FINDINGS OF FACT

The Commission makes the following Findings of Fact:

1. The Otoe and Missouria Tribe of Indians is a duly recognized tribe of Indians residing within the territorial limits of the United States, and as such is authorized to maintain this action under Section 2 of the Indian Claims Commission Act (25 U.S.C. 70a).

2. Early in the eighteenth century the plaintiff tribe was located in what is now the southeastern part of Nebraska between the Platte River on the north and the Great Nemaha River on the south.
The villages which were occupied by the tribe at various times were all located on the south side of the Platte about 30 to 40 miles above its confluence with the Missouri. The tribe was usually found in only one village when visited by explorers and traders, but this village was not at all times in the same place, being occasionally moved from one location to another in the same vicinity. The tribe continued to occupy its villages in this area and to hunt over the area between the Platte and Great Nemaha Rivers and as far west as the line between Townships 5 and 6 east of the Principal Meridian, and was so occupying and using said area in Indian fashion at the time the United States purchased Louisiana from France in 1803, and at the time of the Treaty of Prairie du Chien on July 15, 1830.

3. The plaintiff tribe also claimed an undefined area east of the Missouri River over which it sometimes roamed and hunted.

A treaty between the United States, the Sioux and Chippewa, Sac and Fox, Menominie, Ioway, Sioux, Winnebago, and a portion of the Ottawa, Chippewa, and Potawattomie Tribes, was concluded at Prairie du Chien on August 19, 1825 (7 Stat. 272), for the purpose of promoting peace among said tribes and establishing the boundaries between them and the other tribes living in their vicinity.

Article 4 of said treaty reads as follows:

The Ottoes not being represented at this Council, and the Commissioners for the United States being anxious that justice should be done to all parties, and having reason to believe that the Ottoes have a just claim to a portion of the country upon the Missouri, east and south of the boundary line dividing the Sacs and Foxes and the Ioways, from the Sioux, it is agreed between the parties interested therein, and the United States, that the claim of the Ottoes shall not be affected by any thing herein contained; but the same shall remain as valid as if this treaty had not been formed.
Article 11 of said treaty provided that a council should be held the following year, 1826, "with the Ottoes, to settle and adjust their title to any of the country claimed by the Sacs, Foxes, and Ioways," but no such council was held, no definite boundary was ever agreed upon, and no definite area lying east of the Missouri River is shown to have been occupied by or recognized as the exclusive property or territory of the plaintiff herein.

4. Differences having arisen among some of the tribes who had been parties to the treaty of 1825 and who resided between the Mississippi and Missouri Rivers in what is now southern Minnesota, Iowa, and northern Missouri, a council of these tribes was assembled at Prairie du Chien, in the month of July, 1830, the purposes of which were to compose the differences and establish peace between said tribes, and to provide other sources for supplying their wants besides those of hunting. This council resulted in the negotiation of a treaty which was concluded on July 15, 1830 (7 Stat. 328), between the United States and the Sacs and Foxes, the Medawah-Kanton, Wahpacoota, Wahpeton and Sisseton Bands or Tribes of Sioux, the Omahas, Ioways, and the Otoe and Missouri.

Article 1 of said treaty reads as follows:

Article 1. * The said Tribes cede and relinquish to the United States forever all their right and title to the lands lying within the following boundaries, to wit: Beginning at the upper fork of the Demoine River, and passing the sources of the Little Sioux, and Floyds Rivers, to the fork of the first creek which falls into the Big Sioux or Calumet on the east side; thence, down said creek, and Calumet River to the Missouri River; thence down said Missouri River to the Missouri State line, above the Kansas; thence along said line to the north west corner of the said State, thence to the high lands between the waters falling into the Missouri and Demoines, passing to said high lands along the dividing ridge between the forks of the Grand River; thence along said high
lands or ridge separating the waters of the Missouri from those of the Des Moines, to a point opposite the source of Boyer River, and thence in a direct line to the upper fork of the Des Moines, the place of beginning. But it is understood that the lands ceded and relinquished by this Treaty, are to be assigned and allotted under the direction of the President of the United States, to the Tribes now living thereon, or to such other Tribes as the President may locate thereon for hunting, and other purposes.

