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SMITHSONIAN INSTITUTION—BUREAU OF ETHNOLOGY.

J. W. POWELL, DIRECTOR.

CESSIONS OF LAND BY INDIAN TRIBES

TO THE

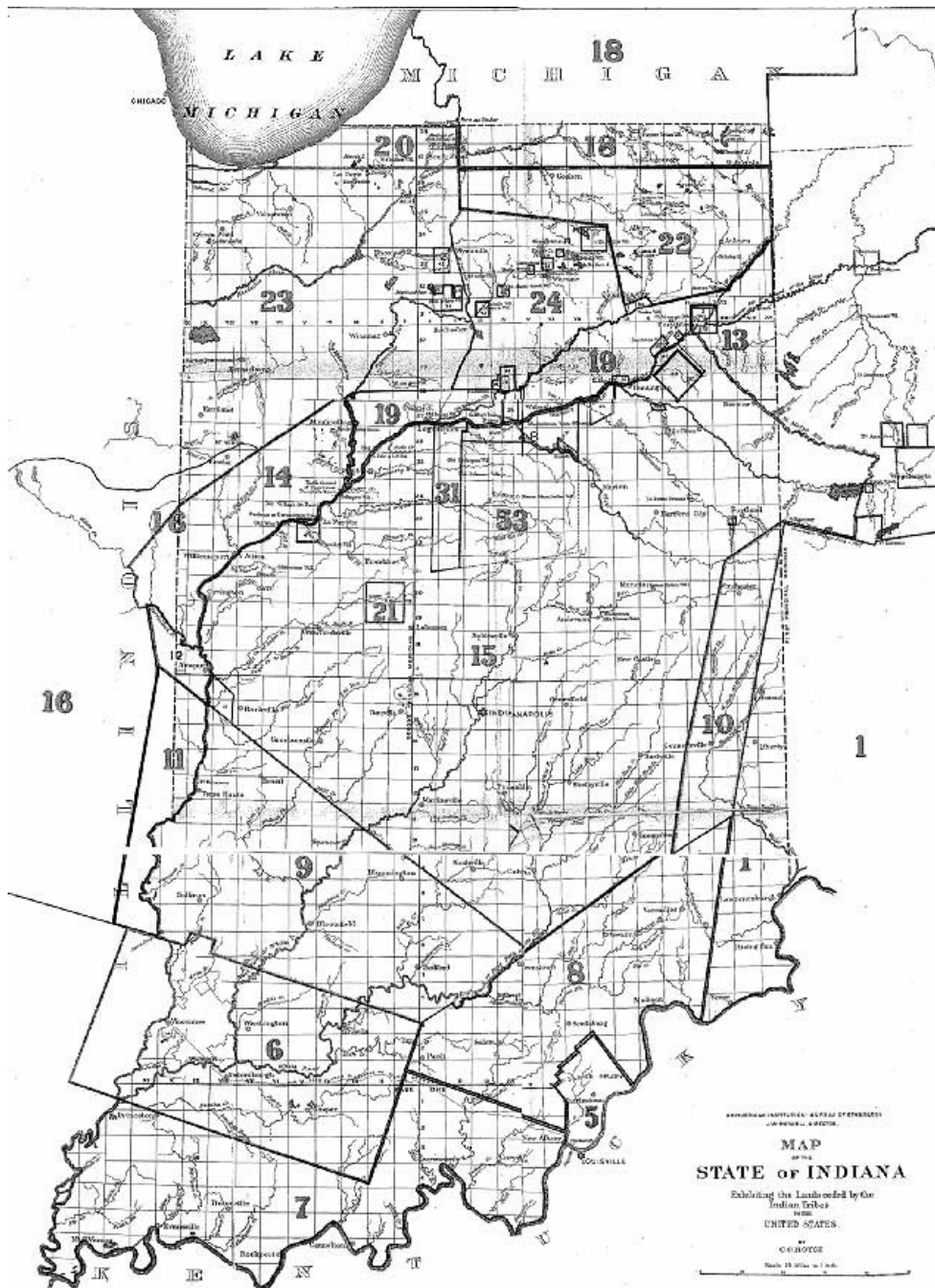
UNITED STATES:

ILLUSTRATED BY THOSE IN THE STATE OF INDIANA.

BY

C. C. ROYCE.

**First Annual Report of the Bureau of Ethnology
to the Secretary of the Smithsonian Institution, 1879-80,
Government Printing Office, Washington, 1881, pages 247-262**



CHARACTER OF THE INDIAN TITLE.

The social and political relations that have existed and still continue between the Government of the United States and the several Indian tribes occupying territory within its geographical limits are, in many respects, peculiar.

The unprecedentedly rapid increase and expansion of the white population of the country, bringing into action corresponding necessities for the acquisition and subjection of additional territory, have maintained a constant straggle between civilization and barbarism. Involved as a factor in this social conflict, was the legal title to the land occupied by Indians. The questions raised were whether in law or equity the Indians were vested with any stronger title than that of mere tenants at will, subject to be dispossessed at the pleasure or convenience of their more civilized white neighbors, and, if so, what was the nature and extent of such stronger title?

