



TESTIMONY OF CHAIRMAN JOSEPH RUPNICK, CHAIRMAN
PRAIRIE BAND POTAWATOMI NATION
TO
THE U.S. HOUSE OF REPRESENTATIVES
SUBCOMMITTEE ON INDIGENOUS PEOPLES OF THE UNITED STATES
ON
H.R. 8380, THE PRAIRIE BAND POTAWATOMI NATION
SHAB-EH-NAY BAND RESERVATION SETTLEMENT ACT OF 2022

SEPTEMBER 27, 2022

EXHIBITS

Exhibit A

APPENDIX II.

Schedule of claims referred to in the fourth article of the treaty of the 20th September, 1828, with the Pottawatamie Indians.

Sept. 20, 1828.

7 Stat., 603.

Thomas Robb \$200, for goods heretofore sold to the Indians.
 McGeorge \$300, for provisions sold to the Indians.
 Jno. B. Godfroy \$200, for goods heretofore sold to the Indians.
 Jno. P. Hedges \$200, for goods heretofore delivered to the Indians.
 Joseph Allen \$145, for horses stolen from him by the Indians while he was surveying.
 Jean B. Bourre \$700, for goods furnished the Indians, a part of them in relation to this treaty.
 Thomas Forsyth \$200, for goods heretofore sold to the Indians.
 S. Hanna & Co. \$100, for goods heretofore sold to the Indians.
 Gabriel Godfroy, jr., \$500, for goods heretofore sold to the Indians.
 Timothy S. Smith \$100, for goods heretofore sold to the Indians.
 W. G. and G. W. Ewings \$200, for goods heretofore sold to the Indians.
 Joseph Bertrand \$2,000, for goods heretofore sold to the Indians.
 To Eleanor Kinzie and her four children, by the late John Kinzie, \$3,500, in consideration of the attachment of the Indians to her deceased husband, who was long an Indian trader, and who lost a large sum in the trade by the credits given to them, and also by the destruction of his property. The money is in lieu of a tract of land which the Indians gave the late John Kinzie long since, and upon which he lived.
 Robert A. Forsyth \$1,250, in consideration of the debts due from the Indians to his late father, Robert A. Forsyth, who was long a trader among them, and who was assisted by his son, the present R. A. Forsyth. The money is in lieu of a tract of land which the Indians gave to the late R. A. Forsyth, since renewed to the present R. A. Forsyth, upon which both of them heretofore lived.
 Jean B. Compere \$500, for goods heretofore sold to the Indians.
 C. and D. Dousseau \$100, for goods heretofore sold to the Indians.
 P. F. Navarre \$100, for goods heretofore sold to the Indians.
 Francis Paget \$100, for goods heretofore sold to the Indians.
 G. O. Hubbard \$200, for goods heretofore sold to the Indians.
 Alexis Coquillard \$200, for goods heretofore sold to the Indians.
 Amounting, in the whole, to the sum of ten thousand eight hundred and ninety-five dollars.

LEW. CASS,
 PIERRE MENARD.

TREATY WITH THE CHIPPEWA, ETC., 1829.

Articles of a treaty made and concluded at Prairie du Chien, in the Territory of Michigan, between the United States of America, by their Commissioners, General John McNeil, Colonel Pierre Menard, and Caleb Atwater, Esq. and the United Nations of Chippewa, Ottawa, and Potawatamie Indians, of the waters of the Illinois, Milwaukee, and Manitoouck Rivers.

July 29, 1829.

7 Stat., 320.
Proclamation, Jan. 2, 1830.

ARTICLE I.

THE aforesaid nations of Chippewa, Ottawa, and Potawatamie Indians, do hereby cede to the United States aforesaid, all the lands comprehended within the following limits, to wit: Beginning at the Winnebago Village, on Rock river, forty miles from its mouth, and running thence down the Rock river, to a line which runs due west from the most southern bend of Lake Michigan to the Mississippi river, and with that line to the Mississippi river opposite to Rock Island; thence, up that river, to the United States' reservation at the mouth of the Ouisconsin; thence, with the south and east lines of said reservation, to the Ouisconsin river; thence, southerly, passing the heads of the small streams emptying into the Mississippi, to the Rock River aforesaid, at the Winnebago Village, the place of beginning. And, also, one other tract of land, described as follows, to wit: Beginning on the Western Shore of Lake Michigan, at the northeast corner of the field of Antoine Quitmette, who lives near Gross Pointe, about twelve miles north of Chicago; thence, running due west, to the Rock River, aforesaid;

Certain lands ceded
 to United States.

thence, down the said river, to where a line drawn due west from the most southern bend of Lake Michigan crosses said river; thence, east, along said line, to the Fox River of the Illinois; thence, along the northwestern boundary line of the cession of 1816, to Lake Michigan; thence, northwardly, along the Western Shore of said Lake, to the place of beginning.

ARTICLE II.

Consideration there-
for.

In consideration of the aforesaid cessions of land, the United States aforesaid agree to pay to the aforesaid nations of Indians the sum of sixteen thousand dollars, annually, forever, in specie: said sum to be paid at Chicago. And the said United States further agree to cause to be delivered to said nations of Indians, in the month of October next, twelve thousand dollars worth of goods as a present. And it is further agreed, to deliver to said Indians, at Chicago, fifty barrels of salt, annually, forever; and further, the United States agree to make permanent, for the use of the said Indians, the blacksmith's establishment at Chicago.

ARTICLE III.

Certain lands re-
served.

From the cessions aforesaid, there shall be reserved, for the use of the undernamed Chiefs and their bands, the following tracts of land, viz:

For *Wau pon-eh-see*, five sections of land at the Grand Bois, on Fox River of the Illinois, where *Shaytee's* Village now stands.

For *Shab-eh-nay*, two sections at his village near the Paw-paw Grove. For *Awn-kote*, four sections at the village of *Saw-meh-naug*, on the Fox River of the Illinois.

ARTICLE IV.

Certain tracts to be
granted to certain de-
scendants from the In-
dians.

There shall be granted by the United States, to each of the following persons, (being descendants from Indians,) the following tracts of land, viz: To Claude Laframboise, one section of land on the Riviere aux Pleins, adjoining the line of the purchase of 1816.

To François Bourbonné, Jr. one section at the Missionary establishment, on the Fox River of the Illinois. To Alexander Robinson, for himself and children, two sections on the Riviere aux Pleins, above and adjoining the tract herein granted to Claude Laframboise. To Pierre Leclerc, one section at the village of the As-sim-in-eh-Kon, or Paw-paw Grove. To Waish-kee-Shaw, a Potawatamie woman, wife of David Laughton, and to her child, one and a half sections at the old village of Nay-ou-Say, at or near the source of the Riviere aux Sables of the Illinois. To Billy Caldwell, two and a half sections on the Chicago River, above and adjoining the line of the purchase of 1816. To Victoire Pothier, one half section on the Chicago River, above and adjoining the tract of land herein granted to Billy Caldwell. To Jane Miranda, one quarter section on the Chicago River, above and adjoining the tract herein granted to Victoire Pothier. To Madeline, a Potawatamie woman, wife of Joseph Ogee, one section west of and adjoining the tract herein granted to Pierre Leclerc, at the Paw-paw Grove. To Archange Ouilmette, a Potawatamie woman, wife of Antoine Ouilmette, two sections, for herself and her children, on Lake Michigan, south of and adjoining the northern boundary of the cession herein made by the Indians aforesaid to the United States. To Antoine and François Leclerc, one section each, lying on the Mississippi River, north of and adjoining the line drawn due west from the most southern bend of Lake Michigan, where said line strikes the Mississippi River. To Mo-ah-way, one quarter section on the north side of and adjoining the tract herein granted to Waish-Kee-Shaw.

The tracts of land herein stipulated to be granted, shall never be leased or conveyed by the grantees, or their heirs, to any persons whatever, without the permission of the President of the United States.

ARTICLE V.

The United States, at the request of the Indians aforesaid, further agree to pay to the persons named in the schedule annexed to this treaty, the sum of eleven thousand six hundred and one dollars; which sum is in full satisfaction of the claims brought by said persons against said Indians, and by them acknowledged to be justly due.

United States to pay claims against Indians.

ARTICLE VI.

And it is further agreed, that the United [States] shall, at their own expense, cause to be surveyed, the northern boundary line of the cession herein made, from Lake Michigan to the Rock River, as soon as practicable after the ratification of this treaty, and shall also cause good and sufficient marks and mounds to be established on said line.

United States to survey boundary line of cession.

ARTICLE VII.

The right to hunt on the lands herein ceded, so long as the same shall remain the property of the United States, is hereby secured to the nations who are parties to this treaty.

Right to hunt reserved.

ARTICLE VIII.

This treaty shall take effect and be obligatory on the contracting parties, as soon as the same shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof.

Treaty binding when ratified.

In testimony whereof, the said John McNeil, Pierre Menard, and Caleb Atwater, commissioners as aforesaid, and the chiefs and warriors of the said Chippewa, Ottawa, and Potawatamie nations, have hereunto set their hands and seals, at Prairie du Chein, as aforesaid, this twenty-ninth day of July, in the year of our Lord one thousand eight hundred and twenty-nine.

John McNeil,	[L. s.]	Pooh-kin-eh-naw, his x mark,	[L. s.]
Pierre Menard,	[L. s.]	Waw-kay-zo, his x mark,	[L. s.]
Caleb Atwater,	[L. s.]	Sou-ka-mock, his x mark,	[L. s.]
Commissioners.		Chee-chee-pin-quay, his x mark,	[L. s.]
Sin-eh-pay-nim, his x mark,	[L. s.]	Man-eh-bo-zo, his x mark,	[L. s.]
Kawb-suk-we, his x mark,	[L. s.]	Shah-way-ne-be-nay, his x mark,	[L. s.]
Wau-pon-eh-see, his x mark,	[L. s.]	Kaw-kee, his x mark,	[L. s.]
Naw-geh-say, his x mark,	[L. s.]	To-rum, his x mark,	[L. s.]
Shaw-a-nay-see, his x mark,	[L. s.]	Nah-yah-to-shuk, his x mark,	[L. s.]
Naw-geh-to-nuk, his x mark,	[L. s.]	Mee-chee-kee-wis, his x mark,	[L. s.]
Meek-say-mauk, his x mark,	[L. s.]	Es-kaw-bey-wis, his x mark,	[L. s.]
Kaw-gaw-gay-shec, his x mark,	[L. s.]	Wau-pay-kay, his x mark,	[L. s.]
Maw-geh-set, his x mark,	[L. s.]	Michel, his x mark,	[L. s.]
Meck-eh-so, his x mark,	[L. s.]	Nee-kon-guni, his x mark,	[L. s.]
Awn-kote, his x mark,	[L. s.]	Mes-quaw-be-no-quay, her x mark,	[L. s.]
Shuk-eh-nay-buk, his x mark,	[L. s.]	Pe-i-tum, her x mark,	[L. s.]
Sho-men, his x mark,	[L. s.]	Kay-wau, her x mark,	[L. s.]
Nay-a-mush, his x mark,	[L. s.]	Wau-kaw-ou-say, her x mark,	[L. s.]
Pat-eh-ko-zuk, his x mark,	[L. s.]	Shem-naw, her x mark.	[L. s.]
Mash-kak-suk, his x mark,	[L. s.]		

In presence of—

Charles Hempstead, secretary to the commission,
 Alex. Wolcott, Indian agent,
 Jos. M. Street, Indian agent,
 Thomas Forsyth, Indian agent,

Z. Taylor, Lieutenant-Colonel U. S. Army,
 John H. Kinzie, subagent Indian affairs,
 R. B. Mason, captain, First Infantry,
 John Garland, major, U. S. Army,
 H. Dodge,

TREATY WITH THE WINNEBAGO, 1829.

A. Hill,
Henry Gratiot,
Richard Gentry,
John Messersmith,
Wm. P. Smith,
C. Chouteau,
James Turney,

Jesse Benton, Jr.,
J. L. Bogardus,
Antoine Le' Claire, Indian interpreter,
Jon. W. B. Mette, Indian interpreter,
Sogee,
John W. Johnson.

July 29, 1829.
7 Stat., 604.

Schedule of claims and debts to be paid by the United States for the Chippewa, Ottawa, and Pottawatamie Indians, under the fifth article of the treaty of the 29th July, 1829, with said tribe.

To Francis Laframboise, for a canoe-load of merchandise taken by the Chippewa and Ottowata Indians of Chab-way-way-gun and the neighboring villages, while frozen up in the lake in the winter of the year 1799, two thousand dollars.....	\$2,000 00
To Antoine Ouilmett, for depredations committed on him by the Indians at the time of the massacre of Chicago and during the war, eight hundred dollars.....	800 00
To the heirs of the late John Kinzie, of Chicago, for depredations committed on him at the time of the massacre of Chicago and at St. Joseph's, during the winter of 1812, three thousand five hundred dollars.....	3,500 00
To Margaret Helm, for losses sustained at the time of the capture of Fort Dearborn, in 1812, by the Indians, eight hundred dollars.....	800 00
To the American Fur Company, for debts owed to them by the United Tribes of Chippewas, Ottowas, and Pottawatamies, three thousand dollars.....	3,000 00
To Bernardus Laughton, for debts owed to him by same tribes, ten hundred and sixteen dollars.....	1,016 00
To James Kinzie, for debts owed to him by same, four hundred and eighty-five dollars.....	485 00
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	\$11,601 00

TREATY WITH THE WINNEBAGO, 1829.

Aug. 1, 1829.
7 Stat., 323.
Proclamation, Jan.
2, 1830.

Articles of a treaty made and concluded at the Village of Prairie du Chien, Michigan Territory, on this first day of August, in the year one thousand eight hundred and twenty-nine, between the United States of America, by their Commissioners, General John M'Neil, Colonel Pierre Menard, and Caleb Atwater, Esq., for and on behalf of said States, of the one part, and the Nation of Winnebago Indians of the other part.

ARTICLE I.

Certain lands ceded
to United States.

THE said Winnebago nation hereby, forever, cede and relinquish to the said United States, all their right, title, and claim, to the lands and country contained within the following limits and boundaries, to wit: beginning on Rock River, at the mouth of the *Pee-kee-tau-no* or *Pee-kee-tol-a-ka*, a branch thereof; thence, up the *Pee-kee-tol-a-ka*, to the mouth of Sugar Creek; thence, up the said creek, to the source of the Eastern branch thereof; thence, by a line running due North, to the road leading from the Eastern blue mound, by the most Northern of the four lakes, to the portage of the Wisconsin and Fox rivers; thence, along the said road, to the crossing of Duck Creek; thence, by a line running in a direct course to the most Southeasterly bend of Lake Puck-a-way, on Fox River; thence, up said Lake and Fox River, to the Portage of the Wisconsin; thence, across said portage, to the Wisconsin river; thence, down said river, to the Eastern line of the United States' reservation at the mouth of said river, on the south side thereof, as described in the second article of the treaty made at St. Louis, on the twenty-fourth day of August, in the year eighteen hundred and sixteen, with the Chippewas, Ottawas, and Potawata-

Exhibit B

TREATY WITH THE CHIPPEWA, ETC., 1833.

Sept. 26, 1833.

7 Stat., 431.
Proclamation, Feb.
21, 1835.See supplementary
articles, post, 410.

Articles of a treaty made at Chicago, in the State of Illinois, on the twenty-sixth day of September, in the year of our Lord one thousand eight hundred and thirty-three, between George B. Porter, Thomas J. V. Owen and William Weatherford, Commissioners on the part of the United States of the one part, and the United Nation of Chippewa, Ottawa and Potawatamie Indians of the other part, being fully represented by the Chiefs and Head-men whose names are hereunto subscribed—which Treaty is in the following words, to wit:

Lands ceded to
United States.