This treaty was ratified by the Yankton and Santee Bands of Sioux at St. Louis on October 13, 1830. It was proclaimed February 24, 1831.

5. In addition to the lands ceded by Article I of said treaty, the Sacs and Foxes, by Article II, ceded to the United States some 2,000,000 acres extending from the Mississippi to the Des Moines River, and lying south of the boundary with the Sioux as fixed by the treaty of August 19, 1825. The four bands constituting the Sioux of the Mississippi, by Article III, ceded a like area north of said boundary.

The consideration paid and promised to the various tribes for the cessions made in the treaty amounted to between $50,000 and $60,000, of which approximately one-seventh was to go to the plaintiff tribe.

6. At the time of the treaty of July 15, 1830, and for many years prior thereto, the lands described in Article I of said treaty were used, occupied and hunted over by a number of Indian tribes, including those who were parties to said treaty, but no one tribe had exclusive possession of any definite area thereof. The lands ceded by Article I comprised a total area of approximately 11,000,000 acres, of which amount 1,900,000 were in Missouri; 9,000,000 in Iowa; and 100,000 in Minnesota. It has not been established in this case that the claimant tribe actually occupied, used or possessed, to the exclusion of other Indian tribes, any part of the lands described in said Article I.
7 (1). Article I of the treaty of July 15, 1830 recognized the right of the Otoe and Missouria Indians, and of the other tribes who were parties to said treaty, to the common or joint use for hunting and other purposes, of the lands ceded by said article, along with such other tribes as should be designated by the President of the United States.

7 (2). All of the tribes who were parties to the treaty of July 15, 1830, concluded subsequent treaties with the United States wherein they ceded and relinquished whatever rights said Indians had in the area described in Article I of the 1830 treaty. The treaty with the Otoe and Missouria Tribe, in which the Yankton and Santee Bands of Sioux and the Omaha Tribe joined, was concluded October 15, 1836 (7 Stat. 524), wherein the Otoe and Missouria ceded whatever rights they had in the lands between the State of Missouri and the Missouri River, being the part of the lands ceded by Article I of the 1830 treaty.

7 (3). A treaty was negotiated with the Omaha and the Otoe and Missouria Tribes on April 24, 1838, whereby said tribes ceded and relinquished whatever rights had been reserved to them in said lands by virtue of the phraseology of Article I of the said 1830 treaty, but this treaty of 1838 never became effective because of the failure of the United States Senate to ratify it. Under the later treaty, concluded March 15, 1854 (10 Stat. 1038), the Otoe and Missouria Tribe relinquished to the United States all claim which they may have heretofore, at any time, set up, to any land on the east side of the Missouri river; * * *.
8 (1). The Otoes and other tribes who were parties to the treaty of July 15, 1830, desired to make provision for their half-breeds, and accordingly procured the insertion of Articles X and XI in said treaty, which read as follows:

Article X. The Omahas, Ioways and Ottoes, for themselves, and in behalf of the Yankton and Santie Bands of Sioux, having earnestly requested that they might be permitted to make some provision for their half-breeds, and particularly that they might bestow upon them the tract of country within the following limits, to wit; Beginning at the mouth of the Little Ne-mohaw River, and running up the main channel of said River to a point which will be ten miles from its mouth in a direct line; from thence in a direct line, to strike the Grand Ne-mohaw ten miles above its mouth, in a direct line (the distance between the two Ne-mohaws being about twenty miles)—thence down said River to its mouth; thence up, and with the Meanders of the Missouri River to the point of beginning, it is agreed that the half-breeds of said Tribes and Bands may be suffered to occupy said tract of land; holding it in the same manner, and by the same title that other Indian titles are held; but the President of the United States may hereafter assign to any of the said half-breeds, to be held by him or them in fee simple, any portion of said tract not exceeding a section, of six hundred and forty acres to each individual. And this provision shall extend to the cession made by the Sioux in the preceding Article.

