

Yours truly,
C. H. Hatch

THE DES MOINES RIVER LAND GRANT.

BY COLONEL C. H. GATCH.

[Concluding Paper.]

While the settlers were endeavoring to get relief either through the confirmation of their title by direct Congressional action, or through the proposed suit by the Government for their benefit, the Navigation Company and its grantees, possibly with more regard for their own interests than for those of the settlers, favored and were willing to aid in procuring for the latter indemnity in lieu of the lands, thereby hoping to put an end to a most annoying and expensive controversy, involving apparently endless litigation. By a joint effort of the opposing interests for indemnity in place of the fruitless contest about the title, the settlers might have obtained more ample justice years ago than they are now likely ever to obtain; many of them, indeed, becoming discouraged by successive defeats, both in Congress and in the courts, have long since either abandoned their claims altogether or little better than given them away, and can therefore never have even scant justice done them.

At its session in 1870 the General Assembly of Iowa adopted a joint resolution asking Congress for a grant of lands to the State,

"To be used by said State to indemnify such persons as have purchased of the United States or pre-empted any of the odd sections lying along the Des Moines River, whose titles have since been held invalid on account of the grants by Congress to the State of Iowa, August 8, 1846, and the acts in extension thereof."

March 3, 1871, Congress passed an act ratifying the "adjustment" and confirming to the State and its grantees title to the 297,603 acres of indemnity lands. This act was held by the Supreme Court of the United States in *Homestead Company vs. Valley Railroad Company* to be in effect an original grant, the previous acts of selection, adjustment and

certification being held not to have had that effect. The court say in the opinion:

"Whatever may have caused the adjustment, it is quite apparent as the lands were erroneously certified under the act of July, 1862, that something more was needed than the action of the Land Commissioner, fortified as it was by the approval of the Secretary of the Interior, to pass a valid title to the State and its grantees."

The General Assembly of Iowa having previously by the act of March 31, 1868, ratified the adjustment and directed a conveyance of the lands thereby contemplated and intended as "indemnity lands" to the Des Moines Valley Railroad Company, the joint effect of the two acts was to vest in the Railroad Company the title to lands that should have been used "to indemnify settlers upon the Des Moines River lands," as contemplated by the legislative joint resolution just referred to.

Referring to this adjustment, Commissioner Drummond in the communication from which an extract has in a previous paper been taken, says:

"In 1866 the whole matter was opened for final settlement and adjustment between the State and the General Government through an arrangement by which an account was stated by the Commissioner of this office allowing the certifications to stand in favor of the railroad grants and giving the State indemnity for the same on account of the river grant. The State accepted this settlement and the matter was considered adjusted."

The commissioners appointed by the President under the act of March 3, 1873, referred to in the last preceding paper, having reported the number of acres to which the Navigation Company and its grantees claimed title adversely to persons claiming the same "either by entry or under the pre-emption or homestead laws of the United States," and the terms on which the "adverse holders thereof" would "relinquish the same to the United States," the Hon. Jackson Orr then representing the congressional district in which the river lands were located, at the first session of the 43d Congress introduced an indemnity bill making an appropriation of \$404,288, "to be used by the Secretary of the Interior for the purpose of securing a relinquishment of the title to the lands lying north of

the Raccoon fork of the Des Moines River in the State of Iowa, which may be held by the Des Moines Navigation & Railroad Company, or persons claiming title under it, adversely to persons holding said lands, either by entry or under the pre-emption or homestead laws of the United States, in accordance with the report of the commissioners appointed by the President of the United States under the act of March 3, 1873." But to be so used subject to the conditions that claimants under the act should "furnish proof of the character of their claim or title to the land," and that when this should be done to the satisfaction of the Secretary of the Interior, and the claimants should so far as in their power to do so, comply "with the terms and regulations for the acquisition of lands of the public domain" and should thereunder "in the absence of any conflicting claim be entitled to receive an absolute title thereto," that officer should cause to be paid to the owners of such lands an amount not exceeding the appraised value thereof for the relinquishment of their title thereto to the United States, and if such relinquishment could not be obtained for such appraised value should pay the amount or amounts of such appraisement to the person or persons making such proof, provided, however, that a patent from the United States should render other proof unnecessary, and with the further proviso that when the government price had not been paid by a purchaser at the time of or subsequent to his entry, the amount of such unpaid price should be deducted from the appraised value."