ARTICLE 1st.—The said United Nation of Chippewa, Ottawa, and Potawatamie Indians, cede to the United States all their land, along the western shore of Lake Michigan, and between this Lake and the land ceded to the United States by the Winnebago nation, at the treaty of Fort Armstrong made on the 15th September 1832—bounded on the north by the country lately ceded by the Menominees, and on the south by the country ceded at the treaty of Prairie du Chien made on the 29th July 1829—supposed to contain about five millions of acres.

Lands west of the
Mississippi assigned to
the Indians.

ARTICLE 2d—In part consideration of the above cession it is hereby agreed, that the United States shall grant to the said United Nation of Indians to be held as other Indian lands are held which have lately been assigned to emigrating Indians, a tract of country west of the Mississippi river, to be assigned to them by the President of the United States—to be not less in quantity than five millions of acres, and to be located as follows: beginning at the mouth of Boyer's river on the east side of the Missouri river, thence down the said river to the mouth of Naudoway river, thence due east to the west line of the State of Missouri, thence along the said State line to the northwest corner of the State, thence east along the said State line to the point where it is intersected by the western boundary line of the Sacs and Foxes—thence north along the said line of the Sacs and Foxes, so far as that when a straight line shall be run therefrom to the mouth of Boyer's river (the place of beginning) it shall include five millions of acres. And as it is the wish of the Government of the United States that the said nation of Indians should remove to the country thus assigned to them as soon as conveniently can be done; and it is deemed advisable on the part of their Chiefs and Headmen that a deputation should visit the said country west of the Mississippi and thus be assured that full justice has been done, it is hereby stipulated that the United States will defray the expenses of such deputation, to consist of not more than fifty persons, to be accompanied by not more than five individuals to be nominated by themselves, and the whole to be under the general direction of such officer of the United States Government as has been or shall be designated for the purpose.—And it is further agreed that as fast as the said Indians shall be prepared to emigrate, they shall be removed at the expense of the United States, and shall receive subsistence while upon the journey, and for one year after their arrival at their new homes.—It being understood, that the said Indians are to remove from all that part of the land now ceded, which is within the State of Illinois, immediately on the ratification of this treaty, but to be permitted to retain possession of the country north of the boundary line of the said State, for the term of three years, without molestation or interruption and under the protection of the laws of the United States.

Moneys to be paid
by United States.

ARTICLE 3d—And in further consideration of the above cession, it is agreed, that there shall be paid by the United States the sums of money hereinafter mentioned: to wit.

One hundred thousand dollars to satisfy sundry individuals, in behalf of whom reservations were asked, which the Commissioners refused to grant: and also to indemnify the Chippewa tribe who are parties to

this treaty for certain lands along the shore of Lake Michigan, to which they make claim, which have been ceded to the United States by the Menominee Indians—the manner in which the same is to be paid is set forth in Schedule “A” hereunto annexed.

One hundred and fifty thousand dollars to satisfy the claims made against the said United Nation which they have here admitted to be justly due, and directed to be paid, according to Schedule “B” hereunto annexed.

One hundred thousand dollars to be paid in goods and provisions, a part to be delivered on the signing of this treaty and the residue during the ensuing year.

Two hundred and eighty thousand dollars to be paid in annuities of fourteen thousand dollars a year, for twenty years.

One hundred and fifty thousand dollars to be applied to the erection of mills, farm houses, Indian houses and blacksmith shops, to agricultural improvements, to the purchase of agricultural implements and stock, and for the support of such physicians, millers, farmers, blacksmiths and other mechanics, as the President of the United States shall think proper to appoint.

Seventy thousand dollars for purposes of education and the encouragement of the domestic arts, to be applied in such manner, as the President of the United States may direct.—[The wish of the Indians being expressed to the Commissioners as follows: The united nation of Chippewa, Ottawa and Potawatamie Indians being desirous to create a perpetual fund for the purposes of education and the encouragement of the domestic arts, wish to invest the sum of seventy thousand dollars in some safe stock, the interest of which only is to be applied as may be necessary for the above purposes. They therefore request the President of the United States, to make such investment for the nation as he may think best. If however, at any time hereafter, the said nation shall have made such advancement in civilization and have become so enlightened as in the opinion of the President and Senate of the United States they shall be capable of managing so large a fund with safety they may withdraw the whole or any part of it.]

Fund for the purposes of education, etc.

Four hundred dollars a year to be paid to Billy Caldwell, and three hundred dollars a year, to be paid to Alexander Robinson, for life, in addition to the annuities already granted them—Two hundred dollars a year to be paid to Joseph Lafromboise and two hundred dollars a year to be paid to Shabehnay, for life.

Annuities.

Two thousand dollars to be paid to Wau-pon-eh-see and his band, and fifteen hundred dollars to Awn-kote and his band, as the consideration for nine sections of land, granted to them by the 3d Article of the Treaty of Prairie du Chien of the 29th of July 1829 which are hereby assigned and surrendered to the United States.

Payments for sections of land.

ARTICLE 4th.—A just proportion of the annuity money, secured as well by former treaties as the present, shall be paid west of the Mississippi to such portion of the nation as shall have removed thither during the ensuing three years.—After which time, the whole amount of the annuities shall be paid at their location west of the Mississippi.

Where annuities shall be paid.

ARTICLE 5th.—[Stricken out.]

This treaty after the same shall have been ratified by the President and Senate of the United States, shall be binding on the contracting parties.

Treaty binding when ratified.

In testimony whereof, the said George B. Porter, Thomas J. V. Owen, and William Weatherford, and the undersigned chiefs and head men of the said nation of Indians, have hereunto set their hands at Chicago, the said day and year.

G. B. Porter,
Th. J. V. Owen,
William Weatherford,
To-pen-e-bee, his x mark,

Sau-ko-noek,
Che-che-bin-quay, his x mark,
Joseph, his x mark,
Wah-mix-i-co, his x mark,

Ob-wa-qua-unk, his x mark,	Sen-e-bau-um, his x mark,
N-saw-way-quet, his x mark,	Puk-won, his x mark,
Puk-quech-a-min-nee, his x mark,	Wa-be-no-say, his x mark,
Nah-che-wine, his x mark,	Mon-tou-ish, his x mark,
Ke-wase, his x mark,	No-nee, his x mark,
Wah-bou-seh, his x mark,	Mas-quat, his x mark,
Mang-e-sett, his x mark,	Sho-min, his x mark,
Caw-we-saut, his x mark,	Ah-take, his x mark,
Ah-be-te-ke-zhic, his x mark,	He-me-nah-wah, his x mark,
Pat-e-go-shuc, his x mark,	Che-pec-co-quah, his x mark,
E-to-wow-cote, his x mark,	Mis-quab-o-no-quah, his x mark,
Shim-e-nah, his x mark,	Wah-be-Kai, his x mark,
O-chee-pwaise, his x mark,	Ma-ca-ta-ke-shic, his x mark,
Ce-nah-ge-win, his x mark,	Sho-min, (2d.) his x mark,
Shaw-waw-nas-see, his x mark,	She-mah-gah, his x mark,
Shab-eh-nay, his x mark,	O'ke-mah-wah-ba-see, his x mark,
Mac-a-ta-o-shic, his x mark,	Na-mash, his x mark,
Squah-ke-zic, his x mark,	Shab-y-a-tuk, his x mark,
Mah-che-o-tah-way, his x mark,	Ah-cah-o-mah, his x mark,
Cha-ke-te-ah, his x mark,	Quah-quah, tah, his x mark,
Me-am-ese, his x mark,	Ah-sag-a-mish-cum, his x mark,
Shay-tee, his x mark,	Pa-mob-a-mee, his x mark,
Kee-new, his x mark,	Nay-o-say, his x mark,
Ne-bay-noc-scum, his x mark,	Ce-tah-quah, his x mark,
Naw-bay-caw, his x mark,	Ce-ku-tay, his x mark,
O'Kee-mase, his x mark,	Sauk-ee, his x mark,
Saw-o-tup, his x mark,	Ah-quee-wee, his x mark,
Me-tai-way, his x mark,	Ta-cau-ko, his x mark,
Na-ma-ta-way-shuc, his x mark,	Me-shim-e-nah, his x mark,
Shaw-waw-nuk-wuk, his x mark,	Wah-sus-kuk, his x mark,
Nah-che-wah, his x mark,	Pe-nay-o-cat, his x mark,
Sho-bon-nier, his x mark,	Pay-maw-suc, his x mark,
Me-nuk-quet, his x mark,	Pe-she-ka, his x mark,
Chis-in-ke-bah, his x mark,	Shaw-we-mon-e-tay, his x mark,
Mix-e-maung, his x mark,	Ah-be-nab, his x mark,
Nah-bwait, his x mark,	Sau-sau-quas-see, his x mark.

In presence of—

Wm. Lee D. Ewing, secretary to commis- sion,	Daniel Jackson, of New York,
E. A. Brush,	Jno. H. Kinzie,
Luther Rice, interpreter,	Robt. A. Kinzie,
James Conner, interpreter,	G. S. Hubbard,
John T. Schermerhorn, commissioner, etc. west,	J. C. Schwarz, adjutant general M. M.
A. C. Pepper, S. A. R. P.	Jn. B. Beaubrier,
Gho. Kercheval, sub-agent,	James Kinzie,
Geo. Bender, major, Fifth Regiment In- fantry,	Jacob Beeson,
D. Wilcox, captain, Fifth Regiment,	Saml. Humes Porter,
J. M. Baxley, captain, Fifth Infantry,	Andw. Porter,
R. A. Forsyth, U. S. Army,	Gabriel Godfroy,
L. T. Jamison, lieutenant, U. S. Army,	A. H. Arndt,
E. K. Smith, lieutenant, Fifth Infantry,	Laurie Marsh,
P. Maxwell, assistant surgeon,	Joseph Chaunier,
J. Allen, lieutenant, Fifth Infantry,	John Watkins,
I. P. Simonton, lieutenant, U. S. Army,	B. B. Kercheval,
George F. Turner, assistant surgeon, U. S. Army,	Jas. W. Berry,
Richd. J. Hamilton,	Wm. French,
Robert Stuart,	Thomas Forsyth,
Jona. McCarty,	Pierre Menard, Fils,
	Edmd. Roberts,
	Geo. Hunt,
	Isaac Nash.

SCHEDULE "A."

(Referred to in the Treaty, containing the sums payable to Individuals in lieu of Reservations.)

	Dollars.
Jesse Walker	1500
Henry Cleveland	800
Rachel Hall	600
Sylvia Hall	600
Joseph Laframboise and children	1000

Dollars.

Victoire Porthier and her children	700
Jean Bt. Miranda	300
Jane Miranda } For each of whom John {	200
Rosetta Miranda } H. Kinzie is Trustee {	300
Thomas Miranda }	400
Alexander Muller, Gholson Kercheval, trustee	800
Paschal Muller, do. do.	800
Margaret Muller	200
Socra Muller	200
Angelique Chevalier	200
Josette Chevallier	200
Joseph Chevalier	400
Fanny Leclare (Captain David Hunter, Trustee)	400
Daniel Bourassa's children	600
Nancy Contraman } For each of whom J. B {	600
Sally Contraman } Campbell is Trustee {	
Betsey Contraman }	
Alexis Laframboise	800
Alexis Laframbois' children	1200
Mrs. Mann's children	600
Mrs. Mann (daughter of Antoine Ouilmet)	400
Geo. Turkey's children (Fourtier) Th. J. V. Owen Trustee	500
Jacques Chapeau's children do. do.	600
Antonie Roscum's children	750
Francois Burbonnais' Senrs. children	400
Francis Burbonnais' Jnr. children	300
John Bt. Cloutier's children, (Robert A. Kinsie Trustee)	600
Claude Lafromboise's children	300
Antoine Ouilmet's children	200
Josette Ouilmot (John H. Kinzie, Trustee)	200
Mrs. Welsh (daughter of Antoine Ouilmet)	200
Alexander Robinson's children	400
Billy Caldwell's children	600
Mo-ah-way	200
Medare B. Beaubien	300
Charles H. Beaubien	300
John K. Clark's Indian children, (Richard J. Hamilton, Trustee)	400
Josette Juno and her children	1000
Angelique Juno	300
Josette Beaubien's children	1000
Mah-go-que's child (James Kinzie, Trustee)	300
Esther, Rosene and Eleanor Bailly	500
Sophia, Hortense and Therese Bailly	1000
Rosa and Mary children of Hoo-mo-ni-gah wife of Stephen Mack	600
Jean Bt. Rabbu's children	400
Francis Chevallier's children	800
Mrs. Nancy Jamison and child	800
Co-pah, son of Archange	250
Martha Burnett (R. A. Forsyth, Trustee)	1000
Isadore Chabert's child (G. S. Hubbard Trustee)	400
Chee-bee-quai or Mrs. Allen	500
Luther Rice and children	2500
John Jones	1000
Pierre Corbonno's Children	800
Pierre Chalipeaux's children	1000
Phœbe Treat and children	1000
Robert Forsyth of St. Louis Mo	500
Alexander Robinson	5000
Billy Caldwell	5000
Joseph Laframboise	3000
Nis noan see (B. B. Kercheval Trustee)	200
Margaret Hall	1000
James, William, David and Sarah children of Margaret Hall	3200
Margaret Ellen Miller, Mont- } for each of whom Richard {	800
gomery Miller and Finly } J. Hamilton of Chicago is {	
Miller, grandchildren of } Trustee {	
Margaret Hall. }	
Jean Letendre's children	200
Bernard Grignon	100
Josette Polier	100
Joseph Vieux, Jacques Vieux, Louis Vieux, and Josette Vieux each \$100.	400
Angelique Hardwick's children	1800
Joseph Bourassa and Mark Bourassa	200
Jude Bourassa and Therese Bourassa	200

TREATY WITH THE CHIPPEWA, ETC., 1833.

	Dollars.
Stephen Bourassa and Gabriel Bourassa.....	200
Alexander Bourassa and James Bourassa.....	200
Elai Bourassa and Jerome Bourassa.....	200
M. D. Bourassa.....	100
Ann Rice and her Son William M. Rice and Nephew John Leib.....	1000
Agate Biddle and her children.....	900
Magdaline Laframboise and her son.....	400
Therese Schandler.....	200
Joseph Dailly's son and daughter Robert and Therese.....	500
Therese Lawe and George Lawe.....	200
David Lawe and Rachel Lawe.....	200
Rebecca Lawe and Maria Lawe.....	200
Polly Lawe and Jane Lawe.....	200
Appotone Lawe.....	100
Angelique Vieux and Amable Vieux.....	200
Andre Vieux and Nicholas Vieux.....	200
Pierre Vieux and Maria Vieux.....	200
Madaline Thibeault.....	100
Paul Vieux and Joseph Vieux.....	200
Susanne Vieux.....	100
Louis Grignon and his son Paul.....	200
Paul Grignon Sen'r. and Amable Grignon.....	200
Perish and Robert Grignon.....	200
Catist Grignon and Elizabeth Grignon.....	200
Ursal Grignon and Charlotte Grignon.....	200
Louise Grignon and Rachel Grignon.....	200
Agate Porlier and George Grignon.....	200
Amable Grignon and Emily Grignon.....	200
Therese Grignon and Simon Grignon.....	200
William Burnett (B. B. Kercheval Trustee).....	1000
Shan-na-nees.....	400
Josette Beaubien.....	500
For the Chippewa, Ottawa, and Potawatamie Students at the Choctaw } Academy. The Hon. R. M. Johnson to be the Trustee. }	5000
James and Richard J. Connor.....	700
Pierre Duverney and Children.....	300
Joshua Boyd's Children (Geo. Boyd Esq to be the Trustee.).....	500
Joseph Bailly.....	4000
R. A. Forsyth.....	3000
Gabriel Godfroy.....	2420
Thomas R. Covill.....	1300
George Hunt.....	750
James Kinzie.....	5000
Joseph Chaunier.....	550
John and Mark Noble.....	180
Alexis Provansalle.....	100
One hundred thousand dollars.....	\$100,000

SCHEDULE "B."