Article XI. The reservation of land mentioned in the preceding Article having belonged to the Ottoes, and having been exclusively ceded by them; it is agreed that the Omahas, the Ioways and the Yankton and Santie Bands of Sioux shall pay out of their annuities to the said Otoe Tribe, for the period of ten years, Three hundred Dollars annually; of which sum the Omahas shall pay one hundred Dollars, the Ioways one hundred Dollars, and the Yankton and Santie Bands one hundred dollars.

8 (2). The half-breeds of the Omahas, Ioways, Yankton and Santie Bands of Sioux, and of the Otoe and Missouri Tribe thus became invested with the title to the tract of land described in Article X. The United States consented to this cession to the half-breeds and thereafter acted as trustee for them, holding and allotting said lands to them, but the
record does not show that the United States requested or suggested that the Otoes cede any part of their lands to the half-breeds, but merely acceded to the desire of the Indians and thereafter acted as trustee for the half-breeds, holding and allotting the major portion of the lands to them, and paying them for the shortage in said lands caused by an erroneous survey as set forth in a later finding.

8 (3). Lands to the extent of 93,864.62 acres were allotted and patented to the half-breed Omahas, Ioways, Yankton and Santie Sioux. Patents were also issued to the half-breeds of the Otoe and Missouria Tribe in the same proportion, according to their numbers, as were issued to those of the other tribes. A total of 389 patents were issued. The plaintiff tribe received the $3,000 which was paid by the other tribes as provided in said treaty. The United States received no profit or benefit from the lands ceded to the half-breeds. The cession to the half-breed was a transaction among the tribes named, at their request.

9. The lands ceded by plaintiff tribe for the use and benefit of the half-breed members of the various tribes as set out in the preceding findings were surveyed in 1838 by John C. McCoy, who had been employed and authorized by the defendant herein to make said survey. This survey was erroneous in that it failed to place the western boundary of the cession as far west as was provided in the treaty. This error caused the reservation, as surveyed, to contain 15,697 acres less than the area called for by the treaty. This error was disclosed by a resurvey of the reservation in 1855, while making preparation for its allotment to the half-breeds. By the act of June 12, 1852 (11 Stat. 319), the line surveyed by McCoy as the western boundary of the half-
breed tract was declared to be and was established as the true western boundary of said tract. By the act of February 28, 1859 (11 Stat. 401), Congress authorized an adjustment of the claim of the half-breeds for the shortage of land which resulted from the erroneous survey and directed that they should be compensated at the rate of $1.25 per acre for such deficiency. Thereafter, by act of March 3, 1863 (12 Stat. 792), Congress appropriated the sum of $19,621.27, which was $1.25 per acre for the 15,697 acres which had been excluded from the half-breed reservation by the erroneous survey of McCoy. The half-breed Indians received allotments of all the lands included in their reservation as surveyed by McCoy, and were paid for that part of the land described in the treaty but which had not been included in said survey—that is, the 15,697 acres.

10. The land ceded by the Otoe and Missouria Indians to the half-breeds by the treaty of July 15, 1830, was at the time recognized and acknowledged by all the parties to said treaty as belonging to the Otoes and as being exclusively ceded by them. This tract was further from the villages of the Otoes than the lands ceded by treaty of September 21, 1833, or by treaty of March 15, 1854. The lands ceded by the treaty of 1833 adjoined the half-breed reservation on its west. The lands ceded by the treaty of 1854 lay between the northern boundary of the 1833 cession and the Platte River in Nebraska.

11. By a treaty concluded September 21, 1833 (7 Stat. 429), the Otoe and Missouria Tribe ceded and relinquished to the United States a tract (boundaries according to stipulation of the parties filed here-in) containing 792,000 acres:
Commencing at the Northwest Corner of the Nemaha half-breid reservation as described in Article X of the Treaty of July 15, 1830, as the point of beginning; thence up the Little Nemaha River to the Southeast corner of Section 24, Township 10 North, Range 8 East of the Principal Meridian; Thence on a direct line West to the Range Line lying between Range 5 East and 6 East of the Principal Meridian; thence South on said Range Line to the Great Nemaha River; thence down said Great Nemaha River to the Southwest corner of the Nemaha half-breid reservation as defined in Article X of the Treaty of July 15, 1830, to the point of beginning.

