthorized killing of wildlife on an Indian reservation, and noting that "the application of Montana game laws to the activities of non-Indians on Indian reservations does not interfere with tribal self-government on reservations").

[Footnote 13] Any argument that Resolution No. 74-05 is necessary to Crow tribal self-government is refuted by the findings of the District Court that the State of Montana has traditionally exercised "near exclusive" jurisdiction over hunting and fishing on fee lands within the reservation, and that the [450 U.S. 544, 565] parties to this case had accommodated themselves to the state regulation. 457 F. Supp. 599, 610. The Court of Appeals left these findings unaltered and indeed implicitly reaffirmed them, adding that the record reveals no attempts by the Tribe at the time of the Crow Allotment Act to forbid non-Indian hunting and fishing on reservation lands. 604 F.2d, at 1168, and n. 11A.

[Footnote 14] By denying the Suquamish Tribe criminal jurisdiction over non-Indians, however, the Oliphant case would seriously restrict the ability of a tribe to enforce any purported regulation of non-Indian hunters and fishermen. Moreover, a tribe would not be able to rely for enforcement on the federal criminal trespass statute, 18 U.S.C. 1165, since that statute does not apply to fee patented lands. See supra, at 561-563, and nn. 10-12.

[Footnote 15] As a corollary, this Court has held that Indian tribes retain rights to river waters necessary to make their reservations livable. Arizona v. California, 373 U.S. 546, 599 .

[Footnote 16] Similarly, the complaint did not allege that the State has abdicated or abused its responsibility for protecting and managing wildlife, has established its season, bag, or creel limits in such a way as to impair the Crow Indians' treaty rights to fish or hunt, or has imposed less stringent hunting and fishing regulations within the reservation than in other parts of the State. Cf. United States v. Washington, 384 F. Supp. 312, 410-411 (WD Wash.), aff'd, 520 F.2d 676 (CA9).

JUSTICE STEVENS, concurring.

In its opinion in Choctaw Nation v. Oklahoma, 397 U.S. 620 , the Court repeatedly pointed out that ambiguities in the governing treaties should be resolved in favor of the Indian tribes. 1 That emphasis on a rule of construction favoring the tribes might arguably be read as having been intended to indicate that the strong presumption against dispositions [450 U.S. 544, 568] by the United States of land under navigable waters in the territories is not applicable to Indian reservations. However, for the following reasons, I do not so read the Choctaw Nation opinion.

In United States v. Holt State Bank, 270 U.S. 49 , the Court unanimously and unequivocally had held that the presumption applied to Indian reservations. Although the references to Holt State Bank in the Court's opinion in Choctaw Nation can hardly be characterized as enthusiastic, see 397 U.S., at 634 , the Choctaw Nation opinion did not purport to abandon or to modify the rule of Holt State Bank. Indeed, Justice Douglas, while joining the opinion of the Court, wrote a separate opinion to explain why he had concluded that the Choctaw Nation record supplied the "exceptional circumstances" required under the Holt State Bank rule. 2

Only seven Justices participated in the Choctaw Nation decision. 3 JUSTICE WHITE, joined by THE CHIEF JUSTICE and Justice Black in dissent, relied heavily on the Holt State Bank line of authority, see 397 U.S., at 645 - 648, and, as I noted above, Justice Douglas, in his concurrence, also appears to have accepted the Holt State Bank rule. Because only four Justices, including Justice Douglas, joined the Court's opinion. I do not believe it should be read as having made a substantial change in settled law. [450 U.S. 544, 569]

Finally, it is significant for me that JUSTICE STEWART, who joined the Choctaw Nation opinion, is the author of the Court's opinion today. Just as he is, I am satisfied that the circumstances of the Choctaw Nation case differ significantly from the circumstances of this case. Whether I would have voted differently in the two cases if I had been a Member of the Court when Choctaw Nation was decided is a question I cannot answer. I am, however, convinced that unless the Court is to create a broad exception for Indian reservations, the Holt State Bank presumption is controlling. I therefore join the Court's opinion.

[Footnote 1] The Court described this rule of construction, and explained the reasoning underlying it:

"[T]hese treaties are not to be considered as exercises in ordinary conveyancing. The Indian Nations did not seek out the United States and agree upon an exchange of lands in an arm's-length transaction. Rather, treaties were imposed upon them and they had no choice but to consent. As a consequence, this Court has often held that treaties with the Indians must be interpreted as they would have understood them, see, e. g., Jones v. Meehan, 175 U.S. 1, 11 (1899), and any doubtful expressions in them should be resolved in the Indians' favor. See Alaska Pacific Fisheries v. United States, 248 U.S. 78, 89 (1918). Indeed, the Treaty of Dancing Rabbit Creek itself provides that `in the construction of this Treaty wherever well founded doubt shall arise, it shall be construed most favourably towards the Choctaws.' 7 Stat. 336." 397 U.S., at 630 -631.

The Court went on to base its decision on this rule of construction:

"[T]he court in [United States v.] Holt State Bank [270 U.S. 49] itself examined the circumstances in detail and concluded `the reservation was not intended to effect such a disposal.' 270 U.S., at 58 . We think that the similar conclusion of the Court of Appeals in this case was in error, given the circumstances of the treaty grants and the countervailing rule of construction that well-founded doubt should be resolved in petitioners' favor." Id., at 634.

[Footnote 2] Before reviewing the history of the Cherokee and Choctaw Reservations, Justice Douglas wrote:

"[W]hile the United States holds a domain as a territory, it may convey away the right to the bed of a navigable river, not retaining that property for transfer to a future State, though as stated in Holt State Bank that purpose is `not lightly to be inferred, and should not be regarded as intended unless the intention was definitely declared or otherwise made very plain.' 270 U.S., at 55 . Such exceptional circumstances are present here." 397 U.S., at 639 .

[Footnote 3] When Choctaw Nation was decided, the Court consisted of only eight active Justices. Justice Harlan did not participate in the consideration or decision of Choctaw Nation.

JUSTICE BLACKMUN, with whom JUSTICE BRENNAN and JUSTICE MARSHALL join, dissenting in part.

Only two years ago, this Court reaffirmed that the terms of a treaty between the United States and an Indian tribe must be construed "`in the sense in which they would naturally be understood by the Indians.'" Washington v. Fishing Vessel Assn., 443 U.S. 658, 676 (1979), quoting from Jones v. Meehan, 175 U.S. 1, 11 (1899). In holding today that the bed of the Big Horn River passed to the State of Montana upon its admission to the Union, the Court disregards this settled rule of statutory construction. Because I believe that the United States intended, and the Crow Nation understood, that the bed of the Big Horn was to belong to the Crow Indians, I dissent from so much of the Court's opinion as holds otherwise. 1

I

As in any case involving the construction of a treaty, it is necessary at the outset to determine what the parties intended. [450 U.S. 544, 570] Washington v. Fishing Vessel Assn., 443 U.S., at 675 . With respect to an Indian treaty, the Court has said that "the United States, as the party with the presumptively superior negotiating skills and superior knowledge of the language in which the treaty is recorded, has a responsibility to avoid taking advantage of the other side." Id., at 675-676. Obviously, this rule is applicable here. But before determining what the Crow Indians must have understood the Treaties of Fort Laramie to mean, it is appropriate to ask what the United States intended, for our inquiry need go no further if the United States meant to convey the bed of the Big Horn River to the Indians.