(Referred to in the treaty containing the sums payable to individuals, on claims admitted to be justly due, and directed to be paid.)
[See Second Amendment, at end of this treaty.]

	Dollars.
Brewster Hogan & Co.....	343
John S. C. Hogan.....	50
Frederick H. Contraman.....	200
Brookfield & Bertrand.....	100
R. E. Heacock.....	100
George W. McClure, U. S. A.....	125
David McKee.....	180
Oliver Emmell.....	300
George Hollenbeck.....	100
Martha Gray.....	78
Charles Taylor.....	187
Joseph Naper.....	71
John Mann.....	200
James Walker.....	200
John Blackstone.....	100

	Dollars.
Harris & McCord.....	175
George W. Dole.....	133
George Haverhill.....	60
William Whistler, U. S. A.....	1000
Squire Thompson.....	100
C. C. Trowbridge.....	2000
Louis Druillard.....	350
Abraham Francis.....	25
D. R. Bearss & Co.....	250
Dr. E. Winslow.....	150
Nicholas Klinger.....	77
Joseph Porthier.....	200
Clark Hollenbeck.....	50
Henry Enslin.....	75
Robert A. Kinzie.....	1216
Joseph Ogie.....	200
Thomas Hartzell.....	400
Calvin Britain.....	46
Benjamin Fry.....	400
Pierre F. Navarre.....	100
C. H. Chapman.....	30
James Kinzie.....	300
G. S. Hubbard.....	125
Jacque Jenveaux.....	150
John B. Du Charme.....	55
John Wright.....	15
James Galloway.....	200
William Marquis.....	150
Louis Chevalier, Adm'r of J. B. Chevalier dec'd.....	112
Solomon McCullough.....	100
Joseph Curtis.....	50
Edward E. Hunter.....	90
Rachel Legg.....	25
Peter Lamseet.....	100
Robert Beresford.....	200
G. W. & W. Laird.....	150
M. B. Beaubien.....	440
Jeduthan Smith.....	60
Edmund Weed.....	100
Philip Maxwell, U. S. A.....	35
Henry Gratiot.....	116
Tyler K. Blodgett.....	50
Nehemiah King.....	125
S. P. Brady.....	188
James Harrington.....	68
Samuel Ellice.....	50
Peter Menard, Maumee.....	500
John W. Anderson.....	350
David Bailey.....	50
Wm. G. Knaggs.....	100
John Hively.....	150
John B. Bertrand, Sen'r.....	50
Robert A. Forsyth.....	3000
Maria Kercheval.....	3000
Alice Hunt.....	3000
Jane C. Forsyth.....	3000
John H. Kinzie.....	5000
Ellen M. Wolcott.....	5000
Maria Hunter.....	5000
Robert A. Kinzie.....	5000
Samuel Godfroy.....	120
John E. Schwarz.....	4800
Joseph Loranger.....	5000
H. B. and G. W. Hoffman.....	358
Phelps & Wendell.....	660
Henry Johns.....	270
Benjamin C. Hoyt.....	20
John H. Kinzie, in trust for the heirs of Jos. Miranda, dec'd.....	250
Francis Bourbonnais, Senr.....	500
Francis Bourbonnais, junr.....	200
R. A. Forsyth, in trust for Catherine McKenzie.....	1000
James Laird.....	50
Montgomery Evans.....	250
Joseph Bertrand, jr.....	300

TREATY WITH THE CHIPPEWA, ETC., 1833.

	Dollars.
George Hunt.....	900
Benjamin Sherman.....	150
W. and F. Brewster, Assignees of Joseph Bertrand, Senr.....	700
John Forsyth, in trust for the heirs of Charles Peltier, dec'd.....	900
William Hazard.....	30
James Shirley.....	125
Jacob Platter.....	25
John B. Bourie.....	2500
B. B. Kercheval.....	1500
Charles Lucier.....	75
Mark Beaubien.....	500
Catharine Stewart.....	82
Francis Mouton.....	200
Dr. William Brown.....	40
R. A. Forsyth, in trust for he rs of Charles Guion.....	200
Joseph Bertrand, Senr.....	652
Moses Rice.....	800
James Connor.....	2250
John B. Du Charme.....	250
Coquillard & Comparet.....	5000
Richard J. Hamilton.....	500
Adolphus Chapin.....	80
John Dixon.....	140
Wm. Huff.....	81
Stephen Mack, in trust for the heirs of Stephen Mack, dec'd.....	500
Thomas Forsyth.....	1500
Felix Fontaine.....	200
Jacque Mette.....	200
Francis Boucher.....	250
Margaret Helm.....	2000
O. P. Lacy.....	1000
Henry and Richard J. Connor.....	1500
James W. Craig.....	50
R. A. Forsyth (Maumee).....	1300
Antoine Peltier do.....	200
R. A. Forsyth, in trust for Wau-se-on-o-quet.....	300
John E. Hunt.....	1450
Payne C. Parker.....	70
Isaac Hull.....	1000
Foreman Evans.....	32
Horatio N. Curtis.....	300
Ica Rice.....	250
Thomas P. Quick.....	35
George B. Woodcox.....	60
John Woodcox.....	40
George B. Knaggs.....	1400
Ebenezer Read.....	100
George Pomeroy.....	150
Thomas K. Green.....	70
William Mieuse, in trust for Willis Fellows.....	500
Z. Cicott.....	1800
John Johnson.....	100
Antoine Antilla.....	100
John Baldwin.....	500
Isaac G. Bailey.....	100
James Cowen.....	35
Joseph D. Lane.....	50
T. E. Phelps.....	250
Edmund Roberts.....	50
Augustus Bona.....	60
E. C. Winter & Co.....	1850
Charles W. Ewing.....	200
Antoine Ouilmett.....	800
John Bt. Chandonai, (\$1000 of this sum to be paid to Robert Stuart, agent of American Fur Company, by the particular request of Jno. B. Chandonai.).....	2500
Lowrin Marsh.....	3290
P. & J. J. Godfroy.....	2000
David Hull.....	500
Andrew Drouillard.....	500
Jacob Beeson & Co.....	220
Jacob Beeson.....	900
John Anderson.....	600
John Green.....	100
James B. Campbell.....	600

	Dollars.
Pierre Menard, Jun. in right of G. W. Campbell	250
George E. Walker.....	1000
Joseph Thebault.....	50
Gideon Lowe, U. S. A.....	160
Pierre Menard, Jun.....	2000
John Tharp.....	45
Pierre Menard, Junr. in trust for Marie Tremblé	500
Henry B. Stillman.....	300
John Hamblin.....	500
Francois Pagé.....	100
George Brooks.....	20
Franklin McMillan.....	100
Lorance Shellhouse.....	30
Martin G. Shellhouse.....	35
Peter Bellair.....	150
Joseph Morass.....	200
John I. Wendell.....	2000
A. T. Hatch.....	300
Stephen Downing.....	100
Samuel Miller.....	100
Moses Hardwick.....	75
Margaret May.....	400
Frances Felix.....	1100
John B. Bourie.....	500
Harriet Ewing.....	500
Nancy Hedges.....	500
David Bourie.....	500
Caroline Ferry.....	500
Bowrie & Minie.....	500
Charles Minie.....	600
Francis Minie.....	700
David Bourie.....	150
Henry Ossum Reed.....	200
Françoise Bezion.....	2500
Dominique Rousseau.....	500
Hanna & Taylor.....	1570
John P. Hedges.....	1000
Francoise Chobare.....	1000
Isadore Chobare.....	600
Jacob Leephart.....	700
Amos Amsden.....	400
Nicholas Boilvin.....	350
Archibald Clyburn.....	200
William Conner (Michigan).....	70
Tunis S. Wendall.....	500
Noel Vasseur.....	800
James Abbott, agent of the American Fur Company.....	2300
Robert Stewart, agent of the American Fur Company.....	17000
Solomon Jauneau.....	2100
John Bt. Beaubien.....	250
Stephen Mack, Jnr.....	350
John Lawe.....	3000
Alexis Larose.....	1000
Daniel Whitney.....	1350
P. & A. Grignon.....	650
Louis Grignon.....	2000
Jacques Vieux.....	2000
Laframboise & Bourassa.....	1300
Heirs of N. Boilvin, deceased.....	1000
John K. Clark.....	400
William G. & G. W. Ewing.....	5000
Rufus Hitchcock.....	400
Reed and Coons.....	200
B. H. Loughton.....	1000
Rufus Downing.....	500
Charles Reed.....	200

One hundred and seventy-five thousand dollars \$175,000

The above claims have been admitted and directed to be paid, only in case they be accepted in full of all claims and demands up to the present date.

G. B. Porter,
Th. J. V. Owen,
William Weatherford.

Sept. 27, 1833.
Goods purchased
and delivered.

Agreeably to the stipulations contained in the 3d Article of the Treaty, there have been purchased and delivered at the request of the Indians, goods, provisions and horses to the amount of sixty-five thousand dollars (leaving the balance to be supplied in the year one thousand eight hundred and thirty-four, thirty-five thousand dollars.)

As evidence of the purchase and delivery as aforesaid under the direction of the said Commissioners, and that the whole of the same have been received by the said Indians, the said George B. Porter, Thomas J. V. Owen and William Weatherford, and the undersigned Chiefs and Head-men on behalf of the said United Nation of Indians have hereunto set their hands the twenty-seventh day of September in the year of our Lord one thousand eight hundred and thirty-three.

G. B. Porter,
Th. J. V. Owen,
William Weatherford,
Jo-pen-e-bee, his x mark,
We-saw, his x mark,
Ne-kaw-nosh-kee, his x mark,
Wai-saw-o-ke-ne-aw, his x mark,
Ne-see-waw-bee-tuck, his x mark,
Kai-kaw-tai-mon, his x mark,
Saw-ko-nosh,

Tshee-Tshee-chin-be-quay, his x mark,
Joseph, his x mark,
Shab-e-nai, his x mark,
Ah-be-te-ke-zhic, his x mark,
E-to-won-cote, his x mark,
Shab-y-a-tuk, his x mark,
Me-am-ese, his x mark,
Wah-be-me-mee, his mark,
Shim-e-nah, his x mark,
We-in-co, his x mark.

In presence of—

Wm. Lee D. Ewing, secretary to the
commission,
R. A. Forsyth, U. S. Army,
Madn. F. Abbott,
Saml. Humes Porter,

Andw. Porter,
Joseph Bertrand, junr.
Jno. H. Kinzie,
James Conner, interpreter,
J. E. Schwarz, adjutant-general, M. M.

Sept. 27, 1833.
7 Stat., 442.

Articles supplementary, to the treaty made at Chicago, in the State of Illinois, on the 26th day of September, one thousand eight hundred and thirty-three, between George B. Porter, Thomas J. V. Owen and William Weatherford, Commissioners on the part of the United States, of the one part, and the United Nation of Chippewa, Ottawa, and Potawatamie Indians, of the other part, concluded at the same place on the twenty-seventh day of September, one thousand eight hundred and thirty-three, between the said Commissioners on the part of the United States of the one part, and the Chiefs and Head-men of the said United Nation of Indians, residing upon the reservations of land situated in the Territory of Michigan, south of Grand river, of the other part.

Cession of land to
United States.

ARTICLE 1st—The said chiefs and head-men cede to the United States, all their land situate in the Territory of Michigan south of Grand river being the reservation at Notawasepe of 4 miles square contained in the 3d clause of the 2d article of the treaty made at Chicago, on the 29th day of August 1821, and the ninety-nine sections of land contained in the treaty made at St. Joseph on the 19th day of Sept. 1827;—and also the tract of land on St. Joseph river opposite the town of Niles, and extending to the line of the State of Indiana, on which the villages of To-pe-ne-bee and Pokagon are situated, supposed to contain about 49 sections.

Chiefs and headmen
parties to treaty.

ARTICLE 2d—In consideration of the above cession, it is hereby agreed that the said chiefs and head-men and their immediate tribes shall be considered as parties to the said treaty to which this is supplementary, and be entitled to participate in all the provisions therein contained, as a part of the United Nation; and further, that there shall be paid by the United States, the sum of one hundred thousand dollars: to be applied as follows.

Ten thousand dollars in addition to the general fund of one hundred thousand dollars, contained in the said treaty to satisfy sundry individuals in behalf of whom reservations were asked which the Commissioners refused to grant;—the manner in which the same is to be paid being set forth in the schedule "A," hereunto annexed.

Moneys to be paid for lands relinquished.

Twenty-five thousand dollars in addition to the sum of one hundred and fifty thousand dollars contained in the said Treaty, to satisfy the claims made against all composing the United Nation of Indians, which they have admitted to be justly due, and directed to be paid according to Schedule "B." to the Treaty annexed.

Twenty-five thousand dollars, to be paid in goods, provisions and horses, in addition to the one hundred thousand dollars contained in the Treaty.

Goods, provisions, etc.

And forty thousand dollars to be paid in annuities of two thousand dollars a year for twenty years, in addition to the two hundred and eighty thousand dollars inserted in the Treaty, and divided into payments of fourteen thousand dollars a year.

Annuities.

ARTICLE 3d—All the Indians residing on the said reservations in Michigan shall remove therefrom within three years from this date, during which time they shall not be disturbed in their possession, nor in hunting upon the lands as heretofore. In the mean time no interruption shall be offered to the survey and sale of the same by the United States. In case, however, the said Indians shall sooner remove the Government may take immediate possession thereof.

Indians to remove in three years.

ARTICLE 4th—[Stricken out. See 4th Amendment at end of treaty.]

Obligatory when ratified.

These supplementary articles after the same shall have been ratified by the President and Senate of the United States shall be binding on the contracting parties.

In testimony whereof, the said George B. Porter, Thomas J. V. Owen, and William Weatherford, and the undersigned chiefs and head men of the said United Nation of Indians, have hereunto set their hands at Chicago, the said day and year.

G. B. Porter,
Th. J. V. Owen,
William Weatherford,
To-pen-e-bee, his x mark,
We-saw, his x mark,
Ne-kaw-nosh-kee, his x mark,
Wai-saw-o-ko-ne-aw, his x mark,
Po-ka-gon, his x mark,
Kai-kaw-tai-mon, his x mark,
Pe-pe-ah, his x mark,
Ne-see-waw-bee-tuck, his x mark,
Kitchee-bau, his x mark,
Pee-chee-ko, his x mark,
Nai-gaw-geucke, his x mark,
Wag-maw-kan-so, his x mark,
Mai-go-sai, his x mark,
Nai-chee-wai, his x mark,
Aks-puck-sick, his x mark,
Kaw-kai-mai, his x mark,
Mans-kai-sick, his x mark,
Pam-ko-wuck, his x mark,
No-taw-gai, his x mark,
Kauk-muck-kisin, his x mark,
Wee-see-mon, his x mark,
Mo-so-ben-net, his x mark,
Kee-o-kum, his x mark,

Maatch-kee, his x mark,
Kaw-bai-me-sai, his x mark,
Wees-ke-qua-tap, his x mark,
Ship-she-wuh-no, his x mark,
Wah-co-mah-o-pe-tuk, his x mark,
Ne-so-wah-quet, his x mark,
Shay-o-ne, his x mark,
Ash-o-nees, his x mark,
Mix-i-nee, his x mark,
Ne-wah-ox-sec, his x mark,
Sauk-e-mau, his x mark,
Shaw-waw-nuk-wuk, his x mark,
Mo-rah, his x mark,
Suk-see, his x mark,
Qesh-a-wase, his x mark,
Pat-e-go-to, his x mark,
Mash-ke-oh-see, his x mark,
Mo-nase, his x mark,
Wab-e-kaie, his x mark,
Shay-oh-new, his x mark,
Mo-gua-go, his x mark,
Pe-qua-shuc, his x mark,
A-muwa-noc-sey, his x mark,
Kau-ke-che-ke-to, his x mark,
Shaw-waw-nuk-wuk, his x mark,

In presence of—

Wm. Lee D. Ewing, secretary to the commission,
E. A. Brush,
Luther Rice, interpreter,
James Conner, interpreter,
Joseph Bertrand, jr., interpreter,
Geo. Kercheval, sub Indian agent,

J. L. Thompson, lieutenant Fifth Infantry,
J. Allen, lieutenant Fifth Infantry.
P. Maxwell, assistant surgeon U. S. Army,
Geo. F. Turner, assistant surgeon U. S. Army,

B. B. Kercheval,	L. M. Taylor,
Thomas Forsyth,	Pierre Menard, fils,
Daniel Jackson, of New York,	Jacob Beeson.
J. E. Schwarz, adjutant-general M. M.	Samuel Humes Porter,
Robt. A. Kinzie,	Edmd. Roberts,
G. S. Hubbard,	Jno. H. Kinzie,
Geo. Bender, major Fifth Regiment In-	Jas. W. Beiry,
fantry,	Gabriel Godfroy, jr.
D. Wilcox, captain Fifth Regiment,	Geo. Hunt,
J. M. Baxley, captain Fifth Infantry,	A. H. Arndt,
R. A. Forsyth, U. S. Army,	Andw. Porter,
L. T. Jamison, lieutenant U. S. Army,	Isaac Nash,
O. K. Smith, lieutenant Fifth Infantry,	Richard J. Hamilton.