The United States has paid the Otoe and Missouri Tribe the sum of $39,410.15 under the provision of said 1833 treaty.

12 (1). By the treaty of March 15, 1854 (10 Stat. 1038), the Otoe and Missouri Tribe relinquished all claim which they had theretofore at any time made to any land on the east side of the Missouri River; and also by Article I of said treaty ceded to the United States all their remaining lands west of the Missouri River,

* * * excepting a strip of land on the waters of the Big Blue River, ten miles in width and bounded as follows: Commencing at a point in the middle of the main branch of the Big Blue River, in a west or southwest direction from Old Fort Kearney, at a place called by the Indians the 'Islands;' thence west to the western boundary of the country hereby ceded; thence in a northerly course with said western boundary, ten miles; thence east to a point due north of the starting point and ten miles therefrom; thence to the place of beginning; Provided, That in case the said initial point is not within the limits of the country hereby ceded, or that the western boundary of said country is not distant twenty-five miles or more from the initial point, in either case, there shall be assigned by the United States to said Indians, for their future home, a tract of land not less than ten miles wide by twenty-five miles long, the southeast corner of which tract shall be the initial point above named. And such portion of such tract, if any, as shall prove to be outside of the ceded country, shall be and the same is hereby granted and ceded to the confederate tribes of Otoe and Missouri Indians by the United States, who will have said tract properly set off by durable monuments as soon after the ratification of this instrument as the same can conveniently be done.
12 (2). On December 9, 1854, a treaty (10 Stat. 1130) supplemental to the foregoing treaty of March 15, 1854, was concluded between the United States and the Otoe and Missouria Tribe wherein it was recited that, upon exploration by the tribe of the reservation provided by the March 15, 1854 treaty, it was found that they had been mistaken as to the location thereof and that the larger portion—nearly the entirety—of it was to the west of the Big Blue River, was without sufficient timber, and they were dissatisfied. To remove all cause of complaint, it was agreed that the initial point of the reservation (in lieu of that stated in the March 15, 1854 treaty) should be a point five miles due east thereof, thence west twenty-five miles, thence north ten miles, thence east to a point due north of the starting point and ten miles therefrom, thence to the place of beginning; and that the country embraced within said boundaries should be taken and considered as the reservation and home of said tribes in lieu of that provided for them and described in the prior 1854 treaty. This entire area so described was outside the area of the cession made in the March 15, 1854 treaty.

12 (3). The parties hereto have filed a formal stipulation and agreement fixing the boundaries of the cession made under the March 15, 1854 treaty, and establishing the acreage contained therein as 1,250,000 acres. The reservation provided in the aforesaid treaties, when surveyed, was found to contain 162,107.71 acres. The total consideration paid under and by virtue of the provisions of the treaty of March 15, 1854, for the cession and relinquishment was $463,423.74. There is no evidence from which it can be determined what amount, if any, was
in payment for the relinquishment of the claim of the Indians to the lands east of the Missouri River. At the time, the game in this area had been practically exhausted and was of little value. The United States assigned this land east of the Missouri River to the Potawatomi Tribe of Indians for a home under the treaty of September 26, 1833 (7 Stat. 431), and it was thereafter occupied by that tribe until settled by the whites.

13. At the time of the treaties of September 21, 1833, and March 15, 1854, no other Indian tribe or band was occupying or using or claiming the lands which were ceded by said treaties, and the neighboring tribes recognized said lands as the rightful and exclusive hunting grounds of the Otoe and Missouria Indians.

Commissioner Ellsworth, who negotiated the treaty of September 21, 1833, in his report on said treaty to the Commissioner of Indian Affairs, stated that he had found the Indian title to the land ceded to be good in the Otoe and Missouria Indians. The eminent historian, Dr. B. B. Chapman, who has made a special study of the Otoe and Missouria Tribe, says that the Otoe and Missouria Tribe possessed the area ceded by them in the treaty of 1833 to the exclusion of all other tribes; that no other Indian tribe or tribes claimed any part of this area; and that the adjoining tribes recognized and respected the Otoe and Missouria ownership thereof.