The bill passed the House by a large majority, went to the Senate and was referred to the committee on public lands. The committee reported adversely and it does not appear from the journal of the Senate that the report was ever acted upon. After referring to the history of the grant at some length, making mention of the numerous and conflicting opinions of government officials as to the location and extent of the grant, the decision by the Supreme Court of the United States that it did not extend above the Raccoon Fork, and the de-

cision in the Walcott case as to the effect of the Walker reservation, it is said in the report:

"The Walcott decision seems to have been misunderstood by the Secretary of the Interior. He treated the lands in question as restored by force of that decision to the public domain and subject to the pre-emption and homestead laws, and hence the Commissioner of the General Land Office, by an order made May 20, 1868, opened the lands to entry under the pre-emption and homestead laws. In point of fact they belonged to the Des Moines Navigation and Railroad Company, under the contract and conveyance above specified. But between these dates, October 30, 1851, and May 20, 1868, 27,852 acres of the lands in question were occupied by settlers, claiming title under the pre-emption and homestead laws, notwithstanding that during all this interval the order withdrawing them from market was in force.

"Under such circumstances we hold that no legal or equitable title can be set up by the settlers; they were bound to know as a matter of law that the certification of the lists by the Secretary was a valid act, and the lands were no longer liable to entry."

Continuing, reference is made to the suit of which mention has been made in a previous paper, against the Register and Receiver at Ft. Dodge, as follows:

"As to the lands entered subsequently to the letter of Mr. Browning of May 9, 1868, and the order of the Commissioner, it appears that the company immediately took steps to enjoin the officers of the local land offices from allowing entries to be made, and accordingly injunctions were issued by the United States Circuit Court for the District of Iowa. These injunctions the registers and receivers of the land offices at Ft. Dodge and Des Moines were ordered by the Commissioner to disregard. The conflict of opinions resulted in a suit, and called for another decision of the Supreme Court at the December term, 1869, (*Hannah Riley vs. William B. Welles*), when it was definitely ruled that the settlers entered upon the lands without right, and their possession was continued without right, and that the permission of the register to prove up the possession and improvements, and to make the entries under the pre-emption laws, were acts in violation of law, and void, as was also the issuing of patents."

In a previous part of the report, referring to the amount proposed to be appropriated and the actual cost of the lands to the settlers, it is said:

"The present bill proposes to relieve such persons in accordance with that report by purchasing the outstanding superior titles, and, if that cannot be done, by indemnifying them for losses by failure of their titles.

"There are 344 beneficiaries under this bill; the total number of acres for which they claim compensation on account of failure of title is 39,540; and averaging the valuations put upon the lands by the commissioners at

\$10.22 per acre, the sum to be appropriated to pay them is \$404,228.49. They do not claim for improvements. It is probable that they are entitled to the value of these under the occupying claimant laws of Iowa.

"All of these lands were entered as part of the public domain under the pre-emption and homestead laws—the greater number under the former. When they settled upon these lands does not appear; but the dates of filing their applications for entries are given.

"The earliest date of filing is 1862, and the latest in November, 1868. In a portion of the cases patents have been issued. As to the lands taken under the pre-emption laws, the settlers have paid the United States \$1.25 per acre, in a few cases \$2.50; for those taken under the homestead laws, they have paid the fees and commissions only, varying from \$7 to \$18 a tract, according to the number of acres entered. Supposing all had been taken up under the pre-emption laws at \$1.25 per acre, the United States would have received for these lands \$49,440, a little in excess of one-tenth the sum demanded by this bill, as indemnity for failure of title."