These questions have been discussed and adjudicated from time to time by the executive and judicial authorities of civilized nations ever since the discovery of America.

The discovery of this continent, with its supposed marvelous wealth of precious metals and commercial woods, gave fresh impetus to the ambition and cupidity of European monarchs.

Spain, France, Holland, and England each sought to rival the other in the magnitude and value of

their discoveries. As the primary object of each of these European potentates was the same, and it was likely to lead to much conflict of jurisdiction, the necessity of some general rule became apparent, whereby their respective claims might be acknowledged and adjudicated without resort to the arbitrament of arms. Out of this necessity grew the rule which became a part of the recognized law of nations, and which gave the preference of title to the monarch whose vessels should be the first to discover, rather than to the one who should first enter upon the possession of new lands. The exclusion under this rule of all other claimants gave to the discovering nation the sole right of acquiring the soil from the natives and of planting settlements thereon. This was a right asserted by all the commercial nations of Europe, and fully recognized in their dealings with each other; and the assertion, of such a right necessarily carried with it a modified denial of the Indian title to the land discovered. It recognized in them nothing but a possessory title, involving a right of occupancy and enjoyment until such time as the European sovereign should purchase it from them. The ultimate fee was held to reside in such sovereign, whereby the natives were inhibited from alienating in any manner their right of possession to any but that sovereign or his subjects.

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The recognition of these principles seems to have been complete, as is evidenced by the history of America from its discovery to the present day. France, England, Portugal, and Holland recognized them unqualifiedly, and even Catholic Spain did not predicate her title solely upon the grant of the Holy See.

No one of these countries was more zealous in her maintenance of these doctrines than England. In 1496 King Henry VII commissioned John and Sebastian Cabot to proceed upon a voyage of discovery and to take possession of such countries as they might find which were then unknown to Christian people, in the name of the King of England. The results of their voyages in the next and succeeding years laid the foundation for the claim of England to the territory of that portion of North America which subsequently formed the nucleus of our present possessions.

The policy of the United States since the adoption of the Federal Constitution has in this particular followed the precedent established by the mother country. In the treaty of peace between Great Britain and the United States following the Revolutionary war, the former not only relinquished the right of government, but renounced and yielded to the United States all pretensions and claims whatsoever to all the country south and west of the great northern rivers and lakes as far as the Mississippi.

In the period between the conclusion of this treaty and the year 1789 it was undoubtedly the opinion of Congress that the relinquishment of territory thus made by Great Britain, without so much as a saving clause guaranteeing the Indian right of occupancy, carried with it an absolute and unqualified fee-simple title unembarrassed by any intermediate estate or tenancy. In the treaties held with the Indians during this period—notably those of Fort Stanwix, with the Six Nations, in 1784, and Fort Finney, with the Shawnees, in 1786—they had been required to acknowledge the United States as the sole and absolute sovereign of all the territory ceded by Great Britain.

This claim, though unintelligible to the savages in its legal aspects, was practically understood by them to be fatal to their independence and territorial rights. Although in a certain degree the border tribes had been defeated in their conflicts with the United States, they still retained sufficient strength and resources to render them formidable antagonists, especially when the numbers and disposition of their adjoining and more remote allies were taken into consideration. The breadth, and boldness of the territorial claims thus asserted by the United States were not long in producing their natural effect. The active and sagacious Brant succeeded in reviving his favorite project of an alliance between the Six Nations and the northwestern tribes. He experienced but little trouble in convening a formidable assemblage of Indians at Huron Village, opposite Detroit, where they held council together from November 28 to December 18, 1786.

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These councils resulted in the presentation of an address to Congress, wherein they expressed an earnest desire for peace, but firmly insisted that all treaties carried on with the United States should be with the general voice of the whole confederacy in the most open manner; that the United States should prevent surveyors and others from crossing the Ohio River; and they proposed a general treaty early in the spring of 1787. This address purported to represent the Five Nations, Hurons, Ottawas, Twichtwees, Shawanese, Chippewas, Cherokees, Delawares, Pottawatomies, and the Wabash Confederates, and was signed with the totem of each tribe.

Such a remonstrance, considering the weakness of the government under the old Articles of Confederation, and the exhausted condition immediately following the Revolution, produced a profound sensation in Congress. That body passed an act providing for the negotiation of a treaty or treaties, and making an appropriation for the purchase and extinguishment of the Indian claim to certain lands. These preparations and appropriations resulted in two treaties made at Fort Harmar, January 9, 1789, one with the Six Nations, and the other with the Wiandot, Delaware, Ottawa, Chippewa, Pottawatima, and Sac Nations, wherein the Indian title of occupancy is clearly acknowledged. That the government so understood and recognized this principle as entering into the text of those treaties is evidenced by a communication bearing date June 15, 1789, from General Knox, then Secretary of War, to President Washington, and which was communicated by the latter on the same day to Congress, in which it is declared that—

The Indians, being the prior occupants, possess the right of soil. It cannot be taken from them, unless by their free consent, or by right of conquest in case of a just war. To dispossess them on any other principle would be a gross violation of the

fundamental laws of nature, and of that distributive justice which is the glory of a nation.