The Court concedes that the establishment of an Indian reservation can be an "appropriate public purpose" justifying a congressional conveyance of a riverbed. Ante, at 556. It holds, however, that no such public purpose or exigency could have existed here, since at the time of the Fort Laramie Treaties the Crow were a nomadic tribe dependent chiefly upon buffalo, and fishing was not important to their diet or way of life. Ibid. The factual premise upon which the Court bases its conclusion is open to serious question: while the District Court found that fish were not "a central part of the Crow diet," 457 F. Supp. 599, 602 (Mont. 1978), there was evidence at trial that the Crow ate fish both as a supplement to their buffalo diet and as a substitute for meat in time of scarcity. 2

Even if it were true that fishing was not important to the Crow Indians at the time the Fort Laramie Treaties came into being, it does not necessarily follow that there was no public purpose or exigency that could have led Congress to [450 U.S. 544, 571] convey the riverbed to the Crow. Indeed, history informs us that the very opposite was true. In negotiating these treaties, the United States was actuated by two somewhat conflicting purposes: the desire to provide for the Crow Indians, and the desire to obtain the cession of all Crow territory not within the ultimate reservation's boundaries. Retention of ownership of the riverbed for the benefit of the future state of Montana would have been inconsistent with each of these purposes.

First: It was the intent of the United States that the Crow Indians be converted from a nomadic, hunting tribe to a settled, agricultural people. 3 The Treaty of Fort Laramie of Sept. 17, 1851, see 11 Stat. 749, and 2 C. Kappler, Indian Affairs: Laws and Treaties 594 (1904) (hereinafter Kappler), was precipitated by the depletion of game, timber, and forage by the constantly increasing number of settlers who crossed the lands of the Plains Indians on their way to California. Aggrieved by these depredations, the Indians had opposed that passage, sometimes by force. 4 In order to ensure safe passage for the settlers, the United States in 1851 called together at Fort Laramie eight Indian Nations, including the Crow. The pronouncement made at that time by the United States Commissioner emphasized the Government's concern over the destruction of the game upon which the Indians depended. 5 The treaty's Art. 5, which set specified [450 U.S. 544, 572] boundaries for the Indian Nations, explicitly provided that the signatory tribes "do not surrender the privilege of hunting, fishing, or passing over any of the tracts" described in the treaty, 2 Kappler, at 595 (emphasis added), and, further, its Art. 7 stated that the United States would provide an annuity in the form of "provisions, merchandise, domestic animals, and agricultural implements." Ibid.

The intent of the United States to provide alternative means of subsistence for the Plains Indians is demonstrated even more clearly by the subsequent Fort Laramie Treaty of May 7, 1868, between the United States and the Crow Nation. 15 Stat. 649. United States Commissioner Taylor, who met with the Crow Indians in 1867, had acknowledged to them that the game upon which they relied was "fast disappearing," and had stated that the United States proposed to furnish them with "homes and cattle, to enable you to begin to raise a supply or stock with which to support your families when the game was disappeared." 6 Proceedings of the Great Peace Commission of 1867-1868, pp. 86-87 (Institute for the Development of Indian Law (1975)) (hereinafter Proceedings). Given this clear recognition by the United States that the traditional mainstay of the Crow Indians' diet was disappearing, it is inconceivable that the United States intended by the 1868 treaty to deprive the Crow of "potential control over a source of food on their [450 U.S. 544, 573] reservation." 7 United States v. Finch, 548 F.2d 822, 832 (CA9 1976), vacated on other grounds, 433 U.S. 676 (1977). See Alaska Pacific Fisheries v. United States, 248 U.S. 78 (1918). 8

Second: The establishment of the Crow Reservation was [450 U.S. 544, 574] necessitated by the same "public purpose" or "exigency" that led to the creation of the Choctaw and Cherokee Reservations discussed in Choctaw

Nation v. Oklahoma, 397 U.S. 620 (1970). In both cases, Congress responded to pressure for Indian land by establishing reservations in return for the Indians' relinquishment of their claims to other territories. 9 Just as the Choctaws and the Cherokees received their reservation in fee simple "`to inure to them while they shall exist as a nation and live on it,'" id., at 625, so the Crow were assured in 1867 that they would receive "a tract of your country as a home for yourselves and children forever, upon which your great Father will not permit the white man to trespass." Proceedings, at 86. Indeed, during the negotiations of both the 1851 and 1868 Treaties of Fort Laramie the United States repeatedly referred to the land as belonging to the Indians, and the treaties reflect this understanding. 10 [450 U.S. 544, 575] Finally, like the Cherokee Reservation, see 397 U.S., at 628 , the Crow Reservation created by Art. II of the 1868 treaty consisted of "one undivided tract of land described merely by exterior metes and bounds." 15 Stat. 650.

Since essentially the same "public purpose" led to the creation of both reservations, it is highly appropriate that the analysis of Choctaw Nation be applied in this case. As the State of Montana does here, the State of Oklahoma in Choctaw Nation claimed a riverbed that was surrounded on both sides by lands granted to an Indian tribe. This Court in Choctaw Nation found Oklahoma's claim to be "at the least strained," and held that all the land inside the reservation's exterior metes and bounds, including the riverbed, "seems clearly encompassed within the grant," even though no mention had been made of the bed. 397 U.S., at 628 . The Court found that the "natural inference" to be drawn from the grants to the Choctaws and Cherokees was that "all the land within their metes and bounds was conveyed, including the banks and bed of rivers." Id., at 634. See also Donnelly v. United States, 228 U.S. 243, 259 (1913). The [450 U.S. 544, 576] Court offers no plausible explanation for its failure to draw the same "natural inference" here. 11

In Choctaw Nation, the State of Oklahoma also laid claim to a portion of the Arkansas River at the border of the Indian reservation. The Court's analysis of that claim lends weight to the conclusion that the bed of the Big Horn belongs to the Crow Indians. Interpreting the treaty language setting the boundary of the Cherokee Reservation "down the main channel of the Arkansas river," the Choctaw Court noted that such language repeatedly has been held to convey title to the midpoint of the channel, relying on Brewer-Elliott Oil & Gas Co. v. United States, 260 U.S. 77 (1922). 12 397 U.S., at 631 -633. Here, Art. II of the 1868 Treaty of [450 U.S. 544, 577] Fort Laramie established the boundary of the Crow Reservation as running in part up the "mid-channel of the Yellowstone river." 15 Stat. 650. Thus, under Brewer-Elliott and Choctaw Nation, it is clear that the United States intended to grant the Crow the bed of the Yellowstone to the midpoint of the channel; it follows a fortiori that it was the intention of the United States to grant the Crow Indians the bed of that portion of the Big Horn that was totally encompassed by the reservation. 13

II

But even assuming, arguendo, that the United States intended to retain title to the bed of the Big Horn River for the benefit of the future State of Montana, it defies common sense to suggest that the Crow Indians would have so understood the terms of the Fort Laramie Treaties. 14 In negotiating the 1851 treaty, the United States repeatedly referred to the territories at issue as "your country," as "your land," and as "your territory." See Crow Tribe of Indians v. United States, 151 Ct. Cl. 281, 287-291, 284 F.2d 361, 364-367 (1960). Further, in Art. 3 of the treaty itself the Government undertook to protect the signatory tribes "against the commission of all depredations by the people of the said United States," and to compensate the tribes for any damages [450 U.S. 544, 578] they suffered thereby; in return, in Art. 2, the United States received the right to build roads and military posts on the Indians' territories. 2 Kappler, at 594.