SCHEDULE "A,"

Referred to in the Article supplementary to the Treaty, containing the sums payable to Individuals, in lieu of Reservations of Land.

	Dollars.
Po-ka-gon	2000
Rebecca Burnett } Edward Brooks Trustee for each {	500
Mary Burnett }	250
Martha Burnett (R. A. Forsyth Trustee)	250
Madaline Bertrand	200
Joseph Bertrand Junr	200
Luke Bertrand Junr	200
Benjamin Bertrand	200
Lawrence Bertrand	200
Theresa Bertrand	200
Amable Bertrand	200
Julianne Bertrand	200
Joseph H. Bertrand	100
Mary M. Bertrand	100
M. L. Bertrand	100
John B. Du Charme	200
Elizabeth Du Charme (R. A. Forsyth Trustee)	800
George Henderson	400
Mary Nado and children	400
John Bt. Chandonai	1000
Charles Chandonai } For each of whom R. A. Forsyth is Trustee {	400
Mary Chandonai }	400
Mary St. Comb and children	300
Sa-gen-nais' daughter	200
Me-chain, daughter of Pe-che-co	200
Alexis Rolan	200
Polly Neighbush	200
Francois Page's wife and children	200
Pierre F. Navarre's children	100
Jarmont (half breed)	100
Ten thousand dollars	\$10,000

Sept. 27, 1833.

Agreeably to the stipulations contained in the Articles supplementary to the Treaty, there have been purchased and delivered at the request of the Indians, Goods, Provisions and Horses to the amount of fifteen thousand dollars (leaving the balance to be supplied hereafter ten thousand dollars.)

As evidence of the purchase and delivery as aforesaid, under the direction of the said commissioners, and that the whole of the same been received by the said Indians, and the said George B. Porter, Thomas J. V. Owen, and William Weatherford, and the undersigned chiefs and head men on behalf of the said United Nation of Indians, have hereunto set their hands the twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty-three.

G. B. Porter,
Th. J. V. Owen,
William Weatherford,

To-pen-e-bee, his x mark,
Wee-saw, his x mark,
Ne-kaw-nosh-kee, his x mark,

Wai-saw-o-ko-ne-aw, his x mark,
 Ne-see-waw-be-tuk, his x mark,
 Kai-kaw-tai-mon, his x mark,
 Saw-Ka-Nosh, his x mark,
 Tshee-tshee-chin-ke-bequay, his x mark,
 Joseph, his x mark,
 Shab-e-nai, his x mark,

Ah-be-to-ke-Zhic, his x mark,
 E-to-wau-coto, his x mark,
 Shab-y-a-tuk, his x mark,
 Me-am-ese, his x mark,
 Wah-be-me-mee, his x mark,
 Shim-e-nah, his x mark,
 We-in-co, his x mark.

In presence of—

Wm. Lee D. Ewing, secretary to the com-
 mission,
 R. A. Forsyth, U. S. Army,
 John H. Kinzie,
 Madn. F. Abbott,

Saml. Humes Porter,
 Joseph Bertrand, junr.
 Andw. Porter,
 J. E. Schwarz, adjutant-general M. M.
 James Conner, interpreter.

On behalf of the Chiefs and Head men of the United Nation of Indians who signed the treaty to which these articles are supplementary we hereby, in evidence of our concurrence therein, become parties thereto.

And, as since the signing of the treaty a part of the band residing on the reservations in the Territory of Michigan, have requested, on account of their religious creed, permission to remove to the northern part of the peninsula of Michigan, it is agreed that in case of such removal the just proportion of all annuities payable to them under former treaties and that arising from the sale of the reservation on which they now reside shall be paid to them at, L'arbre, Croche.

Witness our hands, the said day and year.

Saw-ka-nosh, his x mark,
 Che-oh-bin-quay, his x mark,
 Ah-be-te-ke-zhac, his x mark,
 Shab-e-nay, his x mark,

O-cheep-pwaise, his x mark,
 Maug-e-sett, his x mark,
 Shim-e-nah, his x mark,
 Ke-me-nah-wah, his x mark.

In the presence of—

Wm. Lee D. Ewing, secretary to the
 commission,
 Jno. H. Kinzie,
 Richd. J. Hamilton,
 Robert Stuart,

R. A. Forsyth, U. S. Army,
 Saml. Humes Porter,
 J. E. Schwarz, adjutant-genera. M. M.
 James Conner, interpreter.

The Commissioners certify that when these supplementary articles were ready for signature, the original paper of which the annexed is a copy was presented by Messrs. Peter and James J. Godfroy, and the due execution of it was made satisfactorily appear to the Commissioners, the subscribing witnesses R A Forsyth and Robert A Kinzie being present.—The Chiefs and Head men present recognizing this as a reservation, it was agreed that it shall be considered in the same light as though the purport of the instrument had been inserted in the body of the treaty;—with the understanding that the rejection of it by the President and Senate of the United States shall not effect the validity of the treaty.

G. B. PORTER,
 TH. J. V. OWEN,
 WILLIAM WEATHERFORD.

(Copy of the instrument referred to in the above certificate.—)

Know all men by these presents that we the undersigned Chiefs and Young men of the Potawatamie tribe of Indians living at Na-to-wa-se-pe in the territory of Michigan, for and in consideration of the friendship and sundry services rendered to us by Peter and James J.

May 18, 1830.

Godfroy we do hereby by these presents give, grant, alien, transfer and convey unto the said Godfroys their heirs and assigns forever one entire section of land situate lying and being on our reserve of Na-to-wa-se-pe, in the Territory aforesaid to be located by said Godfroys wherever on said reserve they shall think it more to their advantage and benefit.

It is moreover the wishes of the undersigned Chiefs and Young men as aforesaid, that so soon as there shall be a treaty held between the United States and our said tribe of Pottawatamies, that our great father the President confirm and make good this our grant unto them, the said Godfroys by issuing a patent therefor to them and to their heirs forever.—In so doing our great father will accomplish the wishes of his children.

Done at Detroit, this eighteenth day of May, A. D. one thousand eight hundred and thirty.

In witness whereof, we have hereunto signed, sealed, and set our hands and seals, the day and year last above written.

Penenchese, his x mark,	[L. S.]
Pit-goit-ke-se, his x mark,	[L. S.]
Nah-o-te-nan, his x mark,	[L. S.]
Ke-a-sac-wa, his x mark,	[L. S.]
Sko-paw-ka, his x mark,	[L. S.]
Ce-ce-baw, his x mark,	[L. S.]
Na-wa-po-to, his x mark,	[L. S.]
To-ta-gas, his x mark,	[L. S.]
Pierre Morin, alias Perish, his x mark,	[L. S.]
We-say-gah, his x mark,	[L. S.]

Signed, sealed, and delivered in the presence of us—

R. A. Forsyth,
Robt. A. Kinzie,
G. Godfroy,

Witnesses to the signature of Pierre Morin, alias Perish,
and Wa-say-gah.

Richard Godfroy,
Francis Mouton.

Chicago, Illinois, Oct. 1, 1834.

THO. J. V. OWEN, Esqr. }
U. S. Indian Agent. }

Oct. 1, 1834.

FATHER: Feeling a disposition to comply with the resolution of Senate of the United States, and the views of the Government in relation to an alteration in the boundaries of the country ceded to the United nation of Chippewa, Ottawa, and Potawatamie Indians at the treaty at Chicago in the State of Illinois, concluded on the 26th and 27th days of September 1833:—we therefore propose as the chiefs of the said united nation, and for and on their behalf that we will accept of the following alteration in the boundaries of the said tract of country viz:—Beginning at the mouth of Boyer's river; thence down the Missouri river, to a point thereon; from which a due east line would strike the northwest corner of the State of Missouri; thence along the said east line, to the northwest corner of said State; then along the northern boundary line of the said State of Missouri, till it strikes the line of the lands of the Sac and Fox Indians; thence northwardly along said line to a point from which a west line would strike the sources of the Little Sioux river; thence along said west line, till it strikes the said sources of said river; then down said river to its mouth; thence down the Missouri river to the place of beginning: *Provided* the said boundary shall contain five million of acres; but should it

contain more, then said boundaries are to be reduced so as to contain the said five millions of acres.

And, in consideration of the alteration of said boundary we ask that ten thousand dollars should be paid to such commissioner, as shall be designated by us to receive the same west of the Mississippi river, at such place on the tract of country ceded to the said united nation as we may designate, and to be applied, as we may direct for the use and benefit of the said nation. And the further sum of two thousand dollars to be paid to Gholson Kercheval, of Chicago, Ill.: for services rendered the said united nation of Indians during the late war, between the U. S. Government and the Sacs and Foxes; and the further sum of one thousand dollars to George E. Walker for services rendered the said United nation, in bringing Indian prisoners, from west of the Mississippi river to Ottawa, Lasalle county, Ill. for whose appearance at the circuit court of said county, the said nation was bound.

The foregoing propositions are made with the expectation, that with the exception of the alteration in the proposed boundary, and the indemnity herein demanded as an equivalent for said exchange, the whole of the treaty made and concluded at this place on the 26th and 27th days of September 1833, be ratified as made and concluded at that time, within the space of five months from the present date; otherwise it is our wish that the whole of the said treaty should be considered as cancelled.

In witness whereof, we, the undersigned chiefs of the said United Nation of Chippewa, Ottawa, and Pattawatamie Indians, being specially delegated with power and authority to effect this negotiation, have hereto set our hands and seals, at Chicago, in the State of Illinois, on the first day of October, A. D. 1834.

R. Caldwell,	[L. s.]
Kee-tshee-zhing-ee-beh, his x mark,	[L. s.]
Tshee-tshee-beeng-guay, his x mark,	[L. s.]
Joseph, his x mark,	[L. s.]
Ob-ee-tah-kee-zhik, his x mark,	[L. s.]
Wau-bon-see, his x mark,	[L. s.]
Kay-kot-ee-mo, his x mark,	[L. s.]

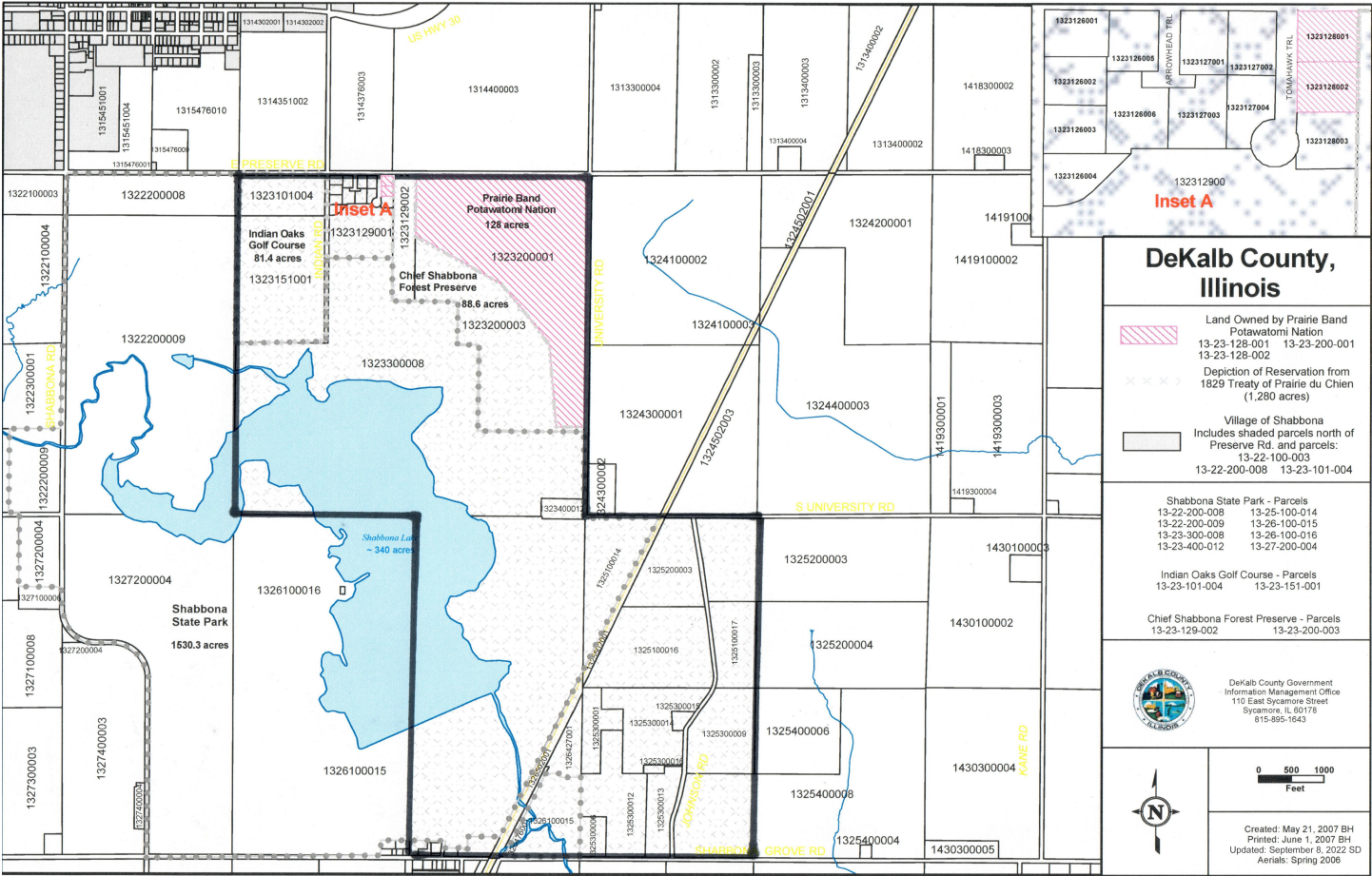
In presence of—

Richd. J. Hamilton,
Jno. H. Kenzie,
Dr. P. Maxwell, U. S. Army,
J. Grant, jr.,
E. M. Owen,
J. M. Baxley, captain Fifth Infantry.