The principle thus outlined and approved by the administration of President Washington, although more than once questioned by interested parties, has almost, if not quite, invariably been sustained by the legal tribunals of the country, at least by the courts of final resort; and the decisions of the Supreme Court of the United States bear consistent testimony to its legal soundness. Several times has this question in different forms appeared before the latter tribunal for adjudication, and in each case has the Indian right been recognized and protected. In 1823, 1831, and 1832, Chief Justice Marshall successively delivered the opinion of the court in important cases involving the Indian status and rights. In the second of these cases (*The Cherokee Nation vs. The State of Georgia*) it was maintained that the Cherokees were a state and had uniformly been treated as such since the settlement of the country; that the numerous treaties made with them by the United States recognized them as a people capable of maintaining the relations of peace and war; of being responsible in their political character for any violation of their engagements, or for any aggression committed on the citizens of the United States by any individual of their community; that the condition of the Indians in their relations to the United States is perhaps unlike that of any other two peoples on the globe; that, in general, nations not owing a common allegiance are foreign to each other, but that the relation of the Indians to the United States is marked by peculiar and cardinal distinctions which exist nowhere else; that the Indians were acknowledged to have an unquestionable right to the lands they occupied until that right should be extinguished by a voluntary cession to our government; that it might well be doubted whether those tribes which reside within the acknowledged boundaries of the United States could with strict accuracy be denominated foreign nations, but that they might more correctly perhaps be denominated domestic dependent nations; that they occupied a territory to which we asserted a title independent of their will, but which only took effect in point of possession when their right of possession ceased.

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The Government of the United States having thus been committed in all of its departments to the recognition of the principle of the Indian right of possession, it becomes not only a subject of interest to the student of history, but of practical value to the official records of the government, that a carefully compiled work should exhibit the boundaries of the several tracts of country which have been acquired from time to time, within the present limits of the United States, by cession or relinquishment from the various Indian tribes, either through the medium of friendly negotiations and just compensation, or as the result of military conquest. Such a work, if accurate, would form the basis of any complete history of the Indian tribes in their relations to, and influence upon the growth and diffusion of our population and civilization. Such a contribution to the historical collections of the country should comprise:

1st. A series of maps of the several States and Territories, on a scale ranging from ten to sixteen miles to an inch, grouped in atlas form, upon which should be delineated in colors the boundary lines of the various tracts of country ceded to the United States from time to time by the different Indian tribes.

2d. An accompanying historical text, not only reciting the substance of the material provisions of the several treaties, but giving a history of the causes leading to them,, as exhibited in contemporaneous official correspondence and other trustworthy data.

3d. A chronologic list of treaties with the various Indian tribes, exhibiting the names of tribes, the date, place where, and person by whom negotiated.

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4th. An alphabetic list of all rivers, lakes, mountains, villages, and other objects or places mentioned in such treaties, together with their location and the names by which they are at present known.

5th. An alphabetic list of the principal rivers, lakes, mountains, and other topographic features in the United States, showing not only their present names but also the various names by which they have from time to time been known since the discovery of America, giving in each case the date and the authority therefor.

INDIAN BOUNDARIES.

The most difficult and laborious feature of the work is that involved under the first of these five subdivisions. The ordinary reader in following the treaty provisions, in which the boundaries of the various cessions are so specifically and minutely laid down, would anticipate but little difficulty in tracing those boundaries upon the modern map. In this he would find himself sadly at fault. In nearly all of the treaties concluded half a century or more ago, wherein cessions of land were made, occur the names of boundary points which are not to be found on any modern map, and which have never been known to people of the present generation living in the vicinity.

In many of the older treaties this is the case with a large proportion of the boundary points mentioned. The identification and exact location of these points thus becomes at once a source of much laborious research. Not unfrequently weeks and even months of time have been consumed, thousands of old maps and many volumes of books examined, and a voluminous correspondence conducted with local historical societies or old settlers, in the effort to ascertain the location of a

single boundary point.

To illustrate this difficulty, the case of "Hawkins' line" may be cited, a boundary line mentioned in the cession by the Cherokees by treaty of October 2, 1798. An examination of more than four thousand old and modern maps and the scanning of more than fifty volumes failed to show its location or to give even the slightest clue to it. A somewhat extended correspondence with numerous persons in Tennessee, including the veteran annalist, Ramsey, also failed to secure the desired information. It was not until months of time had been consumed and probable sources of information had been almost completely exhausted that, through the persevering inquiries of Hon. John M. Lea, of Nashville, Tenn., in conjunction with the present writer's own investigations, the line was satisfactorily identified as being the boundary line mentioned in the Cherokee treaty of July 2, 1791, and described as extending from the North Carolina boundary "north to a point from which a line is to be extended to the river Clinch that shall pass the Holston at the ridge which divides the waters running into Little River from those running into the Tennessee."