The history of the treaty of 1868 is even more telling. By this time, whites were no longer simply passing through the Indian territories on their way to California. Instead, in the words of United States Commissioner Taylor, who addressed the Crow representatives gathered at Fort Laramie in 1867:

"We learn that valuable mines have been discovered in your country which in some instances are taken possession of by the whites. We learn that roads are laid out and travelled through your lands, that settlements have been made upon your lands, that your game is being driven away and is fast disappearing. We know also that the white people are rapidly increasing and are taking possession of and occupying all the valuable lands. Under these circumstances we are sent by the great Father and the Great Council in Washington to arrange some plan to relieve you, as far as possible, from the bad consequences of this state of things and to protect you from future difficulties." Proceedings, at 86. (Emphasis added.)

It is hardly credible that the Crow Indians who heard this declaration would have understood that the United States meant to retain the ownership of the riverbed that ran through the very heart of the land the United States promised to set aside for the Indians and their children "forever." Indeed, Chief Blackfoot, when addressed by Commissioner Taylor, responded: "The Crows used to own all this Country including all the rivers of the West." Id., at 88. (Emphasis added.) The conclusion is inescapable that the Crow Indians understood that they retained the ownership

of at least those rivers within the metes and bounds of the reservation [450 U.S. 544, 579] granted them. 15 This understanding could only have been strengthened by the reference in the 1868 treaty to the mid-channel of the Yellowstone River as part of the boundary of the reservation; the most likely interpretation that the Crow could have placed on that reference is that half the Yellowstone belonged to them, and it is likely that they accordingly deduced that all of the rivers within the boundary of the reservation belonged to them.

In fact, any other conclusion would lead to absurd results. Gold had been discovered in Montana in 1858, and sluicing operations had begun on a stream in western Montana in 1862; hundreds of prospectors were lured there by this news, and some penetrated Crow territory. N. Plummer, Crow Indians 109-110 (1974). As noted, Commissioner Taylor remarked in 1867 that whites were mining in Indian territory, and he specifically indicated that the United States intended to protect the Indians from such intrusions. Yet the result reached by the Court today indicates that Montana or its licensees would have been free to enter upon the Big Horn River for the purpose of removing minerals from its bed or banks; further, in the Court's view, they remain free to do so in the future. The Court's answer to a similar claim made by the State of Oklahoma in Choctaw Nation is fully applicable here: "We do not believe that [the Indians] would have considered that they could have been precluded from exercising these basic ownership rights to the river bed, and we think it very unlikely that the United States intended otherwise." 16 397 U.S., at 635 . [450 U.S. 544, 580]

III

In Choctaw Nation, the Court was confronted with a claim almost identical to that made by the State of Montana in this case. There, as here, the argument was made that the silence of the treaties in question with regard to the ownership of the disputed riverbeds was fatal to the Indians' case. In both cases, the state claimant placed its principal reliance on this Court's statement in United States v. Holt State Bank, 270 U.S. 49, 55 (1926), that the conveyance of a riverbed "should not be regarded as intended unless the intention was definitely declared or otherwise made very plain." The Court flatly rejected this argument in Choctaw Nation, pointing out that "nothing in the Holt State Bank case or in the policy underlying its rule of construction . . . requires that courts blind themselves to the circumstances of the grant in determining the intent of the grantor." 17 397 U.S., at [450 U.S. 544, 581] 634. Since I believe that the Court has so blinded itself today, I respectfully dissent from its holding that the State of Montana has title to the bed of the Big Horn River. 18

[Footnote 1] While the complaint in this case sought to quiet title only to the bed of the Big Horn River, see ante, at 550, n. 1, I think it plain that if the bed of the river was reserved to the Crow Indians before statehood, so also were the banks up to the high-water mark.

[Footnote 2] See 1 App. 39-40 (testimony of Joe Medicine Crow, Tribal Historian). See also id., at 90, 97 (testimony of Henry Old Coyote). Thus, while one historian has stated that "I have never met a reference to eating of fish" by the Crow Indians, R. Lowie, The Crow Indians 72 (1935), it is clear that such references do exist. See 457 F. Supp., at 602. See also n. 7, infra.

[Footnote 3] See generally United States v. Sioux Nation of Indians, 448 U.S. 371, 380 , n. 11 (1980) (discussing federal reservation policy).

[Footnote 4] The history of the events leading up to the Fort Laramie Treaty of 1851 is recounted in detail in Crow Tribe of Indians v. United States. 151 Ct. Cl. 281, 284 F.2d 361 (1960), cert. denied, 366 U.S. 924 (1961); Crow Nation v. United States, 81 Ct. Cl. 238 (1935); and Fort Berthold Indians v. United States, 71 Ct. Cl. 308 (1930).

[Footnote 5] According to an account published in the Saint Louis Republican, Oct. 26, 1851, Treaty Commissioner Mitchell stated:

"The ears of your Great Father are always open to the complaints of his Red Children. He has heard and is aware that your buffalo and game [450 U.S. 544, 572] are driven off and your grass and timber consumed by the opening of roads and the passing of emigrants through your countries. For these losses he desires to compensate you." Quoted in Crow Tribe of Indians v. United States, 151 Ct. Cl., at 290, 284 F.2d, at 366.

The same concern was expressed in internal communications of the Government. See, e. g., id., at 287-288, 284 F.2d, at 365 (letter of W. Medill, Commissioner of Indian Affairs to the Secretary of the Interior).

[Footnote 6] The 1868 treaty provided that members of the Crow Tribe who commenced farming would be allotted land and given agricultural supplies; it also provided that subsistence rations for a period of four years would be supplied to every Indian who agreed to settle on the reservation. See Arts. VI, VIII, and IX of the treaty, 15 Stat. 650-652.

[Footnote 7] It is significant that in 1873 the United States Commissioners who sought to negotiate a further diminishment of the Crow Reservation were instructed by the very Act of Mar. 3, 1873, ch. 321, 17 Stat. 626, that "if there is upon such reservation a locality where fishing could be valuable to the Indians, [they should] include the same [in the diminished reservation] if practicable . . . ."

