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WITHHOLDING PAYMENT ON OTOE-MISSOURIA RESERVATION LANDS

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Abstract. *In 1883 the U.S. General Land Office conducted the sale of the eastern remnant of the Big Blue reservation in Nebraska and Kansas for the benefit of its owners, the Otoe-Missouria Indians. The property sold for an average of \$12.22 an acre. It was the highest per-acre price ever offered for Indian lands on the Central and Northern Great Plains. Before the first year of white settlement had come to an end, however, many landholders began to petition federal authorities for payment-time extensions and, eventually, debt reductions. They argued that they had been "forced" to pay more for their lands than what they were actually worth. In the end, after nearly two decades of well-organized white agitation, the politically disadvantaged Otoe-Missourias were compelled to accept an "adjustment" on the outstanding debts due them. This amounted to a loss to the Indians of approximately \$169,000.*

Were the settlers justified in their demands for price reductions? More specifically, were the various contentions that they had based their collective argument on truly valid? This paper will discuss these and other secondarily related questions by means of an inspection of the written historical record, as well as by a quantitative and qualitative analysis of land valuation and ownership data contained in the county deed records.

Indian Dispossession

A popular view among many Americans today holds that the aboriginal homelands of the collective Indian peoples were acquired by the United States government through military conquest and unmitigated deceit. This is (for the most part, at least) a misconception. Actually—as averred by President Truman upon signing the Indian Claims Commission Act into law on August 13, 1946—over ninety percent of the public domain was purchased from the various native tribes and nations at a conjectured cost to the government of some 800 million dollars (Cohen 1960:304). If we assume that this figure is reasonably accurate (which is briefly questioned below), the

obvious question then becomes: Was it a fair price? This is, of course, a difficult and debatable question requiring much greater inspection than can be allowed here. Nevertheless, it could be noted that given the fact that such payments were made not to one generation, but, indeed, to several past generations of Indian peoples, and given that the cessions in question (neglecting Alaska and Hawaii) amounted to some 3,027,000 square miles, it would not be too impolitic to conclude off the top of one's head that the Indians had probably been undercompensated—if not actually robbed at gun point.

As to the accuracy of the 800 million dollar figure, in the long list of grievances that came to be aired before the Indian Claims Commission, the issue of whether or not a given Indian society had actually received the payments due them was one that rarely went unquestioned in court. In order to address any conflicting claims it was necessary to provide as complete an accounting of the sums paid out to the Indians as possible. The data contained in such investigations, however, could also be seen as providing the basis for a new twist on the question of compensation, namely: How much of the 800 million dollars actually went into Indian pockets (or stomachs)? An inspection of the Otoe-Missouria case, for instance, indicates that a considerable proportion of Otoe-Missouria trust fund monies were directed, at the discretion of their federal guardian, towards what might arguably be construed as "non-Indian" expenses; that is, white employee salaries (farmers, laborers, wagoners, blacksmiths, teachers, etc.), white employee housing and home furnishings, and so forth (General Accounting Office 1950). This is an issue that, being readily quantifiable, deserves further detailed research.

On one point, at least, the historical record (particularly in regard to the latter half of the nineteenth century) is hardly debatable: that Indian health and well-being deteriorated rapidly and in direct proportion to the level of their landed dispossession. One need only make a summary examination of the annual reports of the Commissioners of Indian Affairs to reach this conclusion. Further illustration of the point may be derived from the steep decline in American Indian population numbers, which went from an estimated pre-contact figure of 800,000 to 2,000,000, to a scant 237,000 by 1900 (Prucha 1984:404).

There were many other factors, besides the loss of land, that contributed to Indian impoverishment. But the fact that Indian societies typically received grossly inadequate payment for their ceded properties is certainly one of the more significant components. What is more, payment is one consideration that can be objectively determined. From his analysis of Indian

Claims Commission case data, for instance, David Wishart concluded that, on average, Indian societies of the Central and Northern Great Plains received a “niggardly” ten cents per acre for the cession of some 290 million acres of land (Wishart 1990:97).

It is against this larger backdrop of “undercompensation as a norm” that this paper addresses the specific historical event of the sale (and its political aftermath) of the Otoe-Missourias’ last remaining tract of native homeland on the Central Great Plains.