[NOTE.—This Treaty and Supplementary Articles thereto, were ratified and confirmed, upon the conditions expressed in the two resolutions of the Senate in relation to the same; which conditions as contained in the first named resolution, are as follows:

“That the Senate do advise and consent to the ratification of the Treaty, made on the 26th day of September 1833, at Chicago, by George B. Porter and others, Commissioners on behalf of the United States, and the United Nation of Chippewas, Ottawa, and Pottawatamies Indians, and the supplementary articles thereto, dated on the 27th day of September, 1833, with the following amendments and provisions, to wit, 1st: amend the third article in Schedule A, by striking out the word “ten” and inserting the word *five* as to each of the sums to be paid to Billy Caldwell and Alexander Robinson; so that the sum of five thousand dollars *only* will be paid to each of them, and the sum of ten thousand dollars, thus deducted, to be paid to the Indians.—2d. All the debts, mentioned in schedule B, in the same article, and which are specified in exhibit E, to the report of the committee, to be examined by a commissioner to be appointed by the President, with the advice and consent of the Senate, and the individuals to be paid only the sums found by said commissioner, to have been justly due; in no instance increasing the sum agreed to be paid; and whatever sum is saved by deduction or disallowance of the debts in exhibit E, to be paid to the Indians, and the residue to the claimants respectively. 3d. Strike out article 5th in the Treaty. 4th. Strike out article 4th in the supplementary articles: and provided, that the lands

Exhibit C



DeKalb County, Illinois

-  Land Owned by Prairie Band Potawatomi Nation
13-23-128-001 13-23-200-001
13-23-128-002
-  Depiction of Reservation from 1829 Treaty of Prairie du Chien (1,280 acres)
-  Village of Shabbona
Includes shaded parcels north of Preserve Rd. and parcels:
13-22-100-003
13-22-200-008 13-23-101-004

- Shabbona State Park - Parcels
13-22-200-008 13-26-100-014
13-22-200-009 13-26-100-015
13-23-300-008 13-26-100-016
13-23-400-012 13-27-200-004

- Indian Oaks Golf Course - Parcels
13-23-101-004 13-23-151-001

Chief Shabbona Forest Preserve - Parcels
13-23-129-002 13-23-200-003



Created: May 21, 2007 BH
Printed: June 1, 2007 BH
Updated: September 8, 2022 SD
Aerials: Spring 2006

Exhibit D



United States Department of the Interior

OFFICE OF THE SOLICITOR
Washington, D.C. 20240

JUL 24 2000

Memorandum

To: David Hayes, Deputy Secretary
Kevin Gover, Assistant Secretary - Indian Affairs

From: Derril B. Jordan, Associate Solicitor,
Division of Indian Affairs

Subject: Illinois Land Claim of the Prairie Band of Potawatomi

On January 14, 1998 Mamie Rupnicki, Chairperson of the Prairie Band of Potawatomi Indians of Kansas requested Larry Morrin, Area Director, Minneapolis Area Office, Bureau of Indian Affairs to review her tribe's claim to the Shab-ch-nay Band Reservation in De Kalb County, Illinois and render an opinion on its merits in preparation for litigation to regain possession of the Reservation. Ms. Rupnicki's request was transmitted to Hilda Manuel, Deputy Commissioner of Indian Affairs. In a March 25, 1998 memorandum, Deputy Commissioner Manuel requested David Hayes, Counselor to the Secretary, to determine whether the land claim of the Prairie Band of Potawatomi was valid. Subsequently, a member of Mr. Hayes' staff, Heather Sibbison, informally requested the Associate Solicitor, Division of Indian Affairs, Office of the Solicitor, to review the claim and provide a legal opinion on its merits. This memorandum is in response to that informal request for a legal opinion on the validity of the Prairie Band of Potawatomi's claim to the Shab-ch-nay Band Reservation.

The area encompassing the Shab-ch-nay Band Reservation is located in Shabbona's Grove, Illinois. It includes Section 23, the west half of Section 25, and the east half of Section 26 in Township 38 North, Range 3 East, Third Principal Meridian in Illinois. In Indian Land Cessions in the United States by Charles C. Royce (Washington, GPO, 1900), the claimed area is described as part of Royce Area 148 in Illinois. Currently, the area is in the possession of a few non-Indian families and the State of Illinois, which owns and operates a park in the area.

BACKGROUND¹

¹ The preparation of this section has been based primarily on copies and transcriptions of historical documents assembled by the attorneys for the Prairie Band of Potawamis in support of the tribe's request for an analysis of its claim to the Shab-ch-nay Band Reservation. Unless otherwise noted, the attorneys for Prairie Band represent that these documents were obtained from the National Archives. Copies of the documents submitted by the attorneys for the Prairie Band of Potawatomi Indians of Kansas are on file in the Office of the Solicitor. For the purpose

The United Tribes of Ottawas, Chippewas, and Potawatomis residing on the Illinois and Milwaukee Rivers and their waters, as well as the southwestern parts of Lake Michigan², entered into a treaty of friendship with the United States on August 24, 1816, 7 Stat. 146. Article 1 of the Treaty of August 24, 1816 provided that the United Tribes would relinquish to the United States all rights, claim, and title to the northern portion of those lands in northwestern Illinois which the United States acquired by cession from the United Sac and Fox Tribes in the Treaty of November 3, 1804, 7 Stat. 84. Pursuant to Article 2 of the Treaty of August 24, 1816, the United States relinquished its interest in the southern portion of the United Sac and Fox cession of 1804 to the United Tribes and confirmed and recognized the title of the United Tribes to the area.

Some thirteen (13) years later, the United Nations of Chippewa, Ottawa, and Potawatomi Indians of the waters of the Illinois, Milwaukee, and Manitowick Rivers ceded their lands around the southern shore of Lake Michigan and in northern Illinois to the United States in the Treaty of Prairie du Chien of July 29, 1829, 7 Stat. 320. The lands which were ceded were the same lands to which the United Tribes received recognized title pursuant to Article 2 of the Treaty of August 24, 1816. Article 3 of the Treaty of July 29, 1829 provided that the lands of three chiefs and their bands would be reserved from the cession. Among the lands reserved from cession were those of Chief Shab-eh-nay, a prominent leader among the Potawatomi, and his Band, who received two sections (1,280 acres) at their village near Paw Paw Grove, Illinois. In Citizen Band of Potawatomi Indians of Oklahoma v. United States, 391 F. 2d 614 (Cl. Cl. 1967), cert. denied 389 U.S. 1046 (1968), the Court of Claims held that by the Treaty of August 24, 1816, the United States conveyed recognized title to the lands ceded to the United Tribes of Ottawas, Chippewas, and Potawatomis. While most of lands conveyed to the United Tribes in 1816 were reconveyed to the United States in the Treaty of Prairie du Chien of July 29, 1829, the legal status of the lands of the three chiefs and their bands did not change. The three chiefs and their bands held recognized title to the lands reserved for them in the 1829 treaty.

As its non-Indian population increased, the United States bought more land from the tribes in Ohio, Michigan, Illinois, Indiana, Wisconsin, and Minnesota to sell to non-Indian settlers. As part of its effort to remove all Indian tribes from Illinois, the United States purchased tribal lands and began to settle the Indian population of Illinois on reservations west of the Mississippi. Additional treaties ceding tribal lands were negotiated with the Potawatomi bands and other tribes in the 1830's. The treaties which are pertinent with regard to the Prairie Band of Potawatomi's claim to the Shab-eh-nay Band Reservation are the Treaty of October 20, 1832, 7 Stat. 378, which was signed at Tippecanoe, and the Treaty of September 26, 1833, 7 Stat. 431.

of this preliminary report, the Office of the Solicitor has relied on the correctness of these copies and has not obtained certified copies of the documents or conducted independent research in the National Archives.

² The United Tribes of Ottawas, Chippewas, and Potawatomis were designated the United Nations of Chippewa, Ottawa, and Potawatomi Indians in subsequent treaties with the United States.

which was signed at Chicago.

The Treaty of October 20, 1832, also referred to as the Treaty of Tippecanoe, contained cessions of land by the Potawatomi Tribe of Indians of the Prairie and Kankakee to the United States. Article 2 of the treaty provided that several tracts for individuals would be excluded from the cession. Among the areas excluded was a tract of two sections (1,280 acres) for Sho-bon-ier at his village. Sho-bon-ier, who was French and Potawatomi, was a less prominent chief than Shab-eh-nay. Because he was half French, Sho-bon-ier was referred to in some contemporary documents as Chevalier. Article 4 required the United States to pay money to a number of individuals for the loss of their horses. Among those receiving such payments was Sho-bon-ier, even though he was a signatory to the treaty. Many chiefs signed the treaty, including Shab-eh-nay, whose name was transcribed as Shab-eh-neai.

The Treaty of September 26, 1833, 7 Stat. 431, also known as the Treaty of Chicago, was a cession of approximately five million acres in Illinois and Wisconsin by the United Nations of Chippewa, Ottawa, and Potawatomi Indians to the United States. It should be noted that both Shab-eh-nay and Sho-bon-ier were signatories to this treaty as well. The Treaty of Chicago also contained modifications of title to some of the lands reserved in the Treaty of Prairie du Chien and the Treaty of Tippecanoe. In particular, Article 5 of the Treaty of Chicago provided that the title to the Shab-eh-nay Band Reservation would be converted to the private property of Shab-eh-nay and his heirs.

During its deliberations on the ratification of the Treaty of September 26, 1833 (the Treaty of Chicago), the Senate rejected Article 5, striking it from the document. 4 Journal of the Executive Proceedings of the Senate 384 (April 7, 1834). With the elimination of Article 5, title to the two sections of land in what is now De Kalb County retained the status of tribal communal land with recognized title remaining in Shab-eh-nay and his Band. The Senate's rejection of Article 5 is one of the sources of the confusion concerning the ownership of the property in later years. Apparently unaware that Article 5 was no longer part of the treaty, Shab-eh-nay's Band acted in accordance with the belief that the treaty provision required them to leave Illinois with the other Indian tribes. In an 1859 letter, a former officer in the United States Army, Captain J. B. F. Russell, stated that he had been employed in 1836 by the War Department to remove the Potawatomis near Chicago to Council Bluffs, Missouri. In his letter, Captain Russell also stated that Shab-eh-nay had assisted in the successful removal of his tribe³.

Another account of the removal of Shab-eh-nay and his Band is found in the affidavit of George E. Walker, a resident of La Salle County who had known Shab-eh-nay since 1827. According to Walker, Shab-eh-nay and his Band accompanied hundreds of Indians from the tribes that were

³ Letter of May 31, 1859 to Lewis Cass, Secretary of State, from J. B. F. Russell. Captain Russell's account notwithstanding, it is believed that Shab-eh-nay and his Band made the move without reliance on a government conductor since there are no official records showing who traveled with Shab-eh-nay. See *Affidavit of Dr. James Clifton* 12 (Jan. 5, 1998).

being removed from the area east of the Mississippi to the west bank of the river in Kansas [Territory] in 1837. Affidavit of George E. Walker (October 24, 1864)⁴. Walker's affidavit also states that Shab-eh-nay and his family returned to Shab-eh-nay's or Shabonna's Grove (the Shab-eh-nay Band Reservation) about two years later in 1839.

Walker's recollection of the events surrounding the removal of the Indian tribes from Illinois, as stated in his affidavit of October 24, 1864, is consistent with Shab-eh-nay's understanding of the 1833 treaty. Pursuant to Article 5 of the Treaty of 1833, which was stricken from the Treaty by the Senate during ratification, title to the Shab-eh-nay Band Reservation would have been converted to Shab-eh-nay's personal property. The return of Shab-eh-nay to Illinois after the 1836 removal of the tribes provides an indication that Shab-eh-nay did not know that the Senate had rejected Article 5 of the 1833 treaty. On his return journey to Illinois, he was accompanied solely by his family and not by any other members of the Band because it was believed that the Reservation had become his personal property, and that the Treaty of 1833 required all of the tribes to leave Illinois. Affidavit of Dr. James A. Clifton (January 5, 1998) at pages 12-13⁵.

Shab-eh-nay and his family lived on the Reservation in Illinois from 1839 to 1849, making three or four trips to Kansas to visit relatives who had moved with the Prairie Band to the reservation in Kansas. Shab-eh-nay's loss of possession of the Reservation had its origin in his purported sale of part of the Reservation. According to an October 15, 1845 letter to President James K. Polk written by Coalman Olmstead, a resident of Shabbona's Grove, Shab-eh-nay sold the west half section of Section 25 (320 acres) of the Reservation to Wilbur F. Walker for \$600 dollars in 1839⁶. According to Olmstead, Walker paid Shab-eh-nay only \$200 of the agreed purchase price of \$600.

⁴ In a July 25, 1864 letter to Secretary of the Interior J.P. Usher, Shab-eh-nay's widow, three of her daughters, and a grandson wrote that they had requested E. S. Smith, a Chicago attorney, to initiate an ejectment suit or otherwise reclaim their rights, as survivors of Shab-eh-nay's Band, to the land granted in the 1829 treaty. Apparently Mr. Smith requested affidavits from George E. Walker, General R. K. Swift, William Norton, and Levi Kelsey (or Kelsig) because he subsequently enclosed those affidavits and written statements in a January 27, 1865 letter to H. J. Alvord, requesting the matter be investigated and action taken. This letter has been published in James P. Dowd's biography of Shab-eh-nay, Built Like a Bear (Fairfield, Washington, 1979), at pages 165-166. The letter is at the National Archives in Reserve File A-416.

⁵ Dr. Clifton is a well known ethnohistorian and author of a history of the Potawatomi entitled People of the Prairie. He was retained as an expert by the attorneys for the Prairie Band of Potawatomi Indians of Kansas to assist in the preparation of the Prairie Band's claim to the Shab-eh-nay Band Reservation.

⁶ A transcription of that letter is in Dowd's Built Like a Bear at pages 145-146. The letter is at the National Archives in File A-416.

In his October 15, 1845 letter to President Polk, Olmstead claimed that Shab-eh-nay refused to give Walker a deed for the 320 acres because Walker had not paid him the remaining balance of the purchase price. Olmstead claimed that he purchased the property from Walker for \$1,400 in 1840 and received a deed from Walker, adding that he, Olmstead, offered to pay Shab-eh-nay the \$400 balance due from Walker in order to obtain a deed to the 320 acres. Despite Shab-eh-nay's purported consent to the arrangement, Olmstead did not receive the deed. Olmstead asserted that Shab-eh-nay was persuaded not to go through with the transaction by one of the Gates Brothers, who were land speculators. Olmstead asked President Polk to withhold approval of any deed issued by Shab-eh-nay to the Gates Brothers. Olmstead requested that the President approve a deed from Shab-eh-nay to him, provided that he paid Shab-eh-nay the \$400 balance due from Walker. It appears that Olmstead did not receive a reply to his request because he wrote to the Commissioner of Indian Affairs, William Medill, on November 24, 1845, offering to pay Shab-eh-nay \$400 in exchange for a deed.⁷

While Olmstead was corresponding with government officials to get approval of the proposed payment to Shab-eh-nay to complete the alleged sale of 320 acres of the Reservation, Orrin (aka William, Worsham, Wiram or Wyram, Wyman) Gates, one of the Gates Brothers, was attempting to get deeds for the entire Reservation approved in Washington with the assistance of his district's representative, John Wentworth. In a May 6, 1848⁸ letter to Commissioner of Indian Affairs Medill, Representative Wentworth requested that the three deeds enclosed with his letter, which were for the purported sale of the Shab-eh-nay Band Reservation by Shab-eh-nay to the Gates Brothers, be approved. Wentworth stated that the Gates Brothers had informed him that Shab-eh-nay sold the Reservation to them in 1845. Two of the deeds enclosed with the letter were made to Ansel (aka Asel) Gates, one for 320 acres and one for 640 acres, while the third deed was made to his brother, Orrin (aka Wyman) Gates, for 320 acres.⁹ All three deeds were

⁷ Olmstead's claim that Shab-eh-nay attempted to sell part of the Reservation to Walker has not been confirmed by any documentation that has been cited by the Prairie Band's experts or the attorneys for the State of Illinois in their analysis of the Reservation.