That those fishing rights would have been valuable to the Crow Indians is suggested by the statement of Chief Blackfoot at the 1867 Fort Laramie Conference:
"There is plenty of buffalo, deer, elk, and antelope in my country. There is plenty of beaver in all the streams. There is plenty of fish too. I never yet heard of any of the Crow Nation dying of starvation. I know that the game is fast decreasing, and whenever it gets scarce, I will tell my Great Father. That will be time enough to go farming." Proceedings, at 91. (Emphasis added.)
Edwin Thompson Denig, a white fur trader who resided in Crow territory from approximately 1833 until 1856, also remarked:
"Every creek and river teems with beaver, and good fish and fowl can be had at any stream in the proper season." E. Denig, Of the Crow Nation 21 (1980).
[Footnote 8] In Alaska Pacific Fisheries, the United States sued to enjoin a commercial fishing company from maintaining a fish trap in navigable waters off the Annette Islands in Alaska, which had been set aside for the Metlakahtla Indians. The lower courts granted the relief sought, and this Court affirmed. The Court noted: "That Congress had power to make the reservation inclusive of the adjacent waters and submerged land as well as the upland needs little more than statement." 248 U.S., at 87 . This was because the reservation was a setting aside of public property "for a recognized public purpose - that of safe-guarding and advancing a dependent Indian people dwelling within the United States." Id., at 88. The Court observed that "[t]he Indians naturally looked on the fishing grounds as part of the islands," and it found further support for its conclusion "in the general rule that statutes passed for the benefit of dependent Indian tribes or communities are to be liberally construed, doubtful expressions being resolved in favor of the Indians." Id., at 89.
[Footnote 9] That the Choctaws and Cherokees were forced to leave their original homeland entirely, while the Crow were forced to accept repeated diminishments of their territory, does not distinguish Choctaw Nation from this case; indeed, if anything, that distinction suggests that the Crow Indians would have had an even greater expectancy than did the Choctaws and Cherokees that the rivers encompassed by their reservation would continue to belong to them. The "public purpose" behind the creation of these reservations in each case was the same: "to provide room for the increasing numbers of new settlers who were encroaching upon Indian lands during their westward migrations." Choctaw Nation v. Oklahoma, 397 U.S., at 623 . While the Fort Laramie Treaty of 1851 may have been designed primarily to assure safe passage for settlers crossing Indian lands, by 1868 settlers and miners were remaining in Montana. See N. Plummer, Crow Indians 109-114 (1974). Accordingly, whereas the signatory tribes, by Art. 5 of the 1851 treaty, did not "abandon or prejudice any rights or claims they may have to other lands," see 2 Kappler, at 595, by Art. II of the 1868 treaty the Crow Indians "relinquish[ed] all title, claims, or rights in and to any portion of the territory of the United States, except such as is embraced within the [reservation] limits aforesaid." 15 Stat. 650.
[Footnote 10] See Crow Tribe of Indians v. United States, 151 Ct. Cl., at 288-291, 284 F.2d, at 365-367; Proceedings, at 86. The Court suggests that the [450 U.S. 544, 575] 1851 treaty was simply "a covenant among several tribes which recognized specific boundaries for their respective territories." Ante, at 553. But this interpretation of the treaty consistently has been rejected by the Court of Claims, which has held that the treaty recognized title in the signatory Indian Nations. See Crow Tribe of Indians, 151 Ct. Cl., at 291, 284 F.2d, at 367; Crow Nation v. United States, 81 Ct. Cl., at 271-272; Fort Berthold Indians v. United States, 71 Ct. Cl., 308 (1930). Further, the Court's interpretation is contrary to the analysis of the 1851 treaty made in Shoshone Indians v. United States, 324 U.S. 335, 349 (1945) ("the circumstances surrounding the execution of the Fort Laramie treaty [of 1851] indicate a purpose to recognize the Indian title to the lands described").
In any event, as the Court concedes, ante, at 553, it is beyond dispute that the 1868 treaty set apart a reservation "for the absolute and undisturbed use and occupation" of the Crow Indians. Cf. United States v. Sioux Nation of Indians, 448 U.S., at 374 -376 (discussing the similar provisions of the Fort Laramie Treaty of April 29, 1868, 15 Stat. 635, between the United States and the Sioux Nation).
[Footnote 11] As noted above, neither the "special historical origins" of the Choctaw and Cherokee treaties, nor the provisions of those treaties granting Indian lands in fee simple, serve to distinguish this case from Choctaw Nation. Equally unpersuasive is the suggestion that in Choctaw the Court placed "special emphasis on the Government's promise that the reserved lands would never become part of any State." Ante, at 556, n. 5. Rather than placing "special emphasis" on this promise, the Choctaw Court indicated only that the promise reinforced the conclusion that the Court drew from an analysis of the language of conveyance contained in the treaties. 397 U.S., at 635 .
[Footnote 12] In Brewer-Elliott, the United States established a reservation for the Osage Indians that was bounded on one side "by . . . the main channel of the Arkansas river." 260 U.S., at 81 . This Court held that the portion of the Arkansas River in question was nonnavigable and that "the title of the Osages as granted certainly included the bed of the river as far as the main channel, because the words of the grant expressly carry the title to that line." Id., at 87.

(Emphasis added.) While the Court purported to reserve the question whether vesting ownership of the riverbed in the Osage Indians would have constituted an appropriate "public purpose" within the meaning of Shively v. Bowlby, 152 U.S. 1 (1894), if the stream had been navigable, that question essentially had been resolved four years earlier in Alaska Pacific Fisheries. See n. 8, supra. In any event, Choctaw Nation clearly holds, and the Court concedes, ante, at 556, that the establishment of an Indian reservation can be an "appropriate public purpose" within the meaning of Shively v. Bowlby.

[Footnote 13] Later events confirm this conclusion. In 1891, the Crow Indians made a further cession of territory. See Act of Mar. 3, 1891, 31, 26 Stat. 1040. This cession was bounded in part by the Big Horn River. Significantly, the Act described the boundary of the cession as the "mid-channel" of the river; that language necessarily indicates that the Crow owned the entire bed of the Big Horn prior to the cession, and that by the Act they were ceding half the bed in the affected stretch of the river, while retaining the other half in that stretch and the whole of the bed in the portion of the river that remained surrounded by their lands.

[Footnote 14] Counsel for the State of Montana acknowledged at oral argument that the Crow Indians did not understand the meaning of the equal-footing doctrine at the times they entered into the Fort Laramie Treaties. Tr. of Oral Arg. 13-14.

[Footnote 15] Statements made by Chief Blackfoot during the treaty negotiations of 1873 buttress this conclusion. See, e. g., 3 App. 136 ("The Great Spirit made these mountains and rivers for us, and all this land"); id., at 171 ("On the other side of the river all those streams belong to the Crows").

[Footnote 16] The Court suggests that the fact the United States retained a navigational easement in the Big Horn River indicates that the 1868 treaty [450 U.S. 544, 580] could not have granted the Crow the exclusive right to occupy all the territory within the reservation boundary. Ante, at 555. But the retention of a navigational easement obviously does not preclude a finding that the United States meant to convey the land beneath the navigable water. See, e. g., Choctaw Nation, supra; Alaska Pacific Fisheries, supra.

[Footnote 17] The Court's reliance on Holt State Bank is misplaced for other reasons as well. At issue in that case was the bed of Mud Lake, a once navigable body of water in the Red Lake Reservation in Minnesota. Prior to the case, most of the reservation, and all the tracts surrounding the lake, had been "relinquished and ceded" by the Indians and sold off to homesteaders. 270 U.S., at 52 -53. No such circumstances are present here. See n. 18, infra.

Moreover, a critical distinction between this case and Holt State Bank arises from the questionable status of the Red Lake Reservation before Minnesota became a State. The Court in Holt State Bank concluded that in the treaties preceding statehood there had been, with respect to the Red Lake area - unlike other areas - "no formal setting apart of what was not ceded, nor any affirmative declaration of the rights of the Indians therein . . . ." 270 U.S., at 58 (footnote omitted). Thus, Holt State Bank clearly does not control a case, such as this one, in which, prior to [450 U.S. 544, 581] statehood, the United States set apart by formal treaty a reservation that included navigable waters. See n. 10, supra.

Finally, the Court fails to recognize that it is Holt State Bank, not Choctaw Nation, that stands as "a singular exception" to this Court's established line of cases involving claims to submerged lands adjacent to or encompassed by Indian reservations. See Choctaw Nation; Brewer-Elliott; Alaska Pacific Fisheries; Donnelly v. United States, all supra.