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It gained the title of "Hawkins' line" from the fact that a man named Hawkins surveyed it.

That this is not an isolated case, and as an illustration of the number and frequency of changes in local geographical names in this country, it may be remarked that in twenty treaties concluded by the Federal Government with the various Indian tribes prior to the year 1800, in an aggregate of one hundred and twenty objects and places therein recited, seventy-three of them are wholly ignored in the latest edition of Colton's Atlas; and this proportion will hold with but little diminution in the treaties negotiated during the twenty years immediately succeeding that date.

Another and most perplexing question has been the adjustment of the conflicting claims of different tribes of Indians to the same territory. In the earlier days of the Federal period, when the entire country west of the Alleghanies was occupied or controlled by numerous contiguous tribes, whose methods of subsistence involved more or less of nomadic habit, and who possessed large tracts of country then of no greater value than merely to supply the immediate physical wants of the hunter and fisherman, it was not essential to such tribes that a careful line of demarkation should define the limits of their respective territorial claims and jurisdiction. When, however, by reason of treaty negotiations with the United States, with a view to the sale to the latter of a specific area of territory within clearly-defined boundaries, it became essential for the tribe with whom the treaty was being negotiated to make assertion and exhibit satisfactory proof of its possessory title to the country it proposed to sell, much controversy often arose with other adjoining tribes, who claimed all or a portion of the proposed cession. These conflicting claims were sometimes based upon ancient and immemorial occupancy, sometimes upon early or more recent conquest, and sometimes upon a sort of wholesale squatter-sovereignty title whereby a whole tribe, in the course of a sudden and perhaps forced migration, would settle down upon an unoccupied portion of the territory of some less numerous tribe, and by sheer intimidation maintain such occupancy.

In its various purchases from the Indians, the Government of the United States, in seeking to quiet these conflicting territorial claims, have not unfrequently been compelled to accept from two, and even three, different tribes separate relinquishments of their respective rights, titles, and claims to the same section of country. Under such circumstances it can readily be seen, what difficulties would attend a clear exhibition upon a single map of these various coincident and overlapping strips of territory. The State of Illinois affords an excellent illustration. The conflicting cessions in that State may be briefly enumerated as follows:

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1. The cession at the mouth of Chicago River, by treaty of August 3, 1795, was also included within the limits of a subsequent cession made by treaty of August 24, 1816, with the Ottawas, Chippewas, and Pottawatomies.
2. The cession at the mouth of the Illinois River, by treaty of 1795, was overlapped by the Kaskaskia cession of 1803, again by the Sac and Fox cession of 1804, and a third time by the Kickapoo cession of 1819.
3. The cession at "Old Peoria Fort, or village," by treaty of 1795, was also overlapped in like manner with the last preceding one.
4. The cessions of 1795 at Fort Massac and at Great Salt Spring are within the subsequent cession by the Kaskaskias of 1803.
5. The cession of August 13, 1803, by the Kaskaskias, as ratified and enlarged by the Kaskaskias and Peorias September 25, 1818, overlaps the several sessions by previous treaty of 1795 at the mouth of the Illinois River, at Great Salt Spring, at Fort Massac, and at Old Peoria Fort, and is in turn overlapped by subsequent cessions of July 30, and August 30, 1819, by the Kickapoos and by the Pottawatomie cession of October 20, 1832.
6. The Sac and Fox cession of November 3, 1804 (partly in Missouri and Wisconsin) overlaps the cessions of 1795 at the mouth of the Illinois River and at Old Peoria Fort. It is overlapped by two Chippewa, Ottawa, and Pottawatomie cessions of July 29, 1829, the Winnebago cessions of August 1, 1829, and September 1, 1832, and by the Chippewa, Ottawa, and Pottawatomie cession of September 26, 1833.
7. The Piankeshaw cession of December 30, 1805, is overlapped by the Kickapoo cession of 1819.

8. The Ottawa, Chippewa, and Pottawatomie cession of August 24, 1816, overlaps the cession of 1795 around Chicago.

9. The cession of October 2, 1818, by the Pottawatomies (partly in Indiana), is overlapped by the subsequent cession of 1819, by the Kickapoos.

10. The combined cessions of July 30, and August 30, 1819, by the Kickapoos (partly in Indiana), overlap the cessions of 1795 at the mouth of the Illinois River and at Old Fort Peoria; also the Kaskaskia and Peoria cessions of 1803 and 1818, the Piankeshaw cession of 1805, and the Pottawatomie cession of October 2, 1818, and are overlapped by the subsequent Pottawatomie cession of October 20, 1832.

