EARLY LAND CLAIMS IN DES MOINES COUNTY

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A *claim* is a matter of great importance in this new territory. In most instances, a claim is the only home of the settler. With regard to them, then, this hope is entertained — 1st., that the general government will pass a pre-emption law, giving to the settler a special privilege in regard to the public land he occupies, to a certain extent; or, 2d — if this be not done by the general government, that a common sense of justice and equity throughout the community, will allow the settler to buy at the public sales to a reasonable extent (say a half section) without competition. Now, whatever strengthens this hope, is a matter of general congratulation, and whatever impairs it, is viewed with uneasiness and alarm.

It is obvious that some reasonable regulations among the settlers themselves, with regard to claims, was indispensable. At a very early period, therefore, of the settlement of the country in the region of Burlington, (Des Moines county,) a number of persons having settled, or being about to settle on the public lands, near the Flint Hills and its vicinity, met together, in order to agree upon by-laws and regulations respecting claims. The first meeting took place, agreeably to previous notice, on the 12th of October, 1833, and Mr. *Isaac Teller* was appointed chairman, and Messrs. *John Grimsley* and *R. Redman,* secretaries. The first thing done at this meeting, was to define what must be done on a

portion of the public lands in order to constitute a claim. The definition is as follows, viz:

"*Resolved,* That there shall be a cabin built, or five acres of land broke, or five acres inclosed by a good fence, within six months from this date; and not to be left unoccupied for six months at any time, without being subject to be retaken. The claim shall be defined by marks or bounds plainly set."

The second thing was to specify the quantity of land which a claim should not exceed, with other circumstances. This specification is contained in the 2d resolution of the first meeting, and is as follows:

"*Resolved,* That no one person shall claim more than a half section, and not more than a half mile fronting the river or prairie."

A number of other resolutions were agreed to at different meetings, all of which have been printed in pamphlet form at the Burlington press, (1837,) and circulated, under the title of "By-laws of the Association of Settlers of Des Moines county, to which is appended the names of the members. By order of the Association."

Quotations are made from this pamphlet, in which every thing respecting claims is to be found. The two resolutions above quoted contain the vitals of the claim system. Now, by some Providence or other, the records of this first meeting, (as the writer of this article has been informed,) were not to be found, and not until lately have been brought to light, though with regard to the import of them there seems to have been no want of information; for at every subsequent meeting the resolutions of the first are referred to and recognized as obligatory. Very soon, however, after these resolutions got out of the way, another idea was added to them by *common fame,* viz: that a man could *buy* as many claims as he pleased, although he could *make* but one. This idea was propagated, and came soon to be generally

thought correct. Hence a system of claim speculation was engaged in, even by those whose names are appended to the resolutions above stated, and who, therefore, can hardly have failed to know they were going beyond what was authorized. Claim speculations went on; a large number were engrossed by a few moneyed individuals and held up at very high prices, and many sales effected, while, from the resolutions of the first meeting, these speculators had not the shadow of right to buy or sell; but on the contrary, the persons coming into the country to make settlements, had a right to occupy them without any consideration whatever, except a compliance with the first and second resolutions of the first meeting. It is true, that at a public meeting, which took place at the house of Butler Delashmutt, on the 7th August, 1836, "for the purpose of adopting measures the more effectually to secure them (the citizens of Des Moines county) in the peaceable possession of their claims, agreeably to the resolutions adopted the 12th October, 1833, the following resolution was adopted, viz:

'*Resolved,* That claims may be transferred; and when sold for a valid consideration the sale shall be valid and binding, and the purchaser possesses all the rights and privileges of the first occupant: *Provided, however,* that if the purchaser fail or refuse to make, or cause payment to be well and truly made, according to the specifications of the contract, the said contract shall be void, and the claim so sold shall revert back to the seller.' "

But this resolution, it is evident, refers, and by necessary implication, is limited to the one claim, or half section, to which every one is restricted, "agreeably to the resolutions adopted 12th October, 1833." It is not known that any interpretation other than the above has been given to this resolution; but if any one were to lay hold of it as authorizing claim speculations, such as have been practised in this

part of the country, it need only be said of him, that he has very little regard for the judgment men will form of his understanding.

The fundamental resolutions of the association having now been stated, and also the speculation in claims which are obviously not at all authorized by those resolutions, it seems almost superfluous to ask, will this unauthorized system of speculation in claims be countenanced and sustained by the settlers on the public domain? If this question were answered in the affirmative, it would be the total ruin of all the by-laws of the association; and if those men whose names are appended to the by-laws were to join in such a decision, it would be obviously a most insupportable violation of their pledged honor; for they say, in their final resolution on the 6th page of the pamphlet, that "we do heartily agree and pledge ourselves to each other, faithfully to abide by and strictly enforce the observance of the foregoing resolutions." It cannot, therefore, even be supposed by the writer, that such a decision will be made, at least by those referred to.

The meeting held on the first Saturday in March, 1837, prescribes, in several resolutions, the manner in which disputes respecting claims are to be adjusted; and those who are to sit in judgment on any case are charged "to hear the whole matter, and decide according to the right and justice of the case, as specified in the foregoing resolutions."

From the by-laws of the association, fairly and obviously interpreted, the writer draws the following conclusions:

1. That to constitute a claim, there must be a cabin built, and five acres broke or fenced.

2. That until it is thus improved it is not a claim, and is incapable of being sold.

3. That if it is not improved within six months, or if, after it is improved, is vacated for six months, it is liable to

be taken by any person capable of holding it according to the by-laws.

4. That no person can hold more than one claim; and, therefore, the practice of holding several, is contrary to the by-laws, and subject to be set aside.

5. That any sale of a claim aside from the one a settler has a right to hold, is not valid, and ought not to be complied with; for the very resolution authorizing the sale supposes him to be the occupant.

6. That any renting of claims to another, aside from the claim he has a right to hold, is not valid.

7. That the occupant of a claim is the owner of that claim, (all others being forfeited,) unless some one else can show a previous right from the by-laws.

8. When a person sells a claim to which the by-laws give him a right, to a person who has a right to hold it, the contract ought to be complied with.

The writer will now set down some of the obvious evils arising out of claim speculations.

1st. It has heretofore prevented, and will continue to prevent, many settlers from coming into the country.

2d. It has, beyond doubt, advanced claims far above what they would have been, if the rules of the association had been observed, so that many have had exacted from them many times more than otherwise would probably have been asked.

3d. The practice exceedingly endangers our ultimately getting our claims; for it is so utterly inconsistent and unbecoming, that it may affect the policy of Congress towards us, and lead that body to view us in the light in which some members have spoken of us on the floor of Congress; and if Congress does nothing for us, it would put into the mouths of citizens of other regions an argument to form themselves into associations to bid off at the public sales, our claims —

that is, "beat us with our own weapons." And it will be impossible to harmonize among ourselves, if this system of claim speculation is sustained — we will fall, (both those who have, and those who have not been involved in their speculations,) an easy prey to those who covet our homes.

4th. The practice will lay us open to vexatious and ruinous law-suits, for many will refuse to pay under a conscious sense of justice to themselves, and to all mankind, what has neither civil law, nor equity, nor the by-laws of the association to sustain it. Persons may be induced to pay such debts for the present, out of a sense of personal danger; but can any one imagine that money or property obtained in this way, would be justified by the laws? This system of speculation, if these views be correct, is most dangerous to those who have engaged in it.

5th. The last evil we will mention, and not the least, is, that it will interrupt, in the most serious manner, that social and kindly intercourse among neighbors, which is among the first enjoyments of life.

A Settler upon the Public Lands.