[Footnote 18] I agree with the Court's resolution of the question of the power of the Tribe to regulate non-Indian fishing and hunting on reservation land owned in fee by nonmembers of the Tribe. I note only that nothing in the Court's disposition of that issue is inconsistent with the conclusion that the bed of the Big Horn River belongs to the Crow Indians. There is no suggestion that any parcels alienated in consequence of the Indian General Allotment Act of 1887, 24 Stat. 388, or the Crow Allotment Act of 1920, 41 Stat. 751, included portions of the bed of the Big Horn River. Further, the situation here is wholly unlike that in Puyallup Tribe v. Washington Game Dept., 433 U.S. 165 (1977). As the Court recognizes, ante, at 561, the Puyallups alienated, in fee simple, the great majority of the lands in the reservation, including all the land abutting the Puyallup River. 433 U.S., at 173 -174, and n. 11. This is not such a case. [450 U.S. 544, 582]

ACT of August 15, 1935 (49 Stat. 429). Crow Claims

Claims held by the Crow Tribe or any other tribe against the United States Government which have been tried by the United States Court of Claims may be reviewed by the United States Supreme Court.

ACT of June 8, 1940 (54 Stat. 252)
Amending Sec. 2 of the 1920 Act
The prohibition against conveyance of land on the Reservation to anyone owning more than 640 acres of farm
land or 1280 acres of grazing land (Sec. 2, 1920 Act) is waived for members of the Crow Tribe, but only when the conveyance is for the purpose of consolidating or grouping restricted land holdings of an individual Indian or his family. Land so obtained for the purpose of consolidating may be made trust patent land by the Secretary of Interior.

ACT of March 15, 1948 (62 Stat. 80). Leasing
Amending Sec. 1, of the May 26, 1926 Act
1. Competent Crows have the full and sole responsibility far insuring that their lessees comply with the terms of any lease made.
2. However, leases on trust land owned by more than five competent heirs shall require the approval of the Superintendent.
3. All leases made under both sections of of this act must be recorded at the office in Crow Agency.

Code of Federal Regulations Title 25, Indians 131.15. Leasing
Under the special Crow Statutes (Acts of May 26, 1926 Sec. 1 and March 15, 1948) Crow Indians classified as competent are free to lease their property within certain limitations. The five year (ten year in case of lands under the Big Horn Canal) (Act of June 25 1946) limitation is intended to afford a protection to the Indians. The essence of this protection is the right to deal with the property free, clear, and unencumbered at intervals at least as often as those provided by law. If lessees are able to obtain new leases long before the termination of existing leases, they are in a position to set their own terms. In these circumstances, lessees could perpetuate their leaseholds and the protection of the statutory limitations would be destroyed. Therefore:
1. any competent lease which, on its face, is in violation of statutory limitations or requirements, or
2. any grazing lease executed more than 12 months, or any farming lease executed for more than 18 months, before the commencement of that lease, or
3. any competent lease which cancels an existing lease in the future and then takes effect upon cancellation of

June 4, 1920 An Act To provide for the allotment of lands of the Crow Tribe, for the distribution of tribal funds, and for other purposes.
Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized and directed to cause to be, allotted the surveyed lands and such un-surveyed lands as the commission hereinafter provided for may find to be suitable for allotment, within the Crow Indian Reservation in Montana (not including the Big Horn and Pryor Mountains, the boundaries where of to be determined by said commission with the approval of the Secretary of the Interior) and not herein reserved as hereinafter provided, among the members of the Crow Tribe, as follows namely, one hundred and sixty acres to the heirs of every enrolled member entitled to allotment, who died unalloted after December 31, 1905, and before the passage of this Act; next, one hundred and sixty acres to every allotted member living at the date of the passage of this Act, who may then be the head of a family and has not received allotment as such head of a family; and thereafter to prorate the remaining unalloted allotable lands and allot them so that every enrolled member living on the date of the passage of this Act and entitled to allotment shall receive in the aggregate an equal share of the allotable tribal lands for his total allotment of land of the Crow Tribe. Allotments made hereunder shall vest title in the allottee subject only to existing tribal leases, which leases in no event shall be renewed or extended by the Secretary of the Interior after the passage of this Act, and shall has hereinafter provided be evidenced by patents in fee to competent Indians, except as to homesteads as hereinafter provided, but by trust patent to minors and incompetent Indians, the force and legal effect of the trust patents to be as is prescribed by the General Allotment Act of February 8, 1887 (Twenty-fourth Statutes, page 388). Priority of selection, up to three hundred and twenty acres, is hereby given to the members of the tribe who have as yet received no allotment on the Crow Reservation, and thereafter all

members enrolled for allotment hereunder shall in all respects be entitled to equal rights and privileges, as far as possible in regard to the time, manner, and amount of their respective selections; Provided, That Crow Indians who are found to be competent may elect, in writing, to have their allotments, except as here in provided, patented to them in fee. Other wise trust patents

shall be issued to them. No patent in fee shall be issued for homestead lands of a husband unless the wife joins in the application, who shall be examined separately and apart from her husband and a certificate of the officer taking her acknowledgment shall fully set forth compliance with this requirement.

Sec. 2. No conveyance of land by any Crow Indian shall be authorized or approved by the Secretary of the Interior to any person, company, or corporation who owns at least six hundred and forty acres of agricultural or one thousand two hundred and eighty acres of grazing land within the present boundaries of the Crow Indian Reservation, nor to any person who, with the land to be acquired by such conveyance, would become the owner of more than one thousand nine hundred and twenty acres of grazing land within said reservation. Any conveyance by any such Indian made either directly or indirectly to any such person, company, or corporation of any land within said reservation as the same now exists, whether held by trust patent or by patent in fee shall be void and the grantee accepting the same shall be guilty of a misdemeanor and be punished by a fine of not more than $1,000 or imprisonment not more than six months or by both such fine and imprisonment.

The classification of the lands of such reservation for the purpose of allotment and the allotment thereof shall be made as provided in the Act of Congress approved June 15, 1910 (Thirty-sixth Statutes at Large, page 859), which classification with any heretofore made by authority of law as to lands heretofore allotted shall be conclusive, for the purposes of this section, as to the character of the land involved.

Sec. 3. That the Secretary of the Interior shall, as speedily as possible, after the passage of this Act, prepare a complete roll of the members of the Crow Tribe who died unalloted after December 31, 1905, and before the passage of this Act; also, a complete roll of the allotted members of the Grow Tribe who six months after the date hereof are living and are heads of families but have not received full allotments as such; also, a complete roll of the unalloted members of the tribe living six months after the approval of this Act who are entitled to allotments. Such rolls when completed shall be deemed the final allotment rolls of the Crow Tribe, on which allotment of all tribal lands and distribution of all tribal funds existing at said date shall be made. The rolls shall show the English, as well as the Indian, name of the allottee; the age, if living; the sex, whether declared competent or incompetent; the description or descriptions of the allotments; and any other fact deemed by the Secretary of the Interior necessary or proper, Said rolls shall be completed within one year after the approval of this Act, and allotments shall be completed within one year and six months from the date of the approval of this Act.

Sec. 4. That any names found to be on the tribal rolls fraudulently, may, at any time within one year from the passage of this Act, be stricken there from by the Commissioner of Indian Affairs, with the approval of the Secretary of the Interior, after giving all parties in interest a full opportunity to be heard in regard thereto; and any allotment made to such fraudulent allottee shall be canceled and shall then be subject to disposition under the provision of this Act: Provided, that nothing herein contained shall be construed to deprive any such Indians of the protection in the premises provided under existing law.