In his work entitled "An Introduction to Pawnee Archeology," Dr. Ralph Waldo Wedel says:

---

*On the east the Omaha controlled a large area north of the Platte from Shell Creek to the mouth of the Niobrara, and south of the Platte the Oto claimed*
as theirs the lands lying east of the Big Blue and north of the Big Nemaha. * * *

Early explorers, Charlevoix in 1821, Choteau in 1816, Major Long in 1820, placed the plaintiff tribe as the exclusive users in Indian fashion of the territory ceded by the treaties of September 21, 1833, and March 15, 1854.

George W. Manypenny, Commissioner of Indian Affairs, reporting to the Secretary of the Interior on the date of November 25, 1853, quotes James W. Gatewood, Indian Agent, as saying in his report of October 16, 1853, among other things, that "the Otoe and Missouria, a confederated tribe that owned the country on the west side of the Missouri and extending from the Great Nebraska (Platte River) to the Little Nemaha have been reduced by a combination of circumstances over which they have no control to a state of poverty and suffering, etc. * * * * *.

These Indians have been induced of late years to rely less upon hunting and more upon the products of the soil for their support. With that object in view, they concluded a treaty on the 31st day of September, 1833, with the United States, for the sale of a large and valuable tract of country lying to the south of the Little Nemaha, and westwardly to their western boundary."

14. The tract ceded under the treaty of September 21, 1833, as described in Finding 11, contains 792,000 acres of land for which the Indians received the sum of $39,410.15—being 4.9 cents per acre. We find that this land had a value of 75 cents per acre at the date it was ceded to the United States on September 21, 1833. The consideration the Otoe and Missouria Tribe received for said land was grossly
inadequate and constituted an unconscionable consideration.

15. The tract of land west of the Missouri River ceded by the Otoe and Missouria Tribe to the United States under the treaty of March 15, 1854, contained 1,250,000 acres (Finding 12 (3)); the area reserved by the plaintiff tribe in said treaty proved to be located outside of the ceded area, and the area supplied by the defendant for the reservation constituted 162,107.71 acres. By reason thereof, the defendant received by the cession a net of 1,087,892.29 acres of land from the Otoe and Missouria Tribe.

16. The Commission finds the value of the land ceded by the 1854 treaty to have been $1.00 per acre at the time of the cession, or $1,087,892.29.

17. The plaintiff tribe received the total sum of $463,423.74 from the United States under and by virtue of the provisions of the March 15, 1854 treaty. This sum may not, in a strict sense, be so grossly inadequate as to constitute an unconscionable consideration for the land ceded by the treaty; however, taking into consideration all the facts and circumstances as disclosed by the record, the payment by the defendant of such an inadequate consideration for the ceded land and relinquishment of all rights in land east of the Missouri River was unquestionably unfair and resulted in an injustice to the plaintiff tribe.

18. Sale of 120,000 acres of plaintiff's reservation was authorized by act of Congress of 1876 (19 Stat. 209). F. M. Barnes, a member of plaintiff tribe, was appointed one of the appraisers at the request of the tribe to evaluate the land to be sold. The Secretary
of the Interior appointed two others as appraisers.

The lands selected for sale aggregated 119,846.17 acres and were appraised as having the value of $427,091.33, or $3.56 an acre. The sum of $462,262.73 was received by the Otoe and Missouria for this tract, or approximately $3.85 per acre.

19. By act of Congress of March 3, 1881 (21 Stat. 380), authorization was granted for the appraisal and sale of the remainder (being 43,051 acres) of the plaintiff's reservation. On May 4, 1881, the Otoe and Missouri Indians in council agreed to the sale of said remainder of said reservation and again appointed Francis M. Barnes as the appraiser to represent the Indians. The 43,051 acres were duly appraised as of the value of $258,276.10, or an average of $6.08 per acre, of which 42,261.54 acres were sold for the aggregate sum of $516,851.52, or an average of $12.22 per acre.