⁸ A transcript of this letter appears in Dowd's Built Like a Bear at page 146. The document is in Reserve File A-416 at the National Archives. The letter states that deeds were enclosed, and references other unspecified letters that Representative Wentworth sent to the Department of War.

⁹ The three deeds were mentioned briefly in a May 27, 1848 letter from Commissioner of Indian Affairs Medill to Representative Wentworth. The transcript of that letter appears in Dowd's Built Like a Bear at pages 146-147. The document is in Reserve File A-416 at the National Archives. In that letter Commissioner Medill stated that the three deeds, which had been submitted with Representative Wentworth's letter of May 6, 1848, were being returned.

dated December 1, 1845 and were reputedly signed by Shab-eh-nay in Washington, D.C.¹⁰

In his May 27, 1848 letter responding to Representative Wentworth, Commissioner of Indian Affairs Medill stated that Article 3 of the Treaty of Prairie du Chien of July 29, 1829 granted two sections of land to Shab-eh-nay and his band. He declared that he believed that the 1829 treaty did not give Shab-eh-nay authority to sell the Reservation. Commissioner Medill stated that the Treaty of Prairie du Chien gave Shab-eh-nay and his band the right to use the two sections, but when the property was abandoned it became part of the public domain. Commissioner Medill declared that since the people for whom the Reservation was created (Shab-eh-nay and his band) appeared to have ceased to use it, the Commissioner of the General Land Office had the right to reclaim it as public land. There is no indication that Commissioner Medill made any inquiries or conducted an investigation to determine whether or not Shab-eh-nay and his family had actually abandoned the Reservation. His letter of May 27, 1848 implies that the alleged attempt by Shab-eh-nay to sell the Reservation was sufficient to establish that the Reservation had been abandoned.

On August 12, 1848, the General Land Office issued an order to sell the Shab-eh-nay Band Reservation at public auction¹¹. At the request of Orrin (aka William) Gates, the auction was postponed on October 17, 1848 to permit him time to seek Congressional authorization for the

¹⁰ In a July 3, 1849, letter to the Commissioner of Indian Affairs Medill, Orrin Gates admitted that he did not pay the remaining balance to Shab-eh-nay for land on the Reservation. A transcript of that letter appears in Dowd's Built Like a Bear at pages 147-148. The document is in Reserve File A-416 at the National Archives.

The purported deeds that Gates and his brother presented to Representative Wentworth may have been fraudulent. This inference prompted by a deed dated March 5, 1847 and recorded March 11, 1847 in De Kalb County, Illinois, which is an "indenture" between Asel A. Gates and his wife, Mary, and Francis Howe, trustee for Shambence [Shab-eh-nay], an Indian Chief of Chicago, Illinois. The "indenture" is for the sale of 50 acres in the South East corner of Section 26, T. 38 N, Range 3 E, Third Principal Meridian in Illinois for \$450. The land in the legal description is within the external boundaries of the Reservation. If the three 1845 deeds were valid, this 1847 purchase would not be necessary. The 1847 deed implies that at least one of the Gates Brothers did not believe that they owned all of the two sections that constituted the Reservation. A copy of the 1847 was provided by the attorneys for the Prairie Band of Potawatomi.

¹¹ This information was obtained from a July 14, 1849 letter from the Commissioner of the General Land Office, Butterfield, to the Commissioner of Indian Affairs, Brown. The letter is printed in Dowd's Built Like a Bear at pages 149-150.

purported 1845 sale¹². In a July, 1849 letter to the Commissioner of Indian Affairs, Gates acknowledged that he was not successful in getting an act of Congress passed and would not be able to pay Shab-eh-nay what he owed him for the land.¹³

In a letter dated July 10, 1849, Commissioner of Indian Affairs Orlando Brown, wrote to the Commissioner of the General Land Office, J. Butterfield, about Shab-eh-nay's purported sale of the Reservation to the Gates Brothers, and enclosed a copy of a letter he received from William (aka Orrin) Gates¹⁴. In his July 14, 1849 letter¹⁵ responding to Commissioner Brown, Commissioner J. Butterfield, suggested that the Office of Indian Affairs conduct an investigation into the purported sale of the Shab-eh-nay Band Reservation, including the consideration paid for the land and the length of time Shab-eh-nay occupied the Reservation. Commissioner Butterfield stated that he knew Shab-eh-nay personally and was aware of his good character and long period of residence on the Reservation. He suggested that the Office of Indian Affairs sponsor legislation to grant fee title to Shab-eh-nay, subject to the restriction that the President approve any conveyance.

Commissioner Brown rejected both of Commissioner Butterfield's suggestions in his letter of July 18, 1849¹⁶. Brown stated that a review of the records of the Office of Indian Affairs indicated that on November 8, 1841 Shab-eh-nay applied to Congress for an appropriation of \$1,600 as compensation for the two sections of land he received in the Treaty of Prairie du Chien, but noted that no subsequent action was taken. He also stated that other people had alleged claims to portions of the two sections that composed the Reservation, claiming that the land had been purchased. He added that in each case, the claimants had been informed that the treaty did not grant Shab-eh-nay or his band authority to sell the Reservation, and that the President could not sanction any sale that might have been made. In addition, Commissioner Brown asserted that the Treaty of Prairie du Chien had not vested any title in Shab-eh-nay and his band because it only granted them the right to use the land. In particular, he relied on the fact that the Senate had removed Article 5, which would have granted the title to the Reservation in

¹² The transcript of a letter dated July __, (the date is not legible) 1849 from William (Orrin) Gates to Commissioner Medill requesting the delay was printed in Dowd's Built Like a Bear at pages 147-148. The letter is in Reserve File A-416 at the National Archives.

¹³ Id.

¹⁴ Id. at pages 148-149. The letter is in Reserve File A-416 at the National Archives.

¹⁵ Id. at pages 149-150. The letter is in Reserve File A-416 at the National Archives.

¹⁶ Id. at page 151. The letter is in Reserve File A-416 at the National Archives.

fee simple to Shab-eh-nay and his Band¹⁷, from the Treaty of Chicago of 1833. He noted that the attempts by the Gates Brothers to obtain legislation authorizing the sale had failed. In light of those circumstances, he would not reopen the case or otherwise alter Commissioner Medill's decision.

The General Land Office at Dixon, Illinois held a public auction of the two sections of the Shab-eh-nay Band Reservation on November 5, 1849¹⁸. The lands were acquired by non-Indians, who received patents from the United States on June 1, 1850¹⁹. When Shab-eh-nay and his family returned to Illinois in 1851 or 1852 after an extended visit with relatives in Kansas, non-Indians had taken possession of the Reservation. According to the information submitted by attorneys for the Prairie Band, all subsequent attempts by Shab-eh-nay and his relatives and friends to regain possession of the Reservation were unsuccessful. Shab-eh-nay was able to remain in the area near the Reservation through the generosity of his non-Indian friends. He died in 1859 in Grundy County, Illinois without regaining possession of the Reservation or receiving compensation for its loss. Like Shab-eh-nay, his heirs were not able to obtain any form of redress for the loss of the Reservation despite numerous attempts.

Walker's account of the movements of Shab-eh-nay and his family is corroborated by William Norton in an affidavit dated October 18, 1864²⁰. Norton, a resident of De Kalb County Illinois, stated that Shab-eh-nay and his family were living on the Reservation at Shab-eh-nay's or Shabonna's Grove when he arrived in 1845. According to Norton, Shab-eh-nay and his family left their home on the Shab-eh-nay Band Reservation to go to Kansas in about 1848 (but it may have been 1849) and stayed there for about a year (probably longer), leaving the Reservation in his care. Approximately two months after Shab-eh-nay and his family departed for Kansas, an agent of the General Land Office sold the Shab-eh-nay Band Reservation at public auction.

¹⁷ Commissioner Brown's statement is incorrect. Article 5 of the 1833 Treaty of Chicago would have granted fee simple title to Shab-eh-nay and his heirs, and would not have granted such title to the Band.

¹⁸ Letter of May 2, 1896 from D. F. Best, Assistant Commissioner of the General Land Office, to the Commissioner of Indian Affairs. A transcript of this letter appears in Dowd's Built Like a Bear at page 175. The letter is in Reserve File A-416 at the National Archives.

¹⁹ United States Patent Certificates 31284 through 31291 were issued to Reuben Allen and United States Patent Certificates 31290 through 31299 were issued to William Marks by the General Land Office. Copies of these patent certificates were provided by the attorneys for the Prairie Band of Potawatomi Indians of Kansas.

²⁰ Affidavit of William Norton (October 18, 1864) was enclosed with E. S. Smith's letter of January 27, 1865 to H. J. Alvord. Transcripts of the letter and the affidavit, which was one of three, were printed in Dowd's Built Like a Bear at pages 165-167 and 169-171. Both of the documents, the letter and the affidavit, are in Reserve File A-416 at the National Archives.

Norton stated that Shab-eh-nay was unaware of the sale of the Reservation until about two years later, when he and his family returned to Illinois and Norton told him about it.

The events recounted by Walker and Norton were substantiated several years later by Shab-eh-nay himself, when he sought to regain possession of the Reservation with the help of several attorneys and friends. In a June 17, 1853 letter written by John H. Kinzie²¹ to the Commissioner of Indian Affairs, and a September 6, 1854²² letter from his attorney, J. W. Paddock of Paddock and Ward, to the Secretary of the Interior, Shab-eh-nay requested information on the status of the title of the Reservation and the basis for its sale. A response to Mr. Kinzie was provided by the Acting Commissioner of Indian Affairs Charles E. Mix in a letter dated June 25, 1853²³. Acting Commissioner Mix responded to Messrs. Paddock and Ward in a letter dated October 5, 1854²⁴. In each response Acting Commissioner Mix repeated the assertion that Shab-eh-nay and his Band only had the right to use the Reservation, repeating Commissioner of Indian Affairs William Medill's erroneous statements of fact and law by asserting that Shab-eh-nay and his Band lost the right to use the Reservation by abandoning it. Years later, the assertions in Commissioner of Indian Affairs Medill's letter were cited again as fact by government officials who received inquiries concerning the existence of the Band's reservation²⁵.

ISSUES

I. What type of title to the Reservation did Shab-eh-nay and his band possess? Has that title been extinguished?²⁶

²¹ The transcript of this letter appears in Dowd's Built Like a Bear at page 152. The letter is in the National Archives in Reserve File A-416.

²² The transcript of this letter appears in Dowd's Built Like a Bear at pages 153-154. The letter is in the National Archives in Reserve File A-416.

²³ The transcript of this letter appears in Dowd's Built Like a Bear at pages 152-153. The letter is in the National Archives in Reserve File A-416.

²⁴ The transcript of this letter appears in Dowd's Built Like a Bear at page 154. The letter is in the National Archives in Reserve File A-416.

²⁵ Shab-eh-nay submitted letters of inquiry through his friends and attorneys in 1853, 1854, and 1859. Following his death in 1859, Shab-eh-nay's family continued the attempt to regain possession of the Reservation, corresponding with government officials in 1864, 1896, 1897, and 1902. The transcripts of these documents appear in Dowd's Built Like a Bear at pages 152-178. The documents are in Reserve File A-416 at the National Archives.

²⁶ This discussion of recognized title and aboriginal title does not include an analysis of the Court of Federal Claims' decision in Alabama-Coushatta Tribe v. United

Under the doctrine of discovery, legal title vested immediately in the sovereign nation of the explorer who discovered it, subject to the right of use and occupancy of the Indians who were living on it. Sac and Fox Tribe of Indians v. United States, 383 F. 2d 991,996-997 (Cl. Ct.1967). In that case, the Court of Claims discussed both the title of the United States, which possessed sovereign title, and the title of the Tribe, which possessed Indian (aboriginal) title. *Id.* Referring to Justice Marshall's decision in Johnson and Graham's Lessee v. MacIntosh, 21 U.S. 543, 570-603 (1823), the Court of Claims stated that discovery of new land by European nations carried with it the right of sovereignty or sovereign title. Sovereign title gave the government of the European nation that discovered the land the legal title and the absolute right to extinguish Indian title. However, the right of sovereignty over discovered land was always subject to the right of use and occupancy of the land by the Indians inhabiting it. This right of use and occupancy is known as Indian title. Indian title is owned by a tribe and is subject to the tribe's laws and customs. Furthermore, Indian title may not be sold to another sovereign nor to any person without the approval of the government of the discovering nation. Holden v. Joy, 84 U. S. (17 Wall.) 211 (1872) quoted in Felix S. Cohen, Original Indian Title, 32 Minnesota Law Review 28, 52 (1947).

The right of an Indian tribe to use and occupy land that it inhabited was acknowledged by the United States Government in its acquisition and sale of land subject to Indian title. The Sac and Fox Tribe of Indians v. United States, 383 F. 2d 991,996-997 (Cl. Ct.1967). Indian title can be extinguished only by an act of the sovereign, and only Congress can divest an Indian tribe of its title to land. United States v. Celestine, 215 U.S. 278, 285 (1909) quoted in Solem v. Bartlett, 465 U.S. 464, 470 (1984). The Supreme Court has ruled that Indian title may be abrogated "by treaty, by the sword, by purchase, [or] by the exercise of complete dominion adverse to the right of occupancy" United States v. Santa Fe Pacific Railroad, 314 U.S. 339, 347 (1941). However, Indian title is not extinguished in the absence of a plain and unambiguous expression by Congress of its intent to do so. *Id.* at 353-354.

In the early to mid-nineteenth century, Indian title included both treaty recognized title and aboriginal title. The distinction between the two types of "Indian title" was not important because the United States paid compensation to Indian tribes for their lands whether or not their title had been recognized in a treaty or statute. Kelly, Indian Title: The Rights of American Natives in Lands They Have Occupied Since Time Immemorial, 75 Columbia Law Review, 655-686 (1975). As Felix Cohen stated in Original Indian Title, 32 Minnesota Law Review 28-59 (1947), much of the United States' territorial expansion was accomplished through treaties in which American Indian tribes ceded lands to which they held Indian (aboriginal) title in exchange for treaty recognized title to smaller portions of that land which became known as reservations. In Lac Courte Oreilles Band v. Voigt, 700 F.2d 341, 352 (7th Cir. 1983), the Court noted that "treaty recognized title" referred to congressional recognition of a tribe's right to occupy land permanently, and constituted a legal interest in the land. As such, it could be

States, Congressional Referral 83,- which was released on June 19, 2000. The decision and its possible impact on the Shab-eh-nay Band Reservation is being studied.

extinguished only upon the payment of compensation. United States v. Creek Nation, 295 U.S. 103 (1935) and United States v. Sioux, Opinion, 448 U.S. 371, 415 n. 29 (1980).

As Kelly observed, the respect for Indian title has been demonstrated in Congressional recognition of Indian tribal lands was the result of an awareness that Indian tribes could be formidable enemies. Early in the history of the United States, the Supreme Court held that the Constitution vested the whole power of regulating political and economic relations with Indian tribes in the federal government. Worcester v. Georgia, 31 U.S. 515 (1832), and Cherokee Nation v. Georgia, 30 U.S. 1 (1831). Having established that relations with Indian tribes were exclusively within the purview of the federal government, the Supreme Court held that abrogation of treaty recognized property rights was not to be lightly imputed to Congress. Menominee Tribe v. U.S., 391 U.S. 404, 412-413 (1968).