Sec. 5. That such of the unalloted lands as are now used for agency, school, cemetery, or religious purposes shall remain reserved from allotment so long as such agency, school, cemetery, or religious institutions, respectively, are maintained for the benefit of the tribe: Provided, That the Secretary of the Interior, upon the request of the tribal council, is hereby authorized and directed to cause to be issued a patent in fee to the duly authorized missionary board or other proper authority of any religious organization heretofore engaged in mission or school work on the reservation for such lands thereon as have been heretofore set aside and are now occupied by such organizations for missionary or school purposes: Provided further, That not more than six hundred and forty acres may be reserved for administrative purposes at the Crow Agency, and six tracts of not exceeding eighty acres each, in different districts on the reservation may be reserved for recreation grounds for the common use of the tribe, or purchased from the tribal funds if no tribal lands are available, and all such lands shall be definitely described and made a matter of record by the Indian Office.

Sec. 6. That any and all minerals, including oil and gas, on any of the lands to be allotted hereunder are reserved for the benefit of the members of the tribe in common and may be leased for mining purposes, upon the request of the tribal council under such rules, regulations, and conditions as the Secretary of the Interior may prescribe, but no lease shall be made for a longer period than ten years, but the lessees shall

have the right to renewal thereof for a further period of ten years upon such terms and conditions as the Secretary of the Interior may prescribe: Provided, however, That allotments hereunder may be made of lands classified as valuable chiefly for coal or other minerals which may be patented as herein provided with a reservation, set forth in the patent, or the coal, oil, gas or other mineral deposits for the benefit of the Crow Tribe: And provided further, That at the expiration of fifty years from the date of approval of this Act unless otherwise ordered by Congress the coal, oil, gas, or other mineral deposits upon or beneath the surface of said allotted lands shall become the property of the individual allottee or his heirs.

Sec. 7. That there is hereby appropriated the sum of $50,000, or so much there of as may be necessary, from any funds in the Treasury of the United States to the credit of the Crow Tribe of Indians not otherwise appropriated, for the purpose of making the surveys and allotments and for other expenses provided for herein.

Sec. 8. That any allotment, or part of allotment, provided for under this Act, irrigable from any irrigation system now existing or hereafter constructed by the Government on the said reservation, shall bear its pro rata share, computed on a per acre basis, of the cost of constructing such system: Provided, That no additional irrigation system shall be established or constructed by the Government for the irrigation of Indian lands on the Crow Reservation until the consent of the tribal council thereto has been duly obtained. All charges against allotments authorized by this section shall be reimbursed in not less than twenty annual payments, and the Secretary of the Interior may fix such operation and maintenance charges against such allotments as may be reasonable and just, to be paid as provided in rules and regulations to be prescribed by him. Unless otherwise paid, these latter charges may be paid from or made a charge upon his individual share of the tribal fund, when said fund is available for distribution; and if any allottee shall receive patent in fee to his allotment before the amount so charged against his land has been paid, such unpaid amount shall become and be a lien upon his allotment, of which a record shall be kept in the office of the superintendent of the reservation at the agency; and should any Indian sell any part of his allotment, with the approval of the Secretary of the Interior, the amount of such unpaid charges against the land so sold shall remain a first lien thereon, and may be enforced by the Secretary of the Interior by foreclosure as a mortgage. All expenditures for irrigation work on the Crow Reservation, Montana, heretofore or hereafter made, as hereby declared to be reimbursable under such rules and regulations as the Secretary of the Interior may prescribe and shall constitute a lien against the land benefited, regardless of ownership, and including all lands which have heretofore been sold or patented. All patents or other instruments of conveyance hereafter issued for lands under any irrigation project on the said Crow Indian Reservation, whether to individual Indians or to purchasers of Indian land, shall recite a lien for repayment of the irrigation charges, if any, remaining unpaid at the time of issuance of such patent or other instrument of conveyance, and such lien may be enforced or, upon payment of the delinquent charges, may be released by the Secretary of the Interior. In the case of lands under any project purchased in the bonafide belief on the part of the purchaser that by his purchase he acquired a right to have water from the system for the irrigation of the land purchased by him in the same manner as the Indian owner, the Secretary may, after notice to the Indians interested, determine the value of the land at the time of the purchase from the Indian, and give to the purchaser or his assigns credit on the charge for construction against the land to the amount of the difference between the price paid and the value as so determined, and shall withhold for the benefit of the tribe from the Indian or Indians of whom the purchase was made, an equal amount from any funds which may be due or distributable to them hereunder. Delivery of water to such land may be refused, within the discretion of the Secretary of the Interior, until all dues are paid: Provided, That no right to water or to the use of any irrigation ditch or other on said reservation shall vest until the owner of the land to be irrigated shall comply with such rules and regulations as the Secretary of the Interior may prescribe, and he is hereby authorized to prescribe such rules and regulations as may be deemed reasonable and proper for making effective the foregoing provisions: Provided, however, That in no case shall any allottee be required to pay either construction, operation, or maintenance charges for such irrigation privileges, or any of them, until water has been actually delivered to his allotment: Provided

further, That the Secretary of the Interior shall cause to be made immediately, if not already made, an itemized statement showing in detail the cost of the construction of the several irrigation systems now existing on the Crow Indian Reservation separately, the same to be placed at the Crow Agency, and with the Government farmers of each of the districts of the reservation, for the information of the Indians affected by this section.

Sec. 9. That lands within said reservation, whether allotted, unalloted, or otherwise disposed of, shall be subject to all laws of the United States prohibiting the introduction of intoxicating liquors into the Indian country until otherwise provided by Congress.

Sec. 10. That any unalloted lands on the Crow Reservation chiefly valuable for the development of water power shall be reserved from allotment or other disposition hereunder, for the benefit of the Crow Tribe of Indians.

Sec. 11. That so much of article 2 of the Act of April 27, 1904, entitled "An Act to ratify and amend an agreement with the Indians of the Crow Reservation in Montana, and making appropriations to carry the same into effect" (Thirty-third Statutes, page 353), as relates to the disposition of the trust funds of the tribe at the expiration of the fifteen-year period named in the Act, to the purchase of cattle, to the distribution of cattle among the Indians of the reservation, to the purchase of jackasses, stallions, and ewes, to the building of fences, the erection of school houses and hospitals, the purchase of additional cattle or sheep, the construction of ditches, dams, and canals, and to the establishment of a trust fund for the benefit of the Crow Indians there under, be, and the same is hereby, repealed, effective from and after June 30, 1920: Provided, That all unexpended balances of trust funds arising under said agreement shall thereupon be consolidated into one fund to the credit of the tribe, the same to bear interest at the rate of 4 per centum per annum: Provided further, That there shall be reserved and set aside from such consolidated fund, or any other funds to the credit of the tribe, a sufficient sum to pay the administrative expenses of the agency for a period of five years: $100,000 for the support of the agency boarding school; $50,000 for the support of the agency hospital, and not to exceed $4,000 of this amount shall be expended in any one year for the support of said hospital; and $50,000 for a revolving fund to be used for the purchase of seed, animals, machinery, tools, implements, and other equipment for sale to individual members of the tribe,

under conditions to be proscribed by the Secretary of the Interior for its repayment to the tribe on or before June 30, 1925: Provided further, That the expenditure of the sums so reserved are hereby specifically authorized, except those for administrative expenses of the agency, which shall be subject to annual appropriations by Congress: Provided further, That after said sums have been reserved and set aside together with a sufficient amount to pay all other expenses authorized by this Act, the balance of such consolidated fund, and all other funds to the credit of the tribe or placed to its credit thereafter, shall be distributed per capita to the Indians entitled: Provided further, That the Secretary of the Interior is hereby authorized to permit competent Indians who have received patents in fee and other Indians who have demonstrated their ability to properly care for live stock to withdraw their pro rata share of cattle out of the tribal herd within one year after the approval of this Act, under such rules and regulations as the Secretary of the Interior may prescribe and on condition that said Indians shall execute a stipulation relinquishing all their right, title, and interest in said tribal herd thereafter: Provided further, That any Indian who has received his share of live stock in accordance with the above provision and who has also demonstrated his ability to properly care for and handle live stock may also be permitted to withdraw the pro rata shares of his wife and minor children under the same rules and regulations as applied to the live stock already issued to him and on condition that such cattle be branded with the individual brands of his wife and minor children, which shall be recorded in the names of the respective members of his family. It shall be the duty of the superintendent of the Crow Reservation to observe closely the manner in which such stock are handled and cared for, and in case of failure or neglect to properly care for the same the Secretary of the Interior is authorized to take charge of such shares and sell them for the benefit of the individual owners, to whose credit the proceeds of the sale shall be placed, or return them to the tribal herd or handle them with tribal cattle for the minor or incompetent owners and charge a fee to cover the cost of caring for such live stock.