A Legacy of Otoe-Missouria Cessions

Over a short period of time, from 1830 to 1854, the Otoe-Missourias ceded some 4,677,800 acres of tribal land to the United States government, for which they received a total of \$573,367 in annuities, goods, and services—or about twelve cents an acre. Such were the findings of the Indian Claims Commission a century or so after the fact. In its amended decision of 1964, the Commission awarded a later generation of Otoe-Missourias a total of \$2,929,076 in compensation for the “unconscionable” and “unfair” payments their forebears had received during this early period (*Otoe and Missouri Tribes of Indians v. United States*, 2 Indian Claims Commission 1953:507; 13 Indian Claims Commission 1953:218).

Following the Treaty of 1854, the Otoe-Missourias moved from their lands below the Platte River in eastern Nebraska to the 10-by-25-mile rectangle of homeland that had been set aside for them. Their new reservation was situated along the present-day Kansas-Nebraska border approximately sixty miles west of the Missouri River. It was a particularly choice tract of tall-grass prairie interspersed, along the courses of the Big Blue River and its laterally branching tributaries, with well-timbered fluvial bottom lands. Government surveyors in 1875 described the reservation’s soils as being “considerably above the average of the lands in this section of the State” (U.S. General Land Office 1875). In the westward rush that followed the Homestead, Pacific Railroad, and Agricultural College Acts of 1862, the lands surrounding the Otoe-Missouria reservation were quickly taken up by large-scale investors, petty speculators, and, bringing up the rear, bona fide settlers. By 1870 “free” homestead lands in Gage County, Nebraska and Marshall County, Kansas no longer existed. For recent or late arrivals, the only lands in the region that remained unclaimed (by Euro-Americans) happened to be those that were “lying idle” in the Big Blue reserve. The Indians would have to go.

Compelled by poverty, illness, internal political discord, and the rising agitation of neighboring whites clamoring for their removal, the Otoe-Missourias reluctantly agreed in 1876 to sell 120,000 acres off the western side of their reserve. The tract sold for an average of \$3.85 an acre. The new owners, however, were in no hurry to pay for their lands (nor was the federal government particularly adamant in its insistence that they do so), and the monies that were finally realized came much too late to prevent or forestall the Otoe-Missourias' abandonment of their last remaining parcel of native homeland: the 42,000 acre Eastern Remnant of the Big Blue Reservation (Fig. 1). In 1881 they placed the sale of this tract in government hands and migrated to the Indian Territory (later Oklahoma) (Chapman 1965; Overton 1991).

Sale of the Eastern Remnant

By the time the eastern remnant was opened to settlement in 1883, a record-breaking boom in private land sales was reaching its apex in the now fully settled region of eastern Kansas-Nebraska (Sheldon 1936). Legislation providing for the sale of the eastern remnant specified that it would be opened to "actual settlers only" and in limited quantities not to exceed 160 acres per entryman. The lands would be sold for "no less" than their appraised values, these to be determined by a three-man government commission (one of whose members was to be appointed by the Indians). Qualified settlers were given the option of making deferred payments: one quarter down with three years to complete payment of the principal plus 5% interest per year. Because the demand for these fertile lands had become so intense, government officials decided at the last minute to dispose of them through public sale to the highest bidder rather than by private entry, as had been the case in the sale of the western portion. This was highly unusual; in fact, never before in American history had ceded Indian lands been offered in limited quantities to actual settlers only by means of public auction (Overton 1991).

Appraisal of the eastern remnant, in forty-acre parcels, was completed in February of 1883. The estimated prices averaged \$6.08 an acre, with a range of \$2.50 to \$12.00 per acre. But did these figures accurately reflect the true market value of eastern remnant lands at that time? Or were the appraisals actually lower than would have been the case for comparable private, or non-Indian, lands? These would soon become important questions, and they are central to the theme of this study.