In Lone Wolf v. Hitchcock, 187 U.S. 553, 564-565 (1903), the Supreme Court acknowledged that Congress has exclusive and plenary power to deal with matters of Indian title. The unilateral action of an officer of the executive branch which has not been authorized by Congress cannot eliminate or extinguish Indian title. Cramer v. United States, 261 U.S. 219 (1923), Turtle Mountain Band of Chippewa Indians v. United States, 490 F.2d 935, 945 (Ct. Cl. 1974), 203 Ct. Cl. 426. Any actions taken by the executive branch to extinguish Indian title depend for their efficacy upon Congress' acquiescence. United States v. Southern Pacific Transportation Co., 543 F. 2d 676, 689 (9th Cir. 1976). Furthermore, the United States cannot convey an interest that it does not possess. United States v. Santa Fe Pacific Railroad Co., 314 U.S. 339 (1941), Mitchel v. United States, 34 U. S. (9 Pet.) 711, 743 (1835).

When the foregoing rulings are applied to the Shab-eh-nay Band Reservation, it becomes evident that the Shab-eh-nay Band Reservation continues to exist. In Citizen Band of Potawatomi Indians of Oklahoma v. United States, 391 F. 2d 614 (Ct. Cl. 1967), cert. denied 389 U.S. 1046 (1968), the Court of Claims held that under the terms of the Treaty of August 24, 1816 the United States conveyed recognized title to the United Tribes of Ottawas, Chippewas, and Potawatomis in the areas that were subsequently ceded to the United States in the Treaty of Prairie du Chien of 1829. Thus, the three individual leaders and their bands that retained reservations in the ceded area pursuant to the Treaty of Prairie du Chien of July 29, 1829 held recognized title, rather than mere aboriginal title, to those reservations. Through ratification of the Treaty of Prairie du Chien of July 29, 1829, the United States confirmed its recognition of tribal title to the lands the tribes retained under the treaty.

Moreover, there is no evidence to support the contention that Shab-eh-nay and his band voluntarily abandoned the Reservation. However, even if it were true that Shab-eh-nay's Band had abandoned the land, the Band's treaty recognized title to that land could not be extinguished without Congressional action. As a matter of law, voluntary abandonment could not extinguish recognized title without Congressional action. The necessity for the expression of Congressional intent and action on recognized Indian title is so important that land which had never been occupied by an Indian tribe has been held to be that tribe's land because Congress had recognized

its title to it over a period of years. See New York Indians v. United States, 170 U.S. 1 (1898), modified on other grounds, 170 U.S. 614 (1898).

Furthermore, Commissioner of Indian Affairs Medill's conclusion that the Shab-eh-nay Band Reservation had been abandoned was factually erroneous. It was erroneous because Shab-eh-nay and his family, who were members of the Band, resided on the Reservation from 1839 to 1849, when they were dispossessed. During this period of residency, Shab-eh-nay placed the property under the care of a friend or neighbor when he and his family went to visit his relatives in Kansas. See Affidavits of George E. Walker and William Norton.

Congress has never passed any statute or ratified any treaty which would have extinguished the Shab-eh-nay Band's title to the Shab-eh-nay Band Reservation. In fact, the Court of Claims ruled that the Potawatomi successors in interest to the United Nations of Chippewa, Ottawa, and Potawatomi Indians were to receive the value of Royce Area 148 (where the Shab-eh-nay Band Reservation is located) less the 16,640 acres which had been reserved for the individual bands under Articles 3 and 4 of the Treaty of Prairie du Chien of 1829. Citizen Band of Potawatomi Indians of Oklahoma v. United States 391 F.2d 614, 622-625 (Ct. Cl. 1967) cert. denied 389 U.S. 1046 (1968). Because no statute or treaty has been enacted or ratified which would provide for the payment of compensation for the Shab-eh-nay Band Reservation, the Reservation continues to exist.

II. What tribe is the successor in interest to the Shab-eh-nay Band?

Because a reservation was retained for Shab-eh-nay and his Band out of the cession of the Treaty of Prairie du Chien of July 29, 1829, it is necessary to determine what current tribe is entitled to assert a claim to that reservation. It is clear that the Shab-eh-nay Band no longer exists as a separate entity. Therefore, we had to determine what tribe, if any, is the successor in interest to the Shab-eh-nay Band. Both the Prairie Band of Potawatomi Indians of Kansas and the Ottawa Tribe of Oklahoma have alleged that they are the successor in interest to the Shab-eh-nay Band. The Prairie Band of Potawatomi have presented substantial materials to support their claim and the Ottawa have indicated that they intend to submit materials, though they have not done so to date. No other tribes have expressed an interest in pursuing this claim.

Based on our review of historical documents and legal analysis²⁷, we have determined that the Prairie Band of Potawatomi Indians of Kansas has the strongest claim that it is the successor in interest to the Shab-eh-nay Band and is entitled to enforce the land claim. The Prairie Band has shown that the Shab-eh-nay Band merged with the Prairie Band while they were on the Council

²⁷ The Branch of Tribal Government and Alaska within the Division of Indian Affairs has prepared a more extensive memorandum addressing the historical record, the legal arguments, and the potential claimants. The memorandum is available upon request. The analysis was based primarily on materials submitted by the Prairie Potawatomi. We are certainly willing to consider any materials presented by other tribes.

Bluffs Reservation in Iowa. Because the two groups merged, the Prairie Band at Council Bluffs became the successor in interest to the Shab-eh-nay Band, and the rights of the Shab-eh-nay Band became those of the larger group. The present day Prairie Band of Potawatomi Indians of Kansas evolved from the Prairie Band at Council Bluffs. Therefore, the Prairie Band of Potawatomi Indians of Kansas is entitled to assert the claim to the Shab-eh-nay Band Reservation.

REBUTTAL TO THE ARGUMENTS PRESENTED BY THE STATE OF ILLINOIS IN SUPPORT OF THE DISESTABLISHMENT OF THE SHAB-EH-NAY BAND RESERVATION

The Governor of Illinois, through private counsel, has presented a number of factual and legal arguments in support of the theory that the Shab-eh-nay Band Reservation has been disestablished by Congress. Some of these arguments are based on erroneous facts or erroneous statements of law. The following is a discussion of those errors:

1. Shab-eh-nay and his band held only aboriginal title, and lost that title when they abandoned the Reservation voluntarily.

This statement is both legally and factually inaccurate. In the Treaty of November 3, 1804, 7 Stat. 84, the United States acquired the interest of the United Sac and Fox Tribe. Then, the United States conveyed its interest in that land to the United Tribes of Ottawas, Chippewas, and Potawatomis in the Treaty of August 24, 1816, 7 Stat. 146. The title that the United States conveyed to the United Tribes was recognized title, according to the ruling of the Court of Claims in Citizen Band of Potawatomi Indians of Oklahoma v. United States, 391 F. 2d 614, 622-625 (Ct. Cl. 1967) cert. denied 389 U.S. 1046 (1968). Thus, reservations for the three chiefs and their bands that were provided for in the Treaty of Prairie du Chien of July 29, 1829 were not lands that were held under aboriginal title, but were lands that were held under treaty recognized title.

The State of Illinois is also relying on a September 20, 1833 opinion written by Attorney General Roger B. Taney on the title to the Potawatomi reservations created by the Treaty of October 20, 1832 at Tippecanoe, 7 Stat. 378, 2 Op. Atty. Gen. 587, Sept. 20, 1833. Attorney General Taney concluded that Indian title (i.e. aboriginal title) to the reservations which were withheld from the lands ceded to the United States was not extinguished by the ratification of the Treaty of Tippecanoe. The State of Illinois argues that the Potawatomis held merely the right to use (usufruct) the lands that were reserved for individuals from the cession made in the Treaty of Tippecanoe, or in other words, that recognized treaty title was not created by the Treaty. By making this argument, the State is trying to provide a legal basis for the assertion that title to the Reservation was extinguished by unilateral, voluntary abandonment. Furthermore, the State of Illinois contends that the type of title or interest the Potawatomis held in lands reserved by the Treaty of Tippecanoe is the same type of title under which the reservations referred to in the Treaty of Prairie du Chien were held.

The State of Illinois' arguments are invalid because, as discussed above, the Shab-eh-nay Band Reservation was created by treaty, which conveyed recognized title to Shab-eh-nay and his Band. Voluntary abandonment is a defense to aboriginal title because aboriginal title is dependent on actual, continuous, and exclusive possession of the land. Cayuga Indian Nation of New York v. Cuomo, 758 F. Supp. 107, 110 (N.D. New York 1991). Voluntary abandonment is not a defense to treaty recognized title because extinguishment of treaty recognized title requires the consent of the sovereign. United States v. Santa Fe Pacific Rail Road Co., 314 U.S. 339 (1941); Buttz v. Northern Pacific Railroad, 119 U.S. 55 (1886). Treaty recognized title can be extinguished only by statute or treaty expressing a clear intention by Congress to extinguish it. Oneida Indian Nation v. County of Oneida, 414 U.S. 661 (1974); Lipan Apache Tribe v. United States, 180 Ct. Cl. 487 (1967); United States v. Northern Paiute Nation, 183 Ct. Cl. 321, 393 F.2d 786 (1968).

The distinction between treaty recognized title and aboriginal title emerged after the Supreme Court's decision in Tee Hit-Ton v. United States, 348 U.S. 272 (1955). In Tee Hit-Ton, the Supreme Court held that the Fifth Amendment did not apply to aboriginal title but did attach to recognized or treaty title. Recognized or treaty title must be extinguished by Congress in a statute or treaty and the tribe must be compensated. Recognized or treaty title cannot be extinguished by the mere assertion of an official of the executive branch that the Indians occupying the land have abandoned it. Rather, Congress must clearly express its intent to permit extinguishment of title to an Indian reservation. United States v. Santa Fe Pacific Rail Road, 314 U.S. 339, 347 (1941). In addition, Illinois' argument that aboriginal title can be voluntarily abandoned ignores the policy that the United States pursued during that period, which was to compensate Indian tribes for all lands they occupied and used. *Id.* at page 345. That policy also required that Indian title (which at that time included aboriginal title as well as recognized title) be extinguished by obtaining a voluntary cession of the land. Congress pursued a policy of negotiating cessions of tribal lands from 1795 through 1871. Those negotiations included aboriginal as well as treaty recognized lands. Cohen, Handbook of Federal Indian Law (1982 ed.), at page 517.

With regard to the factual issue of voluntary abandonment, Illinois is relying upon Commissioner Medill's letter of May 27, 1848 and Commissioner Manypenny's letter of April 12, 1856, both of which are contained in House Report 34-40, as evidence that Shab-eh-nay and his Band abandoned the Reservation. A careful reading of the correspondence between the Office of Indian Affairs and the General Land Office indicates that no investigation was ever conducted to determine whether or not Shab-eh-nay and his family or members of his band were occupying the Reservation in 1849. However, there are two 1864 affidavits by George Walker and William Norton which state that Shab-eh-nay and his family were living on the Reservation in 1848 and had just departed for Kansas for a period of one to two years to visit friends and relatives when the General Land Office sold the Reservation in 1849. Both men declared that Shab-eh-nay left the Reservation in the care of non-Indian friends during his periodic trips to Kansas.

2. Congress extinguished any tribal title through the appropriation of 1852.

This assertion is factually inaccurate and emphasizes the confusion that has occurred because Shab-eh-nay and Sho-bo-nier (aka Chevalier) were contemporary Potawatomi leaders of separate bands that received reservations in provisions of two distinct treaties. The property which was the subject of the Act of July 21, 1852, 10 Stat. 20, was land which was reserved for the Potawatomi chief, Sho-bo-nier. He received a reservation of two sections of land near his village under Article 2 of the Treaty of October 20, 1832, 7 Stat. 378. However, Sho-bo-nier's village was in Indiana and was not part of the land ceded to the United States in Illinois in the 1832 treaty²⁸. Letter of July 29, 1851 from Parks and Elwood, attorneys for Shab-eh-nay, to Commissioner of Indian Affairs Lea, and letter of September 24, 1863 from Acting Commissioner of Indian Affairs Mix to Secretary of the Interior Usher. Due to the mistaken description of his village's location, Sho-bo-nier did not receive actual possession of any land in the ceded area. Letter of September 24, 1863 from Acting Commissioner of Indian Affairs Mix to Secretary of the Interior Usher. However, it was determined that he should be paid an amount equivalent to the value of two sections of land in the area of the cession. Letter of July 1, 1839 from Thomas H. Crawford, War Department's Office of Indian Affairs to Major John Dougherty. Although Sho-bo-nier died in 1851, his heirs received payment for his interests in two unspecified sections of land in the ceded area in accordance with the Act of July 21, 1852. On March 21, 1853 the heirs of Sho-bo-nier relinquished their claim to the land for \$1,600. Letter of October 26, 1877 from E. Haut to S.C. Linn. The documents referenced in this paragraph are in Reserved File B-27 at the National Archives. Transcripts of these documents were published in Dowd's Built Like a Bear at pages 115-133.

3. Most historians agree that the Treaty of October 20, 1832 at Tippecanoe merely confirmed those lands reserved in the Treaty of Prairie du Chien of 1829.

This argument is also incorrect. Dr. James Clifton, an expert ethnohistorian, was retained to assist in the preparation of the Prairie Band of Potawatomi's claim to the Shab-eh-nay Band Reservation. In his July 21, 1998 supplementary affidavit, Dr. Clifton addressed the validity of the sources of information used by the historians of the nineteenth century who wrote about the Shab-eh-nay Band Reservation. Dr. Clifton points out the factual inaccuracies in the works of those historians, most of which were based on secondary sources. He observed that those historians appear to have been unaware that Shab-eh-nay and Sho-bo-nier were two different Potawatomi leaders.

Regardless of what may have been the opinions of most nineteenth century historians, it is clear from reading the two treaties that the assertion that the reservations contained in both documents are the same is not based on fact. Articles 3 and 4 of the Treaty of Prairie du Chien of 1829 contain a list of reservations to separate bands and individuals which are readily distinguishable from those persons named in articles 2 and 3 of the Treaty of Tippecanoe of 1832. The reservation for Shab-eh-nay in the 1829 treaty is not related in any way to the reservation for

²⁸ Reserved File B-27 at the National Archives contains the documentation related to Sho-bo-nier and the purchase of his reserved sections of land.

Sho-bo-nier in the 1832 treaty. In a letter dated October 16, 1857²⁹, Representative Albert S. White wrote to Secretary of War Jacob R. Poinsett about the two sections of land reserved for Sho-bo-nier, asking for detailed information on the proposed location of Sho-bo-nier's Reservation, which he described as sections 8 and 17 of Township 34 North, Range 8 West in Lake County, Indiana. The Shab-eh-nay Band Reservation includes section 23, the west half of section 25, and the east half of section 26 in Township 38 North, Range three East, third Principal Meridian in Illinois. These descriptions clearly indicate that two distinct reservations were created by separate treaties at different times. Acting Commissioner of Indian Affairs, Charles E. Mix, confirmed that the reservations were distinct in a letter to J.P. Usher, Secretary of the Department of the Interior dated September 24, 1863³⁰. In that letter Commissioner Mix stated that it appeared that Sho-bo-nier's Reservation had never been located, but that Sho-bo-nier's right to the land had been purchased by the United States in 1852.

It has been clearly established that Shab-eh-nay and Sho-bo-nier were two different individuals. Both men are listed as signatories to the Treaty of September 26, 1833 at Chicago. Sho-bo-nier died in 1851, which is two to three years before Shab-eh-nay engaged attorneys to help him regain possession of his band's reservation³¹. Furthermore, burial records indicate that Shab-eh-nay died in Grundy County, Illinois in 1859³².

4. Congress extinguished any tribal title through a report of the House of Representatives issued in 1856.

The State's argument that Congress extinguished any tribal title through a report of the House of Representatives is factually inaccurate and legally impossible. Congress did not extinguish the recognized title to the Shab-eh-nay Band Reservation in 1856 because no legislative action was

²⁹ A copy of this letter was supplied by the attorneys for the Prairie Band of Potawatomi Indians of Kansas. The letter is in Reserved File B-27 at the National Archives. A transcript of the letter was printed in Dowd's Built Like a Bear at page 127.