20. The appraisal and sale of the lands hereinabove described were fairly performed and the interests of the Indians protected by Francis M. Barnes, the appraiser chosen by the Indians to represent them, and by the agents of the defendant.

21 (1). The act of March 3, 1881 (21 Stat. 380), authorizing sale of the remainder of plaintiff's reservation lands was approved by the Indians on May 4 of the same year. Although this act contained no provision directing the sale to be made at public auction, the Commissioner of Indian Affairs recommended that the lands be sold upon deferred payments as per terms of the act, and "to the highest bidder who is a qualified purchaser." This recommendation was adopted by the Secretary of the Interior, who instructed the Commission of the
General Land Office to proceed with the sale after due advertisement to the highest responsible bidder upon deferred payments in accordance with the provisions of the act of 1881. The lands were to be sold in tracts not exceeding 80 acres each, and no purchaser could purchase more than 160 acres. No lands could be sold at less than the appraised value. The purchaser was required to pay one-fourth in cash and the remainder in three annual payments with interest thereon at five percent per annum.

21 (2). In accordance with these instructions, the sale was set for May 31, 1883, and was advertised in a number of newspapers in eastern Kansas and Nebraska. The sale attracted large crowds and the bidding was spirited. The land had been appraised at an average of $6.08 per acre and was sold at an average of $12.22 per acre. About half of those who were the high bidders at this first sale failed to comply with requirements of the Land Office, and a second sale was advertised for December 10, 1883, at which the successful bidder was required to make payment of one-fourth of the purchase price upon acceptance of his bid.

21 (3). Many of the purchasers failed to make their payments of principal and interest when the first of their deferred payments fell due, and began to petition Congress for extensions of time and other forms of relief, alleging that the lands had been sold for more than they were worth, and that they had been promised relief from excessive prices at the time of their purchases.

21 (4). By act of March 3, 1885, the Congress extended the time for making final payments for a term of two years. Again, by the act
of August 2, 1886, the Congress granted an additional extension of two years. Both of these acts were passed without consulting the wishes of the Indians. These two extensions, taken together, ran to April 30, 1889. The act of August 2, 1886, provided that the interest then due on the deferred payments should be paid annually "at the time said payments are now due." However, nearly 12 years later, there were 124 purchasers who were in default, only 24 of whom had paid any interest whatever.

22 (1). By the act of March 3, 1893 (27 Stat. 568), the Congress authorized and directed the Secretary of the Interior to adjust the amounts due by the purchasers by allowing rebates of the amounts paid or agreed to be paid by them which were in excess of the appraised value of the lands purchased by them, "the consent of the Indians having first been obtained." The Indians were convened in council on January 3, 1895, by Commissioners appointed to obtain their consent, but refused to agree to any rebate whatever from the amounts for which their lands were originally sold. The Land Office at Lincoln, Nebraska, at the direction of the Secretary of the Interior, notified the delinquents that they would be granted 90 days in which to pay the principal and interest due by them, or have their entries cancelled. Shortly thereafter, on November 9, 1895, the Secretary of the Interior directed the General Land Office to take no further action looking to the cancellation of the entries.

22 (2). In the year 1896 strenuous efforts were continued, both in and out of Congress, to devise some plan of settlement to satisfy the purchasers which the Indians would accept. These efforts resulted
in a proposition of settlement by which only the settlers who were in default should have 10 years' interest rebated if they would pay the balance due by them in 90 days. This proposition was accepted by the Indians in council on June 3, 1896, and signed by a majority of the tribe. On December 20, 1896, the Assistant Attorney General ruled that if this proposed rebate should be granted to the purchasers who were in default, that a like rebate would have to be granted to those purchasers who had already paid in full. Following this ruling, bills were introduced in Congress providing for rebate to the purchasers of all money paid or contracted to be paid for the lands in excess of the appraised values as determined in 1883. This bill was passed in the Senate on February 11, 1898, over the vigorous protest of the Office of Indian Affairs, but was finally defeated in the House of Representatives.

22 (3). On February 20, 1899, the House Committee on Indian Affairs introduced a bill providing for certain rebates and deductions, on which the Indians were to be heard, but which did not require their consent.