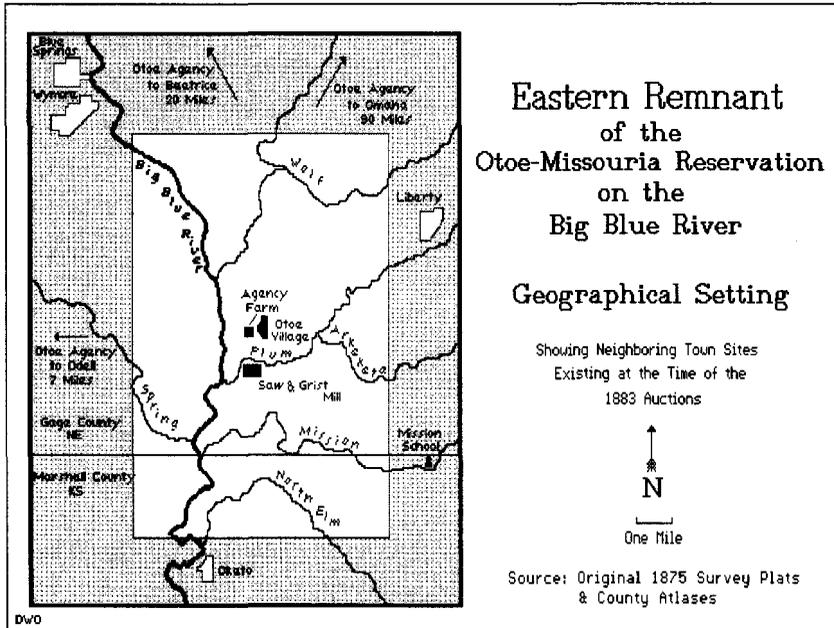


Figure 1. Eastern Remnant of Otoe-Missouria Reservation.

Eastern remnant sales commenced on May 31, 1883. The auction was held on Court Street in the booming farming community of Beatrice, Nebraska. The Commissioner of the U.S. General Land Office, Noah McFarland, was on hand to see to it that things ran smoothly (perhaps he had a premonition that they would not). The long-awaited opening gavel was attended by more than four thousand interested parties, considerably outnumbering the 1,060 forty-acre parcels available to them. Many had journeyed in from neighboring states—some from as far away as New England. Bidding was spirited, at times “wild and reckless,” and by the end of the second day a smattering of unclaimed parcels was all that remained.

But there was a flaw in the payment process that stemmed from the “actual settler only” stipulation. Successful bidders would need time to complete the involved process of providing proof of settlement. Such proof

consisted of an applicant's affidavit claiming permanent residence, together with the affidavits of two disinterested parties. Since it was not reasonable to expect a purchaser to provide the necessary one-quarter down payment before he was able to prove that he was indeed a bona fide settler, Congress granted a grace period of three months in which to furnish both. It was an allowance that led inevitably to incidents of intentional delay and outright fraud (Otoe Land Ring 1883; Chapman 1965; Overton 1991).

By early September nearly half of the purchases were in default. Several debtors had zealously over bid more than they could afford (or cared, on second thought) to pay. While others had placed false, or "straw," bids as a means of forcing a more favorable resale of defaulted parcels. Their plan backfired. Commissioner McFarland instructed Beatrice land office employees to "accept no bid from parties in default" at the December 11 resale of reverted parcels. To avoid a repeat of earlier abuses, the three month grace period was canceled; successful bidders would have to make their down payments on the day of the sale (McFarland 1884:2).

Although the winter resale was attended by fewer buyers, the bidding resumed with comparable alacrity and was soon over. Final purchase prices for the sale and resale of eastern remnant lands averaged out to \$12.22 an acre, with a range of \$3.12 to \$57.31 per acre (U.S. Senate 1888). Many of these new landowners resented the fact that they had been "forced" to compete for the privilege of paying top dollar for "wild and uncultivated" Otoe-Missouria lands. And as Berlin Chapman has observed, the mood of these white citizens must have darkened considerably upon learning a few years later, in 1889, that two million acres of Creek and Seminole lands in the Indian Territory were being given away for the price of an entry fee (Chapman 1965:161).

In their case before the Indian Claims Commission, the Otoe-Missourias contended, regarding the sales of the western portion and eastern remnant, that the federal government had implemented specific land disposal policies which, rather than benefiting the Indians, favored the interests of small-time white settlers. By disallowing the participation of large-scale investors, absentee purchasers, or wealthy local farmers who wished to expand their holdings, these federal policies had served to hamper competition, thereby artificially deflating final purchase prices. The Commission concluded, however, that regardless of the effect of the government's policies, the prices fetched at the 1877 and 1883 sales had not been "unconscionably" low. The Otoe-Missourias' pleas in these regards were accordingly dismissed (2 Indian Claims Commission 1953:366).