And the report concludes as follows:

"Notwithstanding the opening of the land office in 1868 by direction of the Secretary, to the entry of these lands as government lands, it seems to the committee that the settlers were put upon their guard, not only by the decision in the Walcott case, but by the injunctions granted by the Circuit Court, that there was a question as to their right to enter the lands. They chose to take the risk, and the ultimate decision proves they acquired no title. From the very start there was a cloud of doubt. They cannot, in face of these facts, be regarded as innocent purchasers. The intrinsic value of the lands at the time when they made their filings and entries was probably nearly as great as now, aside from the improvements. But the committee understand the fact to be that the lands in controversy were all settled upon while the order was in force withdrawing them from sale, although many applications for entering at the land office appear to have been made since.

"The conclusion of the committee is, that the settlers show no valid claim to relief by Congress, the general law making ample provision for a return to them of the purchase money paid to the United States."

It was rather cold, not to say heartless, thus to hold the settlers to an even higher degree of intelligence and legal knowledge than that of Secretary Browning and other high government officials, some of them very able lawyers, who both before and after the Walcott decision were of the opinion that the lands, after having been held not to have passed under the original grant of 1846, were subject to pre-emption. Neither the Navigation Company nor its grantees have ever questioned the justice of the claim of many of the settlers to indemnity. Their contention has been that the Government should not

indemnify them by confiscation and donation for that purpose of lands of which they themselves claimed to be the owners.

After the veto by President Cleveland of the bill passed by the Fiftieth Congress and referred to in the last preceding paper, to quiet the title of the settlers, and authorizing suit to be commenced by the United States for that purpose, by direction of United States Attorney General Miller, without the authority intended to be conferred by that act, a suit by the United States of the character indicated was commenced in the United States Circuit Court for the Northern District of Iowa, entitled "United States of America vs. Des Moines Navigation & Railroad Company, et al.," the other defendants being Edward H. Litchfield, Edward H. Litchfield as trustee for Henry P. Litchfield, Grace D. Litchfield, Frances I. Turnbull, Thomas H. Stryker, Grace Stryker, Frances Elizabeth Stryker, Phebe H. Stryker, Harriet Pierson Stryker, Mary M. Martindale, Woolsey Welles, A.K. Welles and Wm. B. Welles, as trustees for Wm. B. Welles, deceased. The case was tried before Hon. O. P. Shiras, District Judge, at Fort Dodge, the Attorney General of Iowa, Hon. John Y. Stone, Col. Whiting S. Clark and Hon. D. C. Chase appearing for the Government, the late Hon. Benton J. Hall for the Navigation Company, and the firm of Gatch, Connor & Weaver for the other defendants. The bill was dismissed and the Government appealed.

To all who are interested in the general river land controversy, whatever pertains to this final suit, ending as it did more than a quarter of a century of varied, expensive and in every way harassing litigation, it is presumed will be of interest, and as many have not access to the published reports pretty liberal quotations both from the opinion of Judge Shiras and that of the Supreme Court of the United States, delivered by Mr. Justice Brewer, will be both interesting and instructive to such as have had only the popular impressions that have generally prevailed with respect to this more than ordinarily interesting episode in the history of the State. The full report of the former can be found in 43d Federal Reports, page 1, and of the latter in 142 U. S. Sup. Ct. Reports, page 510.

The theory and purpose of the suit can be best stated in the following extract from the opinion of Judge Shiras, pp. 6-7:

"It may be said that the bill proceeds upon two theories, the one being that the lands granted to the State were so granted for a specific purpose, to-wit, to aid in the improvement of the navigation of the Des Moines River, in the carrying out of which the United States had an interest; that the lands passed to the State clothed with a trust, the State receiving them in trust for the purpose named; that all persons taking title under such grant to the State were charged with notice of this trust; that there was a failure on the part of the State and of the Navigation Company to carry on the work of improving the navigation of the river; that the company abandoned all purpose of doing the work it had contracted to do, and that under these circumstances the settlement made between the State and the Navigation Company, whereby it was in effect agreed that the company should no longer be required to prosecute the work on the river, and yet should receive the lands remaining unsold, was in violation of the terms and purposes of the trust under which the grant had been made to the State, and that the United States is entitled to repudiate such agreement, and all conveyances based thereon, and recover back the lands so wrongfully attempted to be conveyed to the Navigation Company, and through it to the other defendants hereto. The second theory of the bill is that the lands passing to the State under the grant in question could only be disposed of by the State for the purpose of the grant, and in the quantities provided for therein; that the contract of June 9, 1854, and the supplementary contracts based thereon, between the State and the Navigation Company were and are void on their face because they lacked the approval of the Governor; that in the settlement of 1858 the State could not bind or affect the lands above the Raccoon Fork, as the State had not title or interest therein; that the settlement resolutions of 1858 are limited only to the land actually granted and passing under the act of August 8, 1846; that the deeds or patents of May 3, 1858, were without effect, as the Governor of the State had no authority to execute the same; that all of the contracts, agreements, deeds and settlements between the State and the Navigation Company made prior to the year 1861 were wholly void and nugatory so far as the lands north of the Raccoon Fork are concerned; that the subsequent grant in 1862 was made subject to the purposes and limitations contained in the original act of 1846; and that the principle of the inuring of a subsequently acquired title to the benefit of a prior grantee cannot apply."

As further showing the obscurity and consequent conflicting opinions as to the true construction of the grant to which reference has before been made, the following from Judge Shiras' opinion will be of interest, pp. 4-5:

"The Commissioner of the General Land Office, the Secretary of the Treasury and the Secretary of the Interior, and the Attorney General, had at different times held different views as to the extent of the grant made by

the act of 1846; and, when the view prevailed that the grant terminated at the Raccoon Fork, the officers of the Land Department had opened the lands above the fork to pre-emption entry, and many persons had entered into actual occupancy of the lands, had improved the same, had paid the requisite price in cash, or by location of military bounty warrants had obtained the usual certificates as evidence of their supposed rights, and had in many instances procured patents from the United States."

Touching the obligation of the Government to provide indemnity for the settlers, it is said in the opinion, p. 10:

"With this announcement of the conclusion reached, the duty of the court in this cause is fulfilled, and it may be wholly out of place to make any suggestions in the premises; and yet in view of the facts known to the court, and in view of the fact that by the institution of this proceeding the United States has evinced a disposition to try to remedy the injustice and wrong that has been caused to the settlers in actual occupancy of these lands, resulting from the mistaken actions and judgments of the officials of the United States, I cannot refrain, in concluding this opinion, from urging upon the Congress of the United States the claim of these settlers for some relief. The question is not as to the legal title to these lands as between the Navigation Company and its grantees and the settlers, but as to the duty and obligations resting upon the United States to remedy the wrong done to its grantees, and resulting from the acts of its own officials."

And further, pp. 11-12:

copy
"But one course can be pursued that will meet the present exigency, and that is for the United States to purchase the lands in question from the defendants, and having thus acquired the title thereto, Congress can deal with the settlers upon equitable principles. It is not within the power of the courts, by any possible construction of the existing acts, to meet the difficulties of the situation. Taking into account the equities and claims on behalf of the State, the Navigation Companies and their grantees, Congress in 1861 and 1862, to meet the same, extended the grant of 1846 from the Raccoon Fork to the north boundary of the State, but in so doing failed to protect the settlers then actually occupying portions of the lands thus granted. Should the court, in the effort to protect the settlers, now hold them entitled to their homes, a manifest wrong would be done to the grantees of the Navigation Company, who for many years have paid the taxes on these lands, and have sold and conveyed the same, in many instances, to parties paying full value therefor. If the courts, disregarding the many decisions heretofore made, should find some ground for holding that the United States might, at this late day, make a decree adjudging the title to be in the Government for the benefit of the settler, Paul might be thereby paid, but Peter would be robbed."