³⁰ A copy of this letter was supplied by the attorneys for the Prairie Band of Potawatomi Indians of Kansas. The letter is in Reserved File A-416 at the National Archives. Only a portion of the letter was printed in Dowd's Built Like a Bear at page 163.

³¹ Letter of July 29, 1851 from Parks and Elwood, attorneys for Nashcas Quopaw (the husband of Sho-bo-nier's daughter, Monemoska) to Luke Lea, Commissioner of Indian Affairs. A transcript of the letter appears in Dowd's Built Like a Bear at pages 130-131. The letter is in Reserve File B-27 at the National Archives.

³² Copy of Sexton's Record for Block 7, Lot 59, Evergreen Cemetery in Morris, Illinois, which states that Benjamin Shabonah, an Indian Chief, was buried on July 19, 1859 at the age of 84. A copy of this record was supplied by the attorneys representing the Prairie Band of Potawatomi Indians of Kansas.

taken. The report H.R. Rep. No. 34(3rd)-40 (1856), issued by the House Committee on Indian Affairs, merely stated that the Committee concluded that the petition of a group of citizens of Illinois for the relief of Shab-eh-nay should not be granted. The Committee based its conclusion on the May 28, 1848 letter from Commissioner of Indian Affairs Medill to Representative Wentworth and an April 12, 1856 letter to the Committee from Commissioner of Indian Affairs George Manypenny. In that letter, Commissioner Manypenny stated that Shab-eh-nay and his tribe emigrated voluntarily to lands west of the Mississippi in accordance with the provisions of the Treaty of September 26, 1833. Commissioner Manypenny incorrectly stated that Shab-eh-nay had disposed of his interest in the land to the Gates Brothers. No evidence has been presented that Shab-eh-nay actually sold anything to the Gates Brothers. The portion of the Reservation that Olmstead said he was attempting to acquire was a half section that Shab-eh-nay allegedly agreed to sell to Walker. However, it appears that the conveyance to Walker in 1839 did not take place due to his failure to pay the purchase price. In addition, Shab-eh-nay and his band held the land in common as a tribe. The Non-Intercourse Act, which was also cited as the Act of June 30, 1834, c. 161, § 12, 4 Stat. 730, and codified at 25 U.S.C. § 177, specifically prohibited the sale of tribal lands without the approval of the United States. Congress had not authorized the sale of the Reservation, so any purported conveyance by Shab-eh-nay would have been invalid. Oneida Indian Nation v. County of Oneida, 414 U.S. 661 (1974).

Congress did not enact a statute or resolution as a result of the 1856 House report. The referenced report is not part of a legislative history and did not express the intent of Congress with regard to the Shab-eh-nay Band Reservation. The report merely stated that the Committee would not recommend granting the request contained in the petition of Illinois citizens who believed that Shab-eh-nay should be granted some form of relief for his dispossession. Following the issuance of the report, Congress did not hold any hearings or enact any legislation related to Shab-eh-nay or the Reservation.

5. The statute of limitations contained in the Indian Claims Commission Act bars all tribal claims.

This assertion is legally inaccurate. The statute of limitations contained in the Indian Claims Commission Act applies only to claims for money damages against the United States. The Indian Claims Commission Act is not a legal bar to tribal claims of trespass against third parties occupying the claimed area. The United States' sovereign immunity is not relevant to any claim which a tribe may file against those currently in possession of the land in the disputed area.

CURRENT STATUS OF THE SHAB-EH-NAY RESERVATION

Shab-eh-nay and his band obtained recognized title to a reservation of 1,280 acres near Paw Paw Grove, Illinois in the Treaty of Prairie du Chien of 1829. The Reservation became known as Shab-eh-nay's or Shabbona's Grove. Through the unauthorized acts of Department of the Interior officials, the United States purported to sell the Shab-eh-nay Band Reservation in fee to non-Indian settlers as part of the public domain. The sales were conducted by the General Land

Office and fee patents were issued on the mistaken assumption that the Reservation had been voluntarily abandoned by Shab-eh-nay's Band, thereby merging legal and equitable title in the United States. Because the Congress of the United States has not extinguished the recognized title of Shab-eh-nay's Band, the Reservation still exists.

LEGAL AND POLICY CONSIDERATIONS

It is our opinion that the United States Government is responsible for the dispossession of Shab-eh-nay's Band as well as the cloud on the titles of those non-Indians settlers who purchased land in the claimed area. This claim to the Shab-eh-nay Band Reservation was researched and presented by the Prairie Band of Potawatomi, which alleges that it is the sole successor in interest to Shab-eh-nay's Band. The Prairie Band does not wish to cause distress to those currently occupying the claimed area. Rather, the Prairie Band is interested in pursuing a negotiated settlement with the State of Illinois, which is one of the parties in possession of the claimed area, and would like to obtain the assistance of the Department of the Interior in reaching an equitable settlement. Specifically, the Prairie Band would like to purchase the interests of willing sellers, and have the Department acknowledge that the claimed area is a reservation which the United States is holding in trust for the Prairie Band and any other successor in interest to Shab-eh-nay's Band, if another such successor exists.

The State of Illinois has asserted that the claim to the Shab-eh-nay Band Reservation is not valid. It appears that Illinois officials are struggling with the concept of having an Indian reservation in the state and are concerned about the jurisdictional problems that may arise as a result.

OPTIONS

There are basically four options for dealing with the title problem regarding the Shab-eh-nay Band Reservation. The options are:

1. Negotiate directly with all of the interested parties to draft and propose legislation to Congress to settle the claim.

The United States is not subject to liability for money damages to the Prairie Band of Potawatomi because the Indian Claims Commission Act's statute of limitations bars a suit against the United States. The Prairie Band did not assert a claim against the United States during the time period authorized by the Act and therefore would be barred from asserting a claim now.

Despite the United States' immunity to suit under the Indian Claims Commission Act, the Executive Branch of the United States could play a role in resolving the cloud on the title created by the claim by negotiating directly with all of the interested parties. This approach would involve working with the Prairie Band of Potawatomi and the State of Illinois to draft and present to Congress federal legislation which would clear the title of the current landowners and provide

a compensation package for the Prairie Band of Potawatomi. This approach would guarantee a detailed analysis of all of the issues and it also avoids the unseemly possibility of holding innocent land owners responsible for the alleged misdeeds of the United States. It is likely that the United States would need to provide a substantial contribution to the settlement due to its role in the erroneous conveyances.

Pro: This is a non-adversarial approach which would not expose the United States to the degree of liability which might occur with litigation if the Prairie Band were to obtain a Congressional referral of the claim against the United States to the Court of Federal Claims. This would translate into savings for American taxpayers. This approach would permit greater flexibility in fashioning a remedy that would be acceptable to all interested parties, including the State of Illinois. In addition, including all interested parties in the negotiations would decrease the likelihood that one party or group would mount an opposition campaign against any negotiated agreement.

Con: The United States would admit having sold the land illegally without litigating liability.

2. Refer the matter to the United States Court of Federal Claims.

This approach would require special federal legislation to refer the claim to the United States Court of Federal Claims. The legislation could be drafted to require the United States Court of Federal Claims to determine both the liability of the United States, and the damages resulting from that liability. As an alternative, the legislation could be drafted to admit the liability of the United States and require the United States Court of Federal Claims to determine the amount of damages.

Pro: This approach would guarantee a detailed analysis of all of the issues and it also avoids the unseemly possibility of holding innocent land owners responsible for the misdeeds of the United States.

Con: This is an adversarial process which will take a long time to complete, continuing indefinitely the uncertainty for landowners and further delaying relief to the Tribe. For example, a congressional reference case involving the Alabama Coushatta Tribe was filed in 1983 but the final decision by the Court of Federal Claims was not rendered until June 2000.

3. Request the Department of Justice to sue the current landowners on behalf of the successor(s) in interest to Shab-eh-nay's Band.

Pro: If the Department of Justice were to file suit against the current landowners, it would be likely to encourage the State of Illinois to take an active role in the litigation to protect the non-Indian defendants. This approach would enable the United States to fulfill its trust responsibility to the successor(s) in interest to Shab-eh-nay's Band.

Con: The initiation of a lawsuit against the current landowners would appear unjust. The Executive Branch of the United States Government created the title problems by selling the Shab-eh-nay Band Reservation without Congressional authorization, and issuing the invalid patents that initiated the chain of title of the current landowners. Litigation against the current landowners would also prolong the uncertainty about the ownership of the land and delay relief to the Tribe.

4. Do nothing.

Pro: This approach would not disturb the current landowners and would avoid highly charged political confrontations with Illinois officials and attorneys for the current landowners.

Con: This approach would not solve the problem. The current landowners would continue to have a cloud on the titles to their properties. In addition, the United States would be evading its trust responsibility to the Prairie Band of Potawatomi. Furthermore, the Prairie Band of Potawatomi might sue the current landowners and produce the political uproar that other approaches are intended to avoid.

CONCLUSION

Because we have relied to this point solely on the historical analysis of the Prairie Band of Potawatomi's experts, the Department may wish to retain its own expert to corroborate the analysis provided by the Prairie Band's experts before deciding what option to choose.

We are available to discuss the issues raised in this memorandum. We recommend that a meeting be held with the Prairie Band's representatives in the near future to discuss this matter. A subsequent meeting could then be held with both the Tribe and the Department of Justice.

Exhibit E



United States Department of the Interior

OFFICE OF THE SOLICITOR
Washington, D.C. 20240

JUL 24 2000

Memorandum

To: David Hayes, Deputy Secretary
Kevin Gover, Assistant Secretary - Indian Affairs

From: Derril B. Jordan, Associate Solicitor,
Division of Indian Affairs

Subject: Illinois Land Claim of the Prairie Band of Potawatomi

On January 14, 1998 Mamie Rupnicki, Chairperson of the Prairie Band of Potawatomi Indians of Kansas requested Larry Morrin, Area Director, Minneapolis Area Office, Bureau of Indian Affairs to review her tribe's claim to the Shab-ch-nay Band Reservation in De Kalb County, Illinois and render an opinion on its merits in preparation for litigation to regain possession of the Reservation. Ms. Rupnicki's request was transmitted to Hilda Manuel, Deputy Commissioner of Indian Affairs. In a March 25, 1998 memorandum, Deputy Commissioner Manuel requested David Hayes, Counselor to the Secretary, to determine whether the land claim of the Prairie Band of Potawatomi was valid. Subsequently, a member of Mr. Hayes' staff, Heather Sibbison, informally requested the Associate Solicitor, Division of Indian Affairs, Office of the Solicitor, to review the claim and provide a legal opinion on its merits. This memorandum is in response to that informal request for a legal opinion on the validity of the Prairie Band of Potawatomi's claim to the Shab-ch-nay Band Reservation.

The area encompassing the Shab-ch-nay Band Reservation is located in Shabbona's Grove, Illinois. It includes Section 23, the west half of Section 25, and the east half of Section 26 in Township 38 North, Range 3 East, Third Principal Meridian in Illinois. In Indian Land Cessions in the United States by Charles C. Royce (Washington, GPO, 1900), the claimed area is described as part of Royce Area 148 in Illinois. Currently, the area is in the possession of a few non-Indian families and the State of Illinois, which owns and operates a park in the area.

BACKGROUND¹

¹ The preparation of this section has been based primarily on copies and transcriptions of historical documents assembled by the attorneys for the Prairie Band of Potawamis in support of the tribe's request for an analysis of its claim to the Shab-ch-nay Band Reservation. Unless otherwise noted, the attorneys for Prairie Band represent that these documents were obtained from the National Archives. Copies of the documents submitted by the attorneys for the Prairie Band of Potawatomi Indians of Kansas are on file in the Office of the Solicitor. For the purpose



United States Department of the Interior

OFFICE OF THE SOLICITOR
Washington, D.C. 20240

IN REPLY REFER TO:

JAN 18 2001

Honorable J. Dennis Hastert
Speaker, U.S. House of Representatives
Washington, D.C. 20515

Honorable George H. Ryan
Governor, State of Illinois
State House, Room 207
Springfield, IL 62706-1150

Re: Land Claim of the successors to Chief Shab-eh-nay and his Band

Dear Speaker Hastert and Governor Ryan:

In 1998 the Prairie Band of Potawatomi Indians of Kansas requested the Department of the Interior to review the Band's claim, as the successor in interest to Chief Shab-eh-nay and his Band, asserting Indian title to 1,280 acres of land in DeKalb County, Illinois. Title to this land was recognized in a reservation set aside for Shab-eh-nay and his Band by the 1829 Treaty of Prairie du Chien. I am writing to advise you that, after considerable review of the relevant facts, we have determined that the Prairie Band has a credible claim for unextinguished Indian title to this land. I understand that the leaders of the Prairie Band are not asking that this claim be referred to the Department of Justice for litigation (and indeed, the Department of Justice has not reviewed this claim). Rather, the Band's leaders believe that such a claim should be resolved through legislation enacted by Congress.

I also understand that, since requesting the Department to review the claims, representatives of the Tribe have met and discussed this claim with members of Speaker Hastert's staff. Representatives of Governor Ryan's office have met with Interior Department officials and have asked of our position.

The origin of this title claim lies in the reservation set aside in Article III of the Treaty of Prairie du Chien signed July 29, 1829 by representatives of the United States and the United Nations of Chippewa, Ottawa and Potawatomi Indians, and subsequently ratified by the U.S. Senate. 7 Stat. 320. Such reservations of Indian land constitute recognition of Indian title. The Indian Nonintercourse Act, 25 U.S.C. § 177 (enacted by Congress in 1790), makes void any conveyance of Indian title without the consent of Congress. See *County of Oneida v. Oneida Indian Nation*, 470 U.S. 226 (1985). Our research has not

revealed any subsequent treaty or Act of Congress which authorized the conveyance of these lands.

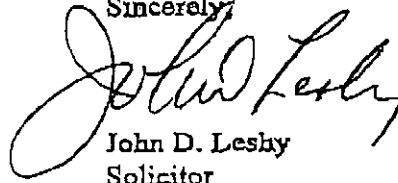
Article 5 of the Treaty of September 26, 1833 with the United Nations of Chippewa, Ottawa, and Potawatomi Indians provided that the lands reserved to Shab-eh-nay and his Band "be a grant in fee simple to him his heirs and assigns forever." 7 Stat. 433. This "fee simple" grant would have removed federal trust restrictions against alienation of those lands, but the Senate struck Article 5 from the 1833 treaty when it ratified it. See 7 Stat. 447. The legal effect was to maintain the 1,280 acres for Shab-eh-nay and his Band under the protection of the United States. These lands were, however, sold in 1849 at a public auction by the U.S. General Land Office to non-Indian settlers. Because this sale was not approved or authorized by Congress, there is a credible argument that it violated the Non-Intercourse Act.

Our research has also led us to the conclusion that the Prairie Band is the lawful successor in interest to Chief Shab-eh-nay and his Band. The Prairie Band did bring a claim against the United States under the Indian Claims Commission Act of 1946 and was paid for the loss of certain lands in northern Illinois. However, the reservation of land for Chief Shab-eh-nay and his Band was specifically excluded from the lands for which the Commission awarded payment. 11 Ind.Cl.Comm. 693, 710 (1962). As a result, we believe the U.S. continues to bear a trust responsibility to the Prairie Band for these lands.

There is evidence that Chief Shab-eh-nay tried to regain possession of these lands before his death in 1859, and that his family and friends continued these efforts after his death. In 1857 sympathetic non-Indian friends of the Chief purchased nearby land for a home for him. Almost a century after his death, a local Boy Scout troop erected a granite memorial to Chief Shab-eh-nay on this site. Representatives of the Prairie Band advised us that they have discussed this claim with local officials, and that the Prairie Band has an option to acquire some land in the claimed area.

The merits of this claim have been discussed among attorneys for this Department, attorneys representing the State of Illinois, and tribal