Delaying Payment

Under the terms of the Act of 1881, providing for the sale of eastern remnant lands, purchasers were to have completed their deferred payments in either August (summer sale) or December (winter resale) of 1886. Not one purchaser managed to do so. Within months of the original sales, in fact, disgruntled buyers were already pressing Congress and the Interior Secretary for additional time. Many had invested all of their life savings just to meet the down payment, it was averred, and the costs of breaking sod and building farms exceeded most annual incomes. They pointed to low commodity prices, drought, flood, insects, hog cholera, and other misfortunes (Barneston Notes 1886; U.S. House of Representatives 1886:1). Congress responded generously with two two-year extensions: one in 1885 and another in 1886. Completed payments would not be due now until 1890. Even so, by the time that deadline had come and gone, fewer than two-fifths—126 out of 323 original entrymen—had met their purchase obligations.

After 1890 completed payments dwindled to a bare trickle. General Land Office officials, however, seemed either disinterested, or quite willing to stand aside and let the politicians deal with the mess. In March of 1890, Congress received a petition bearing the signatures of 128 eastern remnant residents (30 of whom happened to be second buyers) (Chapman 1965:160). It declaimed that the 1881 act had made no specific mention of a public auction. This was true; however, the wording of the act did at least imply competitive bidding, and it was within the discretionary power of the Secretary of the Interior to determine the particular method of disposal, if not otherwise specified by Congress. The petition also contended that honest settlers had been “forced” to pay more for their lands than what they were “actually worth” because “a wicked and illegal” conspiracy had corrupted the May and December sales by driving up prices to unreasonable heights. It is tempting, of course, to wonder how many of the signatories had themselves been members of this “land ring.” Unfortunately, the written historical record on this account—regarding specific individuals (other than alleged ring leaders)—is understandably faint. Newspaper accounts and government investigations of the period, however, leave little doubt that a conspiracy of some sort had existed (Otoe Land Ring 1883; McFarland 1884; Nebraska Conspirators Indicted 1884; Otoe Land Frauds 1884; Defrauding the Indians 1884). Quantitative evidence of the conspiracy, though less direct, can arguably be derived from the pertinent Gage and Marshall County deed books (Gage County 1883-1901; Marshall County 1883-1901). While such

information does not necessarily point a decisive finger at individual culprits, it does indicate a rather suspicious pattern.

The Otoe Land Ring

In the months following the December resale, complaints and affidavits from firsthand witnesses began piling up on Secretary of the Interior Henry Teller's desk accusing certain land office employees of having gone along with a scheme to privately reduce the public bids of conspiracy ring members. A special investigator was dispatched to Beatrice to audit land office books and take statements. His reports were startling enough to prompt Commissioner McFarland to call for a grand jury investigation (McFarland 1884). On December 4, 1884, the District Court of Nebraska indicted four Gage County residents on charges of conspiring to defraud the United States government; they were: N. K. Griggs, attorney, former U.S. consul to Germany, and one-time President of the Nebraska legislature; W. H. Ashby, attorney, newspaperman, and former Republican delegate; H. W. Parker, Receiver of the Beatrice land office; and L. E. Wheeler, government auctioneer at the winter resale. In a trial in the following year Ashby and Wheeler were found innocent of the major charge of fraud. Both, however, received guilty sentences for attempting to "hinder the sale" of U.S. property—a minor offense carrying a fine of \$300. At the behest of U.S. Attorney General Augustus Garland—who had been repeatedly and insistently lobbied by Nebraska and Kansas Congressmen to intervene—the cases against Parker and Griggs never came to trial (U.S. District Court Notes 1885; Chapman 1965:152-54).

The aim of the conspiracy, which reportedly involved some 75 to 100 individuals, was to secure for its members particular tracts of land, cheaply, and by whatever means practicable. At the original summer sale the general plan had been to freeze out non-local competition and force a resale by placing straw bids on chosen tracts. Since it is unlikely that many of the "outsiders" who had been chased from the field at the summer auction would have cared to return that winter for more of the same, the scheme probably met with some success. But the conspirators did not get the private resale they had hoped for (many had imagined that the government would not want to go to the bother of staging another auction). And, as previously noted, those parties who succeeded in placing straw bids at the summer sale managed only to find themselves barred from participating at the re-offering.