The ability and evident impartiality of the opinion were such as to command for it the respect of both parties, and

there probably would not have been an appeal but for the general desire participated in by the settlers and their friends that the controversy might be more certainly ended by the authoritative decision of the court of highest and final resort, and the way thus opened for greater assurance of indemnity. The case was tried in both courts as to the Navigation Company on demurrer to the bill, and as to the other defendants on their merits, their answer denying all allegations of fraud and want of consideration in the purchase from the State, and alleging full payment of the contract price in money and labor expended on the improvement. In the Supreme Court it was argued, in print, for the Government, by United States Attorney General Miller, Attorney General Stone and Hon. D. C. Chase; for the Navigation Company by Mr. Hall and Mr. Frank T. Brown; and for the other defendants by the writer and Mr. Wm. Connor, and orally, by Messrs. Miller, Stone, Hall and the writer. The prior adjudications in that court are summed up as follows in the first head note to the opinion, p. 510:

"The title of the Des Moines Navigation and Railroad Company to lands granted to the Territory of Iowa for the purpose of aiding in the improvement of the Navigation of the Des Moines river by the act of August 8, 1846, 9 Stat. 77, c. 103, and to the State of Iowa for a like purpose by the joint resolution of March 2, 1861, 12 Stat. 251, and by the act of July 12, 1862, 12 Stat. 543, c. 161, having been sustained by this court in eight litigations between private parties, to-wit: In *Dubuque & Pacific Railroad vs. Litchfield*, 23 How. 66; *Wolcott vs. Des Moines Company*, 5 Wall. 681; *Williams vs. Baker*, 17 Wall. 144; *Homestead Company vs. Valley Railroad*, 17 Wall. 153; *Wolsey vs. Chapman*, 101 U. S. 755; *Litchfield vs. Webster County*, 101 U. S. 773; *Dubuque and Sioux City Railroad Company vs. Des Moines Valley Railroad Company*, 109 U. S. 329, and *Bullard vs. Des Moines & Ft. Dodge Railway*, 122 U. S. 167, is now held to be good against the United States, as a grant *in presenti*."

And after, in the body of the opinion, reviewing the adjudications referred to, it is said, p. 536:

"Such have been the decisions of the court in respect to this grant and titles, decisions running through twenty-five years, all affirming the same thing, and all without dissent. It would seem, if the decisions of this court amount to anything, that the title of the Navigation Company to these lands was impregnable. Indeed, the emphatic language more than once used, as quoted above, appears like a protest against any further assault upon that title."

Referring to the good faith of the transaction between the State and the Navigation Company, it is said, pp. 543-4:

"If we examine the testimony there is nothing in it worthy of mention tending to impeach the *bona fides* of the transaction between the State and the Navigation Company. Only one witness was offered by the plaintiff to prove the amount of work done by the Navigation Company, and the influences by which the action of the Legislature was induced, and his testimony carries on its face abundant evidences of its own unworthiness. In the face of the deliberate proceedings of the Legislature and executive officers of the State, in respect to a matter of public interest, open to inspection and of common knowledge, something more than the extravagant and improbable statements of one witness, made thirty years after the event, is necessary to overthrow the settlement."

And further, p. 545:

"But if no lack of good faith can be imputed to the State, the party making the offer of settlement, does it not follow necessarily that none can be imputed to the Navigation Company, the party accepting the offer; for how can fraud be imputed to one who simply accepts terms of settlement voluntarily offered by another? And if this settlement was made in good faith and without fraud, is it not clear that the Navigation Company taking the lands which the State offered in payment for the work which it had done, took those lands as a *bona fide* purchaser, and, therefore, comes within the letter and spirit of the resolution of 1861? And here the significance of the resolution is evident. It was passed by Congress after the settlement, proposed by the Iowa Legislature in 1858, had been accepted by the Navigation Company, and deeds had passed in accordance therewith. Its passage imports full knowledge of antecedent facts upon which it is based."

Upon the question as to whether the State was imposed upon or any advantage was taken of it by the Navigation Company in the matter of the consideration paid on the lands and the *bona fides* of the company, it is said, p. 530:

"There can be no doubt that a party doing work under a contract with the State, making a settlement and receiving a conveyance of these lands in payment for that work, is a *bona fide* purchaser. If so, this cause of action fails, and the bill must be dismissed."