Sec. 12. That upon the approval of this Act the Secretary of the Interior shall forthwith appoint a commission consisting of three persons to complete the enrollment of the members of the tribe as herein provided for, and to divide them into two classes, competents and incompetents, said commission to be constituted as follows: Two of said commissioners shall be enrolled members of the Crow Indian Tribe and shah be selected by a majority vote of three delegates from each of the districts on the Crow Reservation; and one commissioner shall be a representative of the Department of the Interior, to be selected by the Secretary of the Interior. Said commission shall be governed by regulations prescribed by the Secretary of the Interior and the classification of the members of the tribe hereunder shall be subject to his approval. That within thirty days after their appointment said commissioners shall meet at some point within the Crow Indian Reservation and organize by the election of one of their number as chairman. That said

commissioners shall then proceed personally to classify the members as above indicated. They shall be paid a salary of not to exceed $10 per day each, and necessary expenses while actually employed in the work of making this classification, exclusive of subsistence, to be approved by the Secretary of the Interior, such classification to completed within six months from the date of organizing the commission.

Sec. 13. That every member of the Crow Tribe shall designate as a homestead six hundred and forty acres, already allotted or to be allotted hereunder, which homestead shall remain inalienable for a period of twenty-five years from the date of issuance of patent therefore, or until the death of the allottee: Provided, That the trust period on such homestead allotments of incompetent Indians may be extended in accordance with the provisions of existing law: Provided further, That any Crow Indian allottee may sell not to exceed three hundred and twenty acres of his homestead, upon his application in writing and with the approval of the Secretary of the Interior, under such rules and regulations as he may prescribe further, That said land to be sold by said Indian allottee shall not exceed more than one-half of his irrigable nor more than one-half of his agricultural land and shall not include the improvements consisting of his home.

Sec. 14. That exchanges of allotments by and among the members of the tribe may be made under the supervision of the Secretary of the Interior with a view to enabling allottees to group their allotted lands on the Crow Reservation, but always with due regard for the value of the lands involved. And in case where patents have already been issued for such allotments proper conveyance shall be made back to the United States by the allottee, whereupon the land shall became subject to disposition in the same manner as other lands under the provisions of this Act.

Sec. 15. That the Secretary of the Interior be, and he is hereby, authorized to sell allotted and inherited Indian land held in trust by the United States on the Crow Reservation, Montana, with the consent of the Indian allottee or the heirs, respectively, to any soldier, seaman, or marine who served under the President of the United States for ninety days during the late war against the Imperial German Government, or in any war in which the United States was engaged with a foreign power, or in the Civil War, who will actually settle on said land, an annual payments covering a period not to exceed twenty years, as may be agreed upon under such rules, regulations, and conditions as the said Secretary of the Interior may prescribe and in accordance with the provisions of this Act.

Sec. 16. That there is hereby granted to the State of Montana for common-school purposes sections sixteen and thirty-six, within the territory described herein, or such parts of said sections as may be nonmineral or nontimbered, and for which the said State has not heretofore received indemnity lands under existing laws; and in case either of said sections or parts thereof is lost to the State by reason of allotment or otherwise, the governor of said State, with the approval of the Secretary of the Interior, is hereby authorized to select other unoccupied, unreserved, nonmineral, nontimbered lands within said reservation, not exceeding two sections in any one township. The United States shall pay the Indians for the lands so granted $5 per acre, and sufficient money is hereby appropriated out of the Treasury of the United States not otherwise appropriated to pay for said school lands granted to the said State: Provided, That the mineral rights in said school lands are hereby reserved for the benefit of the Crow Tribe of Indians as herein authorized: Provided further, That the Crow Indian children shall be permitted to attend the public schools of said State on the same condition as the children of white citizens of said State.

Sec. 17. That the Secretary of the Interior (with the approval of the Crow Tribal Council) is authorized to set aside for administrative purposes (at the Crow Agency and at Pryor subagency) such tracts for town-site purposes as in his opinion may be required for the public interests, not to exceed eighty acres at each town site, and he may cause the same to be surveyed into lots and block and disposed of under such regulations as he may prescribe; and he is authorized also to set apart and reserve for school, park, and other public purposes not more than ten acres in said town sites; and patents shall be issued for the lands so set apart and reserved for school, park, and other purposes to the municipality or school district legally charged with the care and custody of lands donated for such purposes: Provided, however, That the present park at Crow Agency shall not be included in such town site or be subject to such disposition. The purchase price of all town lots sold in town sites shall be paid at such time as the Secretary of the Interior may direct and placed to the credit of the Crow Tribe of Indians.

Sec. 18. That the sum of $10,000, or so much thereof as may be necessary, of the tribal funds of the Crow Indians of the State of Montana, is hereby appropriated to pay the expenses of the general council, or councils, or business committee, in looking after the affairs of said tribe, including the actual and necessary expenses and the per diems paid its legislative committee when visiting Washington on tribal business at the request of the Commissioner of Indian Affairs or a committee of Congress, said sum and the actual and

necessary expenses to be approved by and certified by the Secretary of the Interior, and when so approved and certified to be paid: Provided, That not to exceed $2,500 shall be expended in any one fiscal year. Approved, June 4, 1920. (41 Stat. 751)

CHRONOLOGICAL INDEX TO TREATIES, LAWS, PROCLOMATIONS EFFECTING CROWS

I. TREATIES

1. Treaty of August 4, 1825 (7 Stat. 266). Initial recognition and pledge of friendship between the Crow Indians and United States.

2. Treaty of September 17, 1851 at Ft. Laramie (11 Stat. 749). Setting aside area of about 38 million acres for Crows.

3. Treaty of May 7, 1868 at Ft. Laramie (15 Stat. 649) reducing above area to about 8 million, establishing agency, allotment of lands, etc.

II. ACT AMENDING, ACCEPTING, AND RATIFYING AGREEMENTS

1. ACT of April 11, 1882 (22 Stat. 42). Ratifying Agreement of June 12, 1880 to cede the western most portion of the reservation, allotment of lands, etc.

2. ACT of July 10, 1882 (22 Stat. 157). Ratifying Agreement of August 22, 1881 to sell land to the Northern Pacific Railroad.

3. ACT of March 3, 1891 (26 Stat. 989). Ratifying Agreement of December 8. 1890 to cede the western part of the reservation; reservation projects, etc.

4. ACT of July 13, 1892 (27 Stat. 120). Amending Sec. 34 of the Act of March 3, 1891 and modifying Agreement of December 8, 1890 which was previously ratified by Act of March 3, 1891 regards selection of allotments located in the area to be ceded, changes in irrigation and annuity funds, etc.