At the winter auction it was pointless to place straw bids because the one-quarter down payment was now due on the day of the sale. It was,

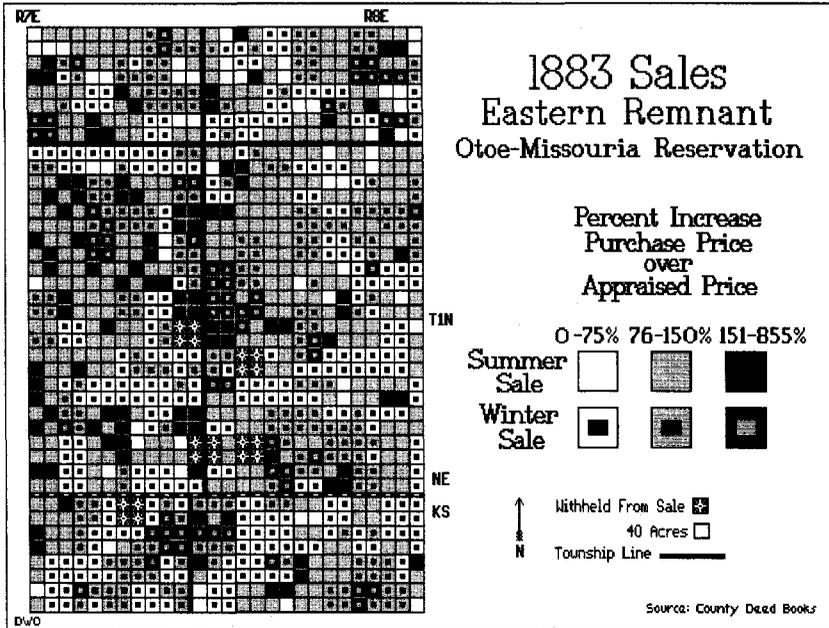


Figure 2. 1883 Sales of the Eastern Remnant.

however, possible to confound the sale, and hence the competition, by placing “side bids” on parcels that had been “reserved” by ring members. By failing to make an appearance for a particular purchase, side bidders (who did not necessarily need to be interested purchasers) could stall the proceedings, even if only for a few hours, and thereby force a re-offering—hopefully to a reduced field of buyers (Overton 1991:112-17).

The map of 1883 Sales of the Eastern Remnant (Fig. 2) plots price and land entry data contained in county deed books. The classification, percent increase of purchase price over appraised price, is used to give a rough indication of how dearly each forty-acre parcel was acquired in relation to all others. The method used here of determining class divisions is a subjective one based upon logical breaks in the data. It is noted that the data become highly skewed towards the more expensive price class. Many of the most

expensive parcels comprise the townsite, and vicinity, of Barneston, Nebraska (the town was platted in 1884 by H. L. Ewing; the land had cost him \$57.31 an acre at the winter resale; at the summer sale the property had brought \$118 an acre, but was defaulted upon).

A quantitative interpretation of the map indicates that the best bargains—those in which the fetched prices most closely approximate their appraised values—were considerably more numerous at the winter resale (83 percent of the of the lower, or cheaper, price class was taken in December). The most expensive parcels, on the other hand, were largely taken at the summer sale (62 percent of the higher price class was taken in May). Notable exceptions to this latter trend include the fiercely-contested Barneston parcels, and a number of choice Big Blue River bottom land parcels in the Kansas portion of the reserve that had been grossly under-appraised and, for some reason, defaulted upon after the May sale.

Interestingly, out of a total of 1,060 forty-acre parcels available for purchase, only 27 had purchase prices that exactly equalled their appraisal prices; and of those, 25 were secured at the winter resale. According to deed records, four of these ultimate bargain parcels went to none other than L. E. Wheeler, the government auctioneer. He purchased his 160 acres at the winter resale for the original appraisal price of six dollars an acre. A few months later Wheeler sold the property for \$15 an acre.

Clearly there were more bargains available at the winter resale. In fact, winter resale prices averaged approximately one-and-a-half dollars per acre *less* than summer sale prices. Of course these facts conflict with the payment-withholders' contention that the conspiracy had had the effect of driving prices *up*. Actually, as already noted, the intent of the conspiracy had been to drive competition away from "reserved" tracts by temporarily bidding in whatever price was necessary—not to force buyers in general to pay more. Those parcels that were purposely driven up at the summer sale were largely defaulted upon and re-offered at the winter resale—at which, competition was diluted by the effects of illegal activities at both sales. Thus, if there had indeed been a conspiracy, and if it had indeed influenced the events at the 1883 sales, one would expect average prices to be significantly lower at the winter resale, which they were.