11. Two cessions were made by the Chippewas, Ottawas and Pottawatomies by treaty of July 29, 1829 (partly located in Wisconsin), one of which is entirely and the other largely within the limits of the country previously ceded by the Sacs and Foxes, November 3, 1804.

12. The Winnebago cession of August 1, 1829 (which is partly in Wisconsin), is also wholly within the limits of the aforesaid Sac and Fox cession of 1804.

13. Cession by the Winnebagoes September 15, 1832, which is mostly in the State of Wisconsin and which was also within the limits of the Sac and Fox cession of 1804. [Pg 256]

14. Pottawatomie cession of October 20, 1832, which overlaps the Kaskaskia and Peoria cession of August 13, 1803, as confirmed and enlarged September 25, 1818, and also the Kickapoo cession by treaties of July 30 and August 30, 1819.

From this it will be seen that almost the entire country comprising the present State of Illinois was the subject of controversy in the matter of original ownership, and that the United States, in order fully to extinguish the Indian claim thereto, actually bought it twice, and some portions of it three times. It is proper, however, to add in this connection that where the government at the date of a purchase from one tribe was aware of an existing claim to the same region by another tribe, it had the effect of diminishing the price paid.

ORIGINAL AND SECONDARY CESSIONS.

Another difficulty that has arisen, and one which, in order to avoid confusion, will necessitate the duplication in the atlas of the maps of several States, is the attempt to show not only original, but also secondary cessions of land. The policy followed by the United States for many years in negotiating treaties with the tribes east of the Mississippi River included the purchase of their former possessions and their removal west of that river to reservations set apart for them within the limits of country purchased for that purpose from its original owners, and which were in turn retroceded to the United States by its secondary owners. This has been largely the case in Missouri, Arkansas, Kansas, Nebraska, and Indian Territory. The present State of Kansas, for instance, was for the most part the inheritance of the Kansas and Osage tribes. It was purchased from them by the provisions of the treaties of June 2, 1825, with the Osage, and June 3, 1825, with the Kansas tribe, they, however, reserving in each case a tract sufficiently large for their own use and occupancy. These and subsequent cessions of these two tribes must be shown upon a map of "original cessions."

After securing these large concessions from the Kansas and Osages, the government, in pursuance of the policy above alluded to, sought to secure the removal of the remnant of Ohio, Indiana, and Illinois tribes to this region by granting them, in part consideration for their eastern possessions, reservations therein of size and location suitable to their wishes and necessities. In this way homes were provided for the Wyandots, Delawares, Shawnees, Pottawatomies, Sacs and Foxes of the Mississippi, Kickapoos, the Confederated Kaskaskias, Peorias, Piankeshaws, and Weas, the Ottawas of Blanchard's Fork and Roche de Bœuf, and the Chippewas and Munsees. A few years of occupation again found the advancing white settlements encroaching upon their domain, with the usual accompanying demand for more land. Cessions, first; of a portion and finally of the remnant, of these reservations followed, coupled with the removal of the Indians to Indian Territory. These several reservations and cessions must be indicated upon a map of "secondary cessions."

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Object illustration is much, more striking and effective than mere verbal description. In order, therefore, to secure to the reader the clearest possible understanding of the subject, there is herewith presented as an illustration a map of the State of Indiana, upon which is delineated the boundaries of the different tracts of land within that State ceded to the United States from time to time by treaty with the various Indian tribes.

The cessions are as follows:

No. 1. A tract lying east of a line running from opposite the mouth of Kentucky River, in a northerly direction, to Fort Recovery, in Ohio, and which forms a small portion of the western end of the cession made by the first paragraph of article 3, treaty of August 3, 1795, with the Wyandots, Delawares, Miamis, and nine other tribes. Its boundaries are indicated by scarlet lines. The bulk of the cession is in Ohio.

No. 2. Six miles square at confluence of Saint Mary's and Saint Joseph's Rivers, including Fort Wayne; also ceded by treaty of August 3, 1795, and bounded on the map by scarlet lines.

No. 3. Two miles square on the Wabash, at the end of the Portage of the Miami of the Lake; also ceded by treaty of August 3, 1795, and bounded on the map by scarlet lines.

No. 4. Six miles square at Outatenon, or Old Wea Towns, on the Wabash; also ceded by treaty of August 3, 1795, and bounded on the map by scarlet lines. This tract was subsequently retroceded to the Indians by article 8, treaty of September 30, 1809, and finally included within the Pottawatomie session of October 2, 1818, and the Miami cession of October 6, 1818.

No. 5. Clarke's grant on the Ohio River; stipulated in deed from Virginia to the United States in 1784 to be granted to General George Rogers Clarke and his soldiers. This tract was specially excepted from the limits of the Indian country by treaty of August 3, 1795, and is bounded on the map by scarlet lines.

No. 6. "Post of Vincennes and adjacent country, to which the Indian title has been extinguished." This tract was specially excluded from the limits of the Indian country by treaty of August 3, 1795. Doubt having arisen as to its proper boundaries, they were specifically defined by treaty of June 7, 1803. It is known as the "Vincennes tract"; is partly in Illinois, and is bounded on the map by scarlet lines.