22 (4). While this bill was still pending, attorneys for the purchasers presented a new proposition to the Secretary of the Interior, the terms of which were all for the benefit of the purchasers. This proposition was submitted to the Indians on August 11, 1899, and was by them rejected. They then addressed a vigorous letter to the Secretary of the Interior, protesting the granting of extensions and rebates, and calling attention to the fact that all the extensions given the purchasers by Congress had been granted without the consent
of the Indians.

22 (5). After the Indians had rejected the above proposal, Secretary of the Interior Ryan, in September, 1899, directed Indian Inspector James McLaughlin to negotiate with the purchasers in an effort to have them submit an offer to which the Indians would give their consent. McLaughlin entered into negotiations with the purchasers who were in arrears and ultimately secured from them a proposal to pay the appraised value of their lands, plus one-fourth of the net value, with simple interest at five per cent per annum on the adjusted price from date of purchase, credits to be given for all payments made by the purchasers with interest from the dates of such payments.

22 (6). Inspector McLaughlin then proceeded to the submission of such proposal to said Indians. He called a council of the Indians for November 20, 1899, and presented this proposed compromise settlement to them, fully explaining through Interpreters Shunatona and Dervin, both members of the tribe. The Indians did not ratify the proposed settlement at their first meeting, and McLaughlin called them into council from day to day for several days. The document accepting the proposed settlement was ultimately signed by 73 of the 83 adult male members of said tribe.

22 (7). The Congress, by the act of April 4, 1900, approved and confirmed the above settlement as a revision and adjustment of the sales of the late reservation of the Otoe and Missouri Tribe of Indian
It has been stipulated herein that this settlement resulted in a rebate to the delinquent purchasers in the amount of $168,784.08, which was due the Indians on July 1, 1900, on basis of original sales contracts.

22 (8). Inspector McLaughlin, in transmitting said proposed settlement to the Secretary of the Interior, wrote in his letter of December 9, 1899, with reference to the same, as follows:

The price at which the lands were bid in at the time of sale was, in most instances, very high and undoubtedly much above the market value of wild lands in that section of country at the time, and as the proposition of the settlers for a compromise settlement has been accepted by the Indians as per the enclosed Agreement, and the purchase price agreed upon for the lands of the delinquent purchasers being, in my opinion, a fair and reasonable compromise settlement, giving the Indians good value for the lands and equitably adjusting the cost of same to the settlers, and which will end this long standing and perplexing matter, I therefore respectfully recommend approval of the Agreement.

22 (9). Senator Hitchcock, Chairman of the Senate Committee on Indian Affairs, recommended the approval of this settlement to Congress, and on March 12, 1900, the bill passed the Senate, without debate, and thereafter passed the House on April 4 by vote of 104 to 13. Dennis T. Flynn, a delegate from Oklahoma Territory, in whose district the Otoe and Missouria Indians were then living, urged the passage of the bill, stating, among other things, "If we hang up this settlement it is uncertain whether the Indians will ever get the money."

22 (10). In a letter to the Secretary of the Interior of date May 15, 1912, James McLaughlin, the Indian Inspector, stated that said settlement proposal was fully discussed in his presence by a delegation of Otoe and Missouria in December, 1899, and that the delegates expressed their full concurrence therein, and he again stated that the Indians had entered
into the compromise settlement with full knowledge and consent after a thorough understanding by them of the provisions thereof.

22 (11). Approximately one-half of the signers of the compromise settlement understood the English language and themselves signed their names thereto, among them being Richard W. Shunatona, who had been selected by the Indians as their special interpreter, and Mitchell Dervin, the official interpreter, both being members of the tribe. They also signed a certificate to the instrument certifying that they had fully and carefully interpreted all that passed between the Indian Inspector (McLaughlin) and said Indians, and that the Indians thoroughly understood the nature of the subject matter in controversy; and that the Indians had signed same of their own free will and volition.

23. We find that the terms of the compromise settlement of November 20, 1899, were understood by the Indians, and that they executed the same of their own free will and volition.