The Quest for Price Reductions

By 1895 delinquent purchasers had managed to evade payment on lands which, technically speaking, had lapsed into forfeiture five years previously.

Such disregard would never have been tolerated (no matter how sad the excuses) if these had been state school lands, or privately owned lands. But the lands being defaulted upon in this instance were government-held Indian lands, and the profits being withheld belonged to a removed group of native non-citizens.

In July, 1895, Secretary of the Interior Hoke Smith—who believed that the defaulting purchasers were unwilling, not unable, to pay—took the bold initiative of dispatching notices to defaulters informing them that they had ninety days to pay up or vacate the premises. Before the three months had expired, however, he was obliged to withdraw the directive, retreating under the intense political debate it had ignited (Chapman 1965:170-72). An agent of the Interior Department was sent to the scene a month later. His report indicated that the settlers were unable to make payments because of the losses endured through two years of severe drought. He noted as well, however, that all of the lands were presently under cultivation, and that the defaulting purchasers had spent “comparatively large sums” on improving their farms—which, he estimated, had appreciated in value to an average \$15 to \$30 per acre (U.S. Senate 1899:5).

Throughout the 1890’s, populist Congressmen, such as Algernon S. Paddock of Nebraska, introduced a series of bills aimed at reducing the outstanding debts of “these poor settlers.” But Otoe-Missouria consent was a prerequisite to any “agreed-upon” course of action (unless, of course, the government wished to absorb the cost of a settlement—which it did not). The Otoe-Missourias, however, were in no mood to help a society of white settlers who, as they saw it, had thought nothing of hounding them from their last remaining tract of native soil.

In addition to arguing that an illegal combination had driven up their debt loads beyond a sufferable height, delinquent purchasers accused the General Land Office of actual deception. It was claimed that Commissioner McFarland, a seasoned land office man, had been inordinately concerned by the steepness of the bidding in 1883. So much so, in fact, that he supposedly advised “honest settlers” to go ahead and bid whatever price necessary to secure their parcels; he would, it was avowed, see to it that their bids were, at some later date, adjusted to approximate the appraised value of the lands (U.S. House of Representatives 1899:5). McFarland denied absolutely that he had ever made any such promises (U.S. House of Representatives 1900:3428). Nevertheless, with repeated telling, the accusation seemed to generate a will and rationale of its own. Standing at a historical distance, what seems perfectly bewildering is that so few Congressmen saw reason to decry

the inherent illogicalness of the story. What, after all, could have been the point of having an auction if competitive bidding was not going to be accepted? Why not just draw names out of a hat? And besides, there were literally thousands of people attending the auctions—how could McFarland have made out who the “honest” settlers were, and of those, which ones were most genuine and needy of his patronage?

In the end, the Otoe-Missourias had little choice, given their lack of political support, but to succumb to the pressure for a compromise. By the provisions of the Act of 1900, delinquent purchasers were allowed to pay an “adjusted” price equal to 25% above the appraised base (the original price had averaged about 100% above the base), plus seventeen years “adjusted” interest. By 1900 the interest due on most accounts came close to equalling the principal (Chapman 1965:192). It is important to note, however, that these lands had presumably been earning income over the interim, and untaxed income at that, since the unpaid title was still held by the government.

By present-day standards, the Act of 1900 could easily be regarded as being a study in inequity. It took from a tribe of Indians—who, at the time, were living in dire poverty (U.S. Department of the Interior 1883-1900)—monies to which they had been morally and legally entitled, and awarded it to individuals who typically did not even own title rights to the lands they were being compensated for. Approximately three out of every five adjustment beneficiaries had already sold their unpaid properties by 1900. In fact, one out of every five had done so by the close of 1886. Thus, well more than half of those individuals who benefitted by the act were actually second (if not third and fourth) buyers. Had they too been forced to pay more for their lands than what they were worth? Original entrymen who had already met their purchase obligations prior to the act’s passage, on the other hand, received nothing, despite the fact that they had, on average, bid roughly the same for their lands as their recalcitrant neighbors had (Overton 1991:157-62).

Too Much to Pay?