No. 7. Tract ceded by the treaties of August 18, 1804, with the Delawares, and August 27, 1804, with the Piankeshaws. In the southern part of the State, and bounded on the map by green lines. [Pg 258]

No. 8. Cession by the treaty of August 21, 1805, with the Miamis, Eel Rivers, and Weas, in the southeastern part of the State, and designated by blue lines.

No. 9. Cession by treaty of September 30, 1809, with the Miami, Eel River, Delaware, and Pottawatomie tribes, adjoining "Vincennes tract" (No. 9) on the north, and designated by yellow lines. This cession was concurred in by the Weas in the treaty of October 26, 1809.

No. 10. Cession by the same treaty of September 30, 1809; in the southeastern portion of the State; bounded on the map by yellow lines.

No. 11. Cession also by the treaty of September 30, 1809; marked by crimson lines, and partly in Illinois. This cession was conditional upon the consent of the Kickapoos, which was obtained by the treaty with them of December 9, 1809.

No. 12. Cession by the Kickapoos, December 9, 1809, which was subsequently reaffirmed by them June 4, 1816. It was also assented to by the Weas October 2, 1818, and by the Miamis October 6, 1818. It is partly in Illinois, and is bounded on the map by green lines. The Kickapoos also assented to the cession No. 11 by the Miamis *et al.*, of September 30, 1809.

No. 13. Cession by the Wyandots, September 29, 1817. This is mostly in Ohio, and is bounded on the map by yellow lines.

No. 14. Cession by the Pottawatomies, October 2, 1818; partly in Illinois, and is denoted by brown lines. A subsequent treaty of August 30, 1819, with the Kickapoos, cedes a tract of country (No. 16) which overlaps this cession, the overlap being indicated by a dotted blue line.

By the treaty of October 2, 1818, the Weas ceded all the land claimed by them in Ohio, Indiana, and Illinois, except a small reserve on the Wabash River. Their claim was of a general and indefinite character, and is fully covered by more definite cessions by other tribes.

By the treaty of October 3, 1818, the Delawares ceded all their claim to land in Indiana. This claim, which they held in joint tenancy with the Miamis, was located on the waters of White River, and it is included within the tract marked 15, ceded by the Miamis October 6, 1818.

No. 15. Cession by the Miamis, October 6, 1818; bounded on the map by purple lines. Its general boundaries cover all of Central Indiana and a small portion of Western Ohio, but within its limits were included the Wea Reservation of 1818 (No. 17), and six tracts of different dimensions were reserved for the future use of the Miamis [Nos. 21, 29 (30 and 50), (31, 48, 53, and 54), 49, and 51]. The Miamis also assented to the Kickapoo cession of December 9, 1809 (No. 12). The Kickapoos in turn, by treaty of July 30, 1819, relinquished all claim to country southeast of the Wabash, which was an indefinite tract, and is covered by the foregoing Miami cession of 1818.

No. 16. Cession by the Kickapoos, August 30, 1819. This cession is bounded on the map by blue lines, and is largely in Illinois. It overlaps the Pottawatomie cession of October 2, 1818 (No. 14), the overlap being indicated by a dotted blue line. It is inborn overlapped by the Pottawatomie cession (No. 23) of October 26, 1832. [Pg 259]

No. 17. Cession by the Weas, August 11, 1820, of the tract reserved by them October 2, 1818. It is on the Wabash River, in the western part of the State, and is indicated by blue lines. It is within the general limits of the Miami cession (No. 15) of October 6, 1818.

No. 18. Cession of August 29, 1821, by the Ottowas, Chippewas, and Pottawatomies, indicated by green lines, and mostly in Michigan.

No. 19. Cession by the Pottawatomies, by first clause of first article of the treaty of October 16, 1826. It lies north of Wabash River, and is bounded on the map by blue lines. This and an indefinite extent of adjoining country was also claimed by the Miamis, who ceded their claim

thereto October 23, 1826, with the exception of sundry small reservations, four of which [Nos. 26, 27, 32, and 52] were partially or entirely within the general limits of the Pottawatomie.

No. 20. Cession by the last clause of the first article of the Pottawatomie treaty of October 16, 1826; in the northwest corner of the State, and bounded on the map by scarlet lines.

As above stated, the Miamis, by treaty of October 23, 1826, ceded all their claim to land in Indiana lying north and west of the Wabash and Miami (Maumee) Rivers, except six small tribal, and a number of individual reserves and grants. These six tribal, reserves were numbers 23, 27, 32, 52, 25, and 28, the first four of which, as above remarked, were either partially or entirely within the Pottawatomie cession by the first clause of the first article of the treaty of October 16, 1826, and the other two within the Pottawatomie cession of October 27, 1832.