5. ACT of April 27, 1904 (Public Law #183, 33 Stat. 352) Amending and ratifying Agreement of August 14, 1899 ceding the northern part of the reservation, formulating a reservation program, etc.

III. ACTS OF CONGRESS (Specific)

1. ACT of March 3, 1887 (24 Stat, 545). Granting R/W to the Rocky Fork-Cook City Railway Co. from Laurel to Red Lodge up Rock Creek.

2. ACT of June 4, 1888 (25 Stat. 167). Granting R/W to the Billings -Clark's Fork-Cook City Railroad Co. up Clark's Fork, up Bear Creek, etc.

3. ACT of February 12, 1889 (25 Stat. 660). Granting R/W to the Big Horn Southern Railroad Co., up Big Horn, up Little Horn into Wyoming.

4. ACT of March 1, 1893 (27 Stat. 529). Extending to Big Horn Southern Railroad Ca. two additional years to complete its line.

5. ACT of June 4, 1920 (41 Stat. 751). To provide for the allotment of lands of the Crow Tribe, for the distribution of tribal funds, and for other purposes. A comprehensive legislation for the administration of the Crow Reservation. Act of June 4, 1920 (amended as follows):

A. Public Law #625 (68th Cong.), approved March 4, 1925-

Amending Sec. 11 to extend the time for repayment of the revolving fund to June 30, 1935.

a. Public Law #58 (74th Cong.), approved May 15, 1935-

Amending above to extend the repayment time to June 30, 1945.

b. Public Law #324 (78th Cong,), approved June 1, 1944-

Amending above to extend the repayment time to June 30, 1965.

B. Public Law #299 (69th Cong.), approved May 26, 1926-

Amending sections 1 (allotments), 5 (reserves), 6 (minerals), 8 (irrigation), and 18 (fund for council and delegates).

a.Public Law #728 (69th Cong.), approved March 3, 1927-

Amending above to add that leases be limited to 5 years in term.

b.Public Law #441 (79th Cong.), approved June 25, 1946-

Further amending Sec. 1 to provide 10 year leases for irrigated lands under the Big Horn Unit.

c.Public Law #444 (80th Cong.), approved March 15, 1948-

Amending the last proviso of Sec. 1 to enable "competent" Crows to manage the leasing of their individual lands and heirship lands with less than 6 heirs.

C. Public Law #801 (71st Cong.), approved March 3, 1931-
Putting into effect Sec, 12 authorizing Sec. of Interior to change the classification of Crow Indians (competency).
Public Law #303 (81st Cong.), approved September 8, 1949-
Amending above to provide automatic classification of present enrollees to "competent" status if a parent was previously classified as "competent" and same for future enrollees.
D. Public Law #718 (74th Cong.), approved June 20, 1936-
Modifying Sec. 11 to provide use of tribal funds for per capita payments with approval of Sec. of Interior.
E. Public Law #569 (76th Cong.), approved June 8, 1940-
Amending Sec. 2 to provide for negotiated sales of land between members of the Crow Tribe without regard to the acreage limitations specified.
F. Public Law #49 (83rd Cong.), approved June 4, 1953-Amending Sec. 13 to eliminate the restrictions against disposal of Homestead allotments.
G. ACT of August 15, 1953 (67 Stat. 625) replacing Sec. 9 repealing prohibition on introduction of intoxicating liquors into Indian country.

6. ACT of June 10, 1922 (42 Stat. 625). To provide for acquiring additional water rights for Indian allotments irrigable under the Two Leggins Canal.
7. ACT of April 14, 1926 (44 Stat. 251). To authorize payment of tuition of Crow Indian children attending Montana state public schools.
8. ACT of May 19, 1926 (44 Stat. 566). To provide for the allotment of lands in severalty to Crow children from available tribal lands (Ceded Strip).
Act of May 2, 1928 (45 Stat. 482) amending above for additional allotments:
9. ACT of July 3, 1926 (44 Stat. 807). Conferring jurisdiction of the Court of Claims to adjudicate claims of the Crow Indians under Treaty of May 7, 1868.
Act of August 15, 1935 (49 Stat. 429). Above amended calling for the Supreme Court to review the whole case an appeal from the Court of Claims.
10. ACT of April 14, 1928 (45 Stat. 429). To authorize an appropriation of $7500.00 from tribal funds to pay part of the cost of the road between Hardin and St. Xavier.
11. ACT of March 2, 1929 (45 Stat. 1496). To authorize the appropriation from tribal funds $5000.00 for the expenses of tribal councils and expenses of delegation to Washington when authorized by the Sec. of Interior or Commissioner of Indian Affairs.
12. ACT of April 15, 1930 (46 Stat. 168). Authorizing appropriation of $3,045.00 to compensate Crow allottees for lands taken for the Custer Battlefield Cemetery.
13. ACT of March 3, 1931 (46 Stat. 1494). Requiring a court decree or a written adoption approved and recorded by the Superintendent of the Crow Indian Agency for recognition of an adopted heir of a deceased Crow Indian.
14. ACT of June 30, 1932 (47 Stat. 420). Authorizing Sec. of Interior to expend $5000.00 from tribal funds for the expenses of the Tribal Council and authorizing delegation to Washington.
15. ACT of June 25, 1934 (48 Stat. 1437). Authorizing Secretary of Interior to pay out of tribal funds the sum of $600.00 to E. C: Sampson, irrigation engineer, employed by the Crow Tribe to investigate, report, and testify in the matter of the claims pending in the Court of Claims regards construction of irrigation projects within the Crow Indian Reservation with tribal funds.
16. ACT of August 31, 1937 (50 Stat. 884). Eliminating certain lands from the Crow Reservation (Hardin area).

17. ACT of April 11, 1940 (54 Stat. 106). Extension of trust periods expiring in July 1931 to May 23, 1940 with further extension in the discretion of the Secretary.
18: ACT of June 28, 1946 (60 Stat. 336). Required the consent of the Crow Tribe for any further irrigation construction work on the Crow Reservation.
19. ACT of July 1, 1948 (62 Stat. 1215). Authorized the Secretary, upon request of the Crow General Council, to sell inherited Crow lands to the United States in trust for the tribe and to sell such trust lands to members of the tribe, preference to be given to the individual heirs of the deceased allottees with the largest interests.
20. ACT of August 17, 1949 (63 Stat. 613). Authorized taxation of all Indian land (whether restricted land or land purchased with restricted funds of Indians) within Lodge Grass, Montana, in the Crow Reservation, for a municipal water supply and sewage system.
21. Act of October 25, 1949 (63 Stat. 904). Authorizing the Secretary to transfer title to buffalo on the Crow Indian Reservation to the United States in trust for the Crow Indian Tribe and in his discretion to grant to the tribe unrestricted title to any or all such buffalo.
22. ACT of May 29, 1958 (72 Stat. 121; Public Law 85-420). To provide compensation to the Crow Tribe for certain ceded lands embraced within and otherwise required in connection with the Huntley Reclamation Project, Montana, and for other purposes.
23. ACT of July 18, 1958 (Public Law 85-523). To provide for the transfer of Right of Way for Yellowtail Dam and Reservoir, Hardin, Unit . . . and payment to Crow Indian Tribe in connection herewith (5,677.94 acres).
24. ACT of Sept. 15, 1959 (72 Stat. 361). Mineral rights. In 1970 mineral rights to pass to original allottees and heirs subject to tribal mineral leases.