And further, pp. 542-3:

"All that the act provided for was, that the State should appropriate the lands to the improvement of the river; that it should make no sales at less than \$1.25 per acre; and that its sales should not anticipate its expenditures by more than \$30,000. Now, it is not pretended that the State appropriated the lands to any other purpose, or that the price at which it was sold, was less than \$1.25 per acre. The contract between it and the Navigation Company provided for conveyances only as the work pro-

gressed, and money was expended by the company; and the settlement proposed by the Legislature and accepted by the company, and the certificate made by the Governor to the President, showed that the Navigation Company had expended money enough to justify the conveyance of all the lands which were in fact conveyed. On the face of the transaction, therefore, the duties imposed by the trust were exactly and properly performed, and the title of the Navigation Company passed to it in strict compliance with the very letter of the statute. But it is earnestly contended that the Navigation Company was not a *bona fide* purchaser; that while it claimed to have expended \$330,000 on the improvement, in truth it had not expended half that amount; that by means of its false representations, and by threats of bringing suit against the State and obtaining damages against it, it induced the Legislature to pass the resolution of 1858, offering terms of settlement."

And, pertinent to this specific charge of bad faith, p 545:

"The work done by the Navigation Company is open to inspection. It was done along the line of the principal river in the State. It was in fact made a matter of examination and report; and, while the amount expended by the Navigation Company might not have been known to the exact dollar, yet, in a general way, the cost of what had been done could easily have been ascertained, and must have been known."

And still again, p. 546:

"If we narrow the inquiry to the mere language of the bill, in view of all the facts disclosed therein, and of those legislative and judicial proceedings which are matters of common knowledge and need not be averred, it is evident that the Government has not made out its case. And, if we broaden the inquiry to all the facts disclosed by the testimony, it is clear beyond doubt that the Navigation Company was a *bona fide* purchaser within the meaning of the resolution of 1861, and intended as a beneficiary thereunder." (546).

This decision having been accepted by all parties as the end of litigation, upon the facts as ascertained and reported by Mr. Berner, special agent appointed by the Secretary of the Interior under act of Congress of March 3, 1893, of which mention has before been made, the 53d Congress appropriated \$200,000 with which "to adjust the claims of the settlers on the so called Des Moines River lands in the State of Iowa."

The following are the material provisions as to the manner of its expenditure:

The Secretary of the Interior is required to appoint a special commissioner to "investigate, hear and determine the claims of all settlers, their heirs and assigns, who being duly qualified thereunto have under the homestead, pre-emption or other

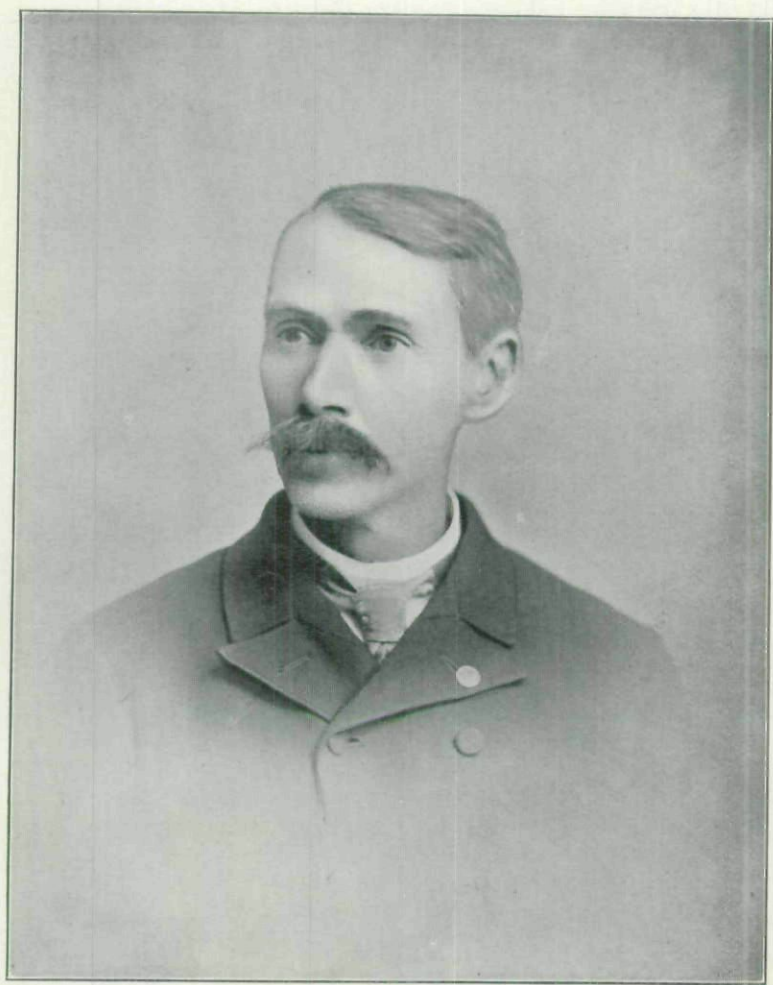
public land laws entered or filed upon lands included in the grant" made by the original granting act of August 8, 1846, and by the joint resolution of March 2, 1861. The commissioner is required to find the reasonable sums due if anything to the respective claimants, the measure of whose damages shall be the amounts "heretofore" expended by them respectively "to purchase the paramount title" to the lands, or in case they have not "heretofore" purchased such title, the reasonable value of such title, if they are still in possession, or in case of eviction, the reasonable value of the same at the time of such eviction. He is further required to find and determine,