In their campaign to win debt reductions, delinquent purchasers rallied around claims that: 1) the government had been out of line in offering the Otoe-Missouria lands by public auction; 2) the May and December sales had been corrupted by an illegal conspiracy that had had the effect of increasing prices; and 3) Commissioner McFarland had promised settlers a reduction on their purchase obligations, which he subsequently failed to honor. The combined effect of these abuses, it was alleged, had been to compel settlers to

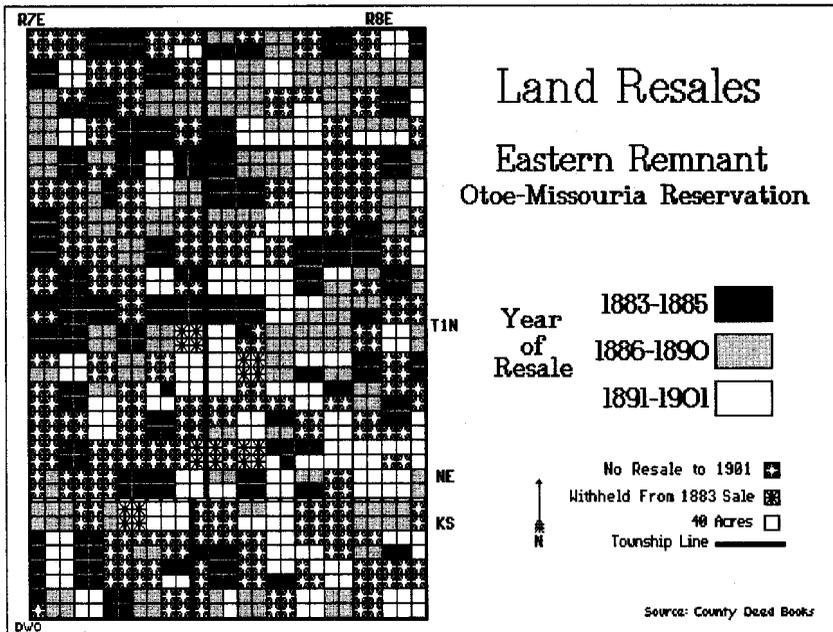


Figure 3. Eastern Remnant Land Resales.

pay more for their lands than what they were actually worth. This belief, or contention, lies at the very heart of the matter. Were the original purchase prices, in fact, unreasonable or unfair?

A quantitative analysis of the Land Resales map (Fig. 3) indicates that more than 20% of all eastern remnant parcels were resold within three years of the May and December sales. It is safe to assume that the great majority of these parcels had been acquired for strictly speculative, rather than settlement, purposes, and also that they had not been significantly improved over the short period in which they were initially held. By 1890, despite (or perhaps because of) high crop yields and favorable growing conditions over the intervening period, nearly 43% of the entire tract had passed into the hands of secondary purchasers. Resales tapered off significantly after 1890,

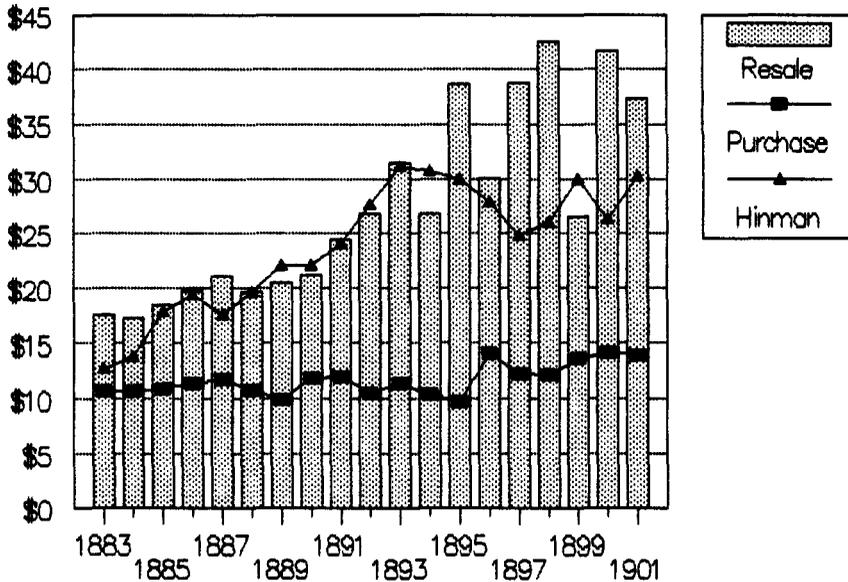


Figure 4. Eastern Remnant Resale Prices (per acre).

in direct proportion to the dwindling number of completed payments received during the period. By the close of 1901, the total resold area had inched up to 64%. And so, by the time the Otoe-Missourias finally received completed, adjusted, payments for their lands, most of the original buyers had either died, or otherwise moved on.