No. 21. Cession by the Eel River Miamis, February 11, 1828, bounded on the map by green lines. This tract is within the general limits of the Miami cession (No. 15) of 1818, and was reserved therefrom.

No. 22. Cession by the second clause of the first article of the Pottawatomie treaty of September 20, 1828, designated by brown lines.

No. 23. Cession by the Pottawatomies, October 26, 1832, is in the northwest portion of the State, and is indicated by yellow lines. Near the southwest corner it overlaps the Kickapoo cession (No. 16) of August 30, 1819. Within the general limits of this cession seven tracts were reserved for different bands of the tribe, which will be found on the map numbered as follows: 33, 34, 39, 40 (two reserves), 41, and 42.

No. 24. Cession by the Pottawatomies of Indiana and Michigan, October 27, 1832, which in terms is a relinquishment of their claim to any remaining lands in the States of Indiana and Illinois, and in the Territory of Michigan south of Grand River. The cession thus made in Indiana is bounded on the map by scarlet lines. Within the general limits of this cession, however, they reserved for the use of various bands of the tribe eleven tracts of different areas, and which are numbered as follows: 35, 36, 37, 38, 43 (two reserves), 44 (two reserves), 45, 46, and 47.

Nos. 25 to 32, inclusive. Cession of October 23, 1834, by the Miamis, of eight small tracts previously reserved to them, all bounded on the map by green lines. These are located as follows: [Pg 260]

No. 25. Tract of thirty-six sections at Flat Belly's village, reserved by treaty of 1826; in townships 33 and 34 north, ranges 7 and 8 east.

No. 26. Tract of five miles in length on the Wabash, extending back to Eel River, reserved by treaty of 1826; in townships 27 and 28 north, ranges 4 and 5 east.

No. 27. Tract of ten sections at Raccoon's Village, reserved by the treaty of 1826; in townships 29 and 30 north, ranges 10 and 11 east.

No. 28. Tract of ten sections on Mud Creek, reserved by the treaty of 1826; in township 28 north, range 4 east. The treaty of October 27, 1832, with the Pottawatomies, established a reserve of sixteen sections for the bands of Ash-kum and Wee-si-o-nas (No. 46), and one of five sections for the band of Wee-sau (No. 47), which overlapped and included nearly all the territory comprised in the Mud Creek reserve.

No. 29. Tract of two miles square on Salamanie River, at the mouth of At-che-pong-quawe Creek, reserved by the treaty of 1818; in township 23 north, ranges 13 and 14 east.

No. 30. A portion of the tract opposite the mouth of Aboutte River, reserved by the treaty of 1818; in townships 29 and 30 north, ranges 10, 11, and 12 east.

No. 31. A portion of the tract known as the "Big Reserve," established by the treaty of 1818; in townships 21 to 27, inclusive, ranges 1 and 2 east.

No. 32. Tract of ten sections at the Forks of the Wabash, reserved by the treaty of 1826. This cession provides for the relinquishment of the Indian title and the issuance of a patent to John B. Richardville therefor. In township 28 north, ranges 8 and 9 east.

No. 33. Cession of December 4, 1834, by Com-o-za's band of Pottawatomies, of a tract of two sections reserved for them on the Tippecanoe River by the treaty of October 26, 1832.

No. 34. Cession of December 10, 1834, by Mau-ke-kose's (Muck-rose) band of Pottawatomies, of six sections reserved to them by the treaty of October 26, 1832; in township 32 north, range 2 east, and bounded on the map by crimson lines.

No. 35. Cession of December 16, 1834, by the Pottawatomies, of two sections reserved by the treaty of October 27, 1832, to include their mills on the Tippecanoe River.

No. 36. Cession of December 17, 1834, by Mota's band of Pottawatomies, of four sections reserved for them by the treaty of October 27, 1832; in townships 32 and 33 north, range 5 east, indicated by blue lines.

No. 37. Cession of March 26, 1836, by Mes-quaw-buck's band of Pottawatomies, of four sections

reserved to them by the treaty of October 27, 1832; in township 33 north, range 6 east, indicated by crimson lines.

No. 38. Cession of March 29, 1836, by Che-case's band of Pottawatomies, of four sections reserved for them by the treaty of October 27, 1832; in townships 32 and 33 north, ranges 5 and 6 east, bounded on the map by yellow lines.

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No. 39. Cession of April 11, 1836, by Aub-ba-naub-bee's band of Pottawatomies, of thirty-six sections reserved for them, by the treaty of October 26, 1832. In townships 31 and 32 north, ranges 1 and 2 east, bounded on the map by blue lines.

No. 40. Cession of April 22, 1836, by the bands of O-kaw-mause, Kee-waw-nee, Nee-boash, and Ma-che-saw (Mat-chis-jaw), of ten sections reserved to them by the Pottawatomie treaty of October 26, 1832.

No. 41. Cession of April 22, 1836, by the bands of Nas-waw-kee (Nees-waugh-gee) and Quash-quaw, of three sections reserved for them by the treaty of October 26, 1832; in township 32 north, range 1 east, bounded on the map by scarlet lines.