"First. The amount of the just claims of persons, their heirs or assigns, holding patents or other written evidences of title from the United States who are now or who have been in continuous possession thereunder.

"Second. The claims of persons, their heirs or assigns, holding written evidences of title from the United States who have been evicted from said lands by process of court at the suit of the Des Moines River Navigation Company or its assigns.

"Third. The claims of persons, their heirs or assigns, for a valuable consideration, whose chain of title runs back to the person making the original entry of said lands and who have heretofore purchased the paramount title."

With the proviso that if the amount appropriated is not sufficient to settle all of the claims included in "Schedule E," of the special report of Special Agent Berner, before referred to, (said Exhibit containing the "entries where the entry men or their grantees appeared and presented their claims" to said special agent), "those remaining unpaid shall be submitted to Congress by the Secretary of the Interior, giving the amount of each claim," and payments made, and "shall not include any claim of any pre-emptor or homesteader who had actual notice of the adverse claim of the Des Moines River Navigation Company at the time of making such pre-emption or homestead claim, and only paid the necessary fees to the land officers, and who made no valuable improvements on the



Frank E. Landers

land so pre-empted or homesteaded." "All such claims" (meaning such pre-emption and homestead claims as had just been described) and all the facts in regard thereto "shall be reported to Congress; provided further, that said claims, except those hereinbefore indicated" (meaning the same pre-emption and homestead claims last referred to) "shall be paid in the order of their approval by the Secretary of the Interior, and no money shall be paid thereunder, in any case, until the findings of the commissioner in such case, are approved by the Secretary of the Interior, who shall have full authority to control all proceedings authorized by this paragraph."

I cannot better conclude these papers than in the words of Justice Brewer when he had concluded the reading of the opinion of the Supreme Court—"Requiescat in pace."

THE SOUTHERN BOUNDARY OF IOWA.

BY FRANK E. LANDERS.

An Iowan looking on the map of his State is always pleased with its figure, and to him it is more than most pictures created by the skill and imagination of the artist. From her position with sister States, and her great resources, she has been rightfully termed the "Central Kingdom." Her limits to the north, an overland straight line, and the rivers on her eastern and western borders, winding their way southward, form a pleasing outline; but on the south some mistake seems to have been made. The line is broken about two-thirds of the way to the westward, the eastern part running from there north of east, cutting diagonally the townships and sections of the Government land surveys. The question is often asked—"Why the land survey lines and the boundary are not parallel throughout the entire line?"

It is the object of this article to present in as simple a manner as possible, the principal data that can be gathered from the acts of Congress, and the General Assemblies of Iowa and Missouri, treaties with the Indians, reports of the Supreme

Copyright of Annals of Iowa is the property of State of Iowa, by & through the State Historical Society of Iowa and its content may not be copied or emailed to multiple sites or posted to a listserv without the copyright holder's express written permission. However, users may print, download, or email articles for individual use.