How are we to account for these resales? Did the majority of sellers give up their lands because, as many of them claimed, they had had to pay more for their lands than what they were worth at the time of the 1883 sales? An examination of average resale prices tends to refute such a conclusion. The Resale Prices graph (Fig. 4) shows that, on average, original entrymen earned rather respectable profits on their agricultural investments (especially as, in addition to resale profits, they had assumably been making a living off their lands' resources). Average resale prices climbed steadily between the years 1883 and 1901. The Purchase line gives an indication of what the average

original purchase price had been on lands that were resold in a given year. It shows that there was a moderate trend to sell less expensive parcels first, while holding off on the resale of the more expensive properties. More importantly, however, it shows that in no year did average resale prices fall below—or even come close to falling below—their corresponding average purchase prices.

The Hinman line refers to a collateral study of aggregate resale prices for a select group of Nebraska counties. Eleanor Hinman's compact and monumental work, "History of Farm Prices in Eleven Nebraska Counties, 1873-1933," is an extremely valuable source of information (Hinman 1934). The study tabulates all warranty deed transfers (i.e., sales of private property) for each of the select counties, and for each year of the study period. The portion of the Hinman study of interest to this article is confined to the southeastern group of counties: Clay, York, Fillmore, Saline, Otoe, Seward, and Polk. With the exception of Otoe County, each of the Hinman counties is located to the west of Gage County. Thus they are comprised of lands that were originally settled within the same or a later period as those lands immediately surrounding the Big Blue reserve. Furthermore, the Hinman counties are comprised of lands that are of comparable or lesser agricultural worth to the eastern remnant lands, which lie in a less marginal climactic zone than those drier counties to the west. Hinman found that for the southeastern group of counties taken as a whole, warranty sale (i.e., resale) prices in 1883 averaged \$12.76 an acre. If this amount is adjusted to account for improvements—10% being a commonly accepted deduction (Le Duc 1953:80)—the price would average \$11.48 an acre. This figure is quite comparable to the \$12.22 average purchase price for eastern remnant lands. This conclusion is reinforced by the fact that the overall trend lines for Hinman and eastern remnant resales are remarkably similar. The oft-repeated complaint of delinquent settlers, that they had been forced into paying more for their lands than what they were truly worth, is at striking odds with the actual land-assessment record.

Conclusion

Not only was the average original bid placed on eastern remnant lands a fair and reasonable one for the place and time, but, at \$12.22 an acre, it stood as the highest per-acre price ever "promised" to a tribe or nation of Native Americans on the Northern and Central Great Plains (Wishart 1990:98). It should come as no surprise, therefore, that a society that had consistently

devalued Indian property (as well as the Indians' right to hold such property), could hardly be expected to allow this new sales record to pass unscathed.

By the terms of the Act of 1900, the Otoe-Missourias were required to forgive \$168,784 of the \$288,538 in principle and interest still owed them at the time of the agreement (2 Ind. Cl. Comm. 368 (1978)). Not counting interest, the delinquent purchasers managed to save, on average, a little more than four dollars an acre on lands that, by 1900, had appreciated to well over forty dollars an acre.

In their seventh "cause of action" before the Indian Claims Commission in 1953, the Otoe-Missourias argued that once again the federal government had failed in its duty to protect the financial best interests of its politically dependent Indian wards. They asserted that the agreement to reduce the outstanding debts of delinquent purchasers had only been acquired through the tribe's sufferance of two decades of unremitting duress. The issue, as they saw it, was one of principle, of simple fairness.

The Commission, however, decided against the Otoe-Missourias' plea for compensation on the grounds that they had failed to establish, to the satisfaction of the court, that their forebears' acceptance of price adjustments on unpaid eastern remnant lands had come about as a consequence of "fraud" or outright "coercion." In rather simplistic terms the Commission found that:

while it is argued by the plaintiff that the reason for difficulty in "getting the money" was the political influence of the settlers who wanted the rebate, and not because the land involved was not worth the full balance due, the question as to whether or not to make this rebate and get this balance immediately was a practical one. The Indians, doubtless, came to the conclusion that they would prefer to get "the bird in hand" rather than to try for the "two in the bush" (2 Indian Claims Commission 1953:372).

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