No. 42. Cession of August 5, 1836, by the bands of Pee-pin-ah-waw, Mack-kah-tah-mo-may, and No-taw-kah (Pottawatomies), of twenty-two sections reserved for them and the band of Menom-inee (the latter of which does not seem to be mentioned in the treaty of cession), by treaty of October 26, 1832; in township 33 north, ranges 1 and 2 east, bounded on the map by green lines.

No. 43. Cession of September 20, 1836, by the bands of To-i-sas brother Me-mot-way, and Che-quaw-ka-ko, of ten sections reserved for them by the Pottawatomie treaty of October 27, 1832, and cession of September 22, 1836, by Ma-sac's band of Pottawatomies, of four sections reserved for them by the treaty of October 27, 1832; in township 31 north, range 3 east, bounded on the map by crimson lines.

Nos. 44 to 47, inclusive. Cessions of September 23, 1836, by various bands of Pottawatomies, of lands reserved for them by the treaty of 1832 (being all of their remaining lands in Indiana), as follows:

No. 44. Four sections each for the bands of Kin-kash and Men-o-quet; in township 33 north, ranges 5 and 6 east, bounded on the map by crimson lines.

No. 45. Ten sections for the band of Che-chaw-kose; in township 32 north, range 4 east, designated by scarlet lines.

No. 46. Sixteen sections for the bands of Ash-kum and Wee-si-o-nas; in townships 28 and 29 north, range 4 east, bounded on the map by a dotted black line, and overlapping No. 28.

No. 47. Five sections for the band of Wee-sau; in township 28 north, range 4 east, adjoining No. 46, bounded on the map by a dotted black line, and overlapping Nos. 19 and 28.

A cession for the second time is also made by this treaty of the four sections reserved for the band of Mota (No. 35), by the treaty of October 27, 1832.

Nos. 48 to 52, inclusive. Cessions of November 6, 1838, by the Miamis, as follows:

No. 48. A portion of the "Big Reserve," in townships 25, 26, and 27 north, ranges 2, 3, 4, 5, 6, and 7 east, bounded on the map by crimson lines, within the limits of which is reserved a tract for the band of Me-to-sin-ia, numbered 54.

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No. 49. The reservation by the treaty of 1818, on the Wabash River, below the forks thereof; in townships 27 and 28 north, ranges 8 and 9 east, bounded on the map by scarlet lines.

No. 50. The remainder of the tract reserved by the treaty of 1818, opposite the mouth of Abouette River; in townships 28 and 29 north, ranges 10, 11, and 12 east, denoted by crimson lines.

No. 51. The reserve by the treaty of 1818 at the mouth of Flat Rock Creek; in township 27 north, ranges 10 and 11 east, bounded on the map by crimson lines.

No. 52. The reserve at Seek's Village by the treaty of 1826; in townships 31 and 32 north, ranges 9 and 10 east, marked by yellow lines.

No. 53. Cession of November 28, 1840, of the residue of the "Big Reserve" (except the grant to Me-to-sin-ia's band No. 54); in townships 21 to 26 north, ranges 2 to 7 east, designated by yellow lines.

No. 54. By the Miami treaty of November 6, 1838, a reserve of ten miles square was made (out of the general cession) for the band of Me-to-sin-ia. By the treaty of November 28, 1840, the United States agreed to convey this tract to Me-shing-go-me-sia, son of Me-to-sin-ia, in trust for the band.

By act of Congress approved June 10, 1872, this reserve was partitioned among the members of the band, 63 in number, and patents issued to each of them for his or her share. It is in townships

25 and 26 north, ranges 6 and 7 east, and is bounded on the map by green lines.

This ended all Indian tribal title to lands within the State of Indiana.

The results to accrue from the researches contemplated under the 2d, 3d, 4th, and 5th subdivisions of the work suggested have already been outlined with sufficient clearness, and need not be farther elaborated here.

A source of much delay in the collection of facts essential to the completion of the work is the apparent indifference of librarians and others in responding to letters of inquiry. Some, however, have entered most zealously and intelligently into the work of searching musty records and interviewing the traditional "oldest inhabitant" for light on these dark spots. Thanks are especially due in this regard to Hon. John M. Lea, Nashville, Tenn.; William Harden, librarian State Historical Society, Savannah, Ga.; K.A. Linderfelt, librarian Public Library, Milwaukee, Wis.; Dr. John A. Rice, Merton, Wis.; Hon. John Wentworth, Chicago, Ill.; A. Cheesebrough and Hon. J.N. Campbell, of Detroit, Mich.; D.S. Durrie, librarian State Historical Society, Madison, Wis.; H.M. Robinson, Milwaukee, Wis.; Andrew Jackson, Sault Ste. Marie, Mich.; A.W. Rush, Palmyra, Mo.; H.C. Campbell, Centreville, Mich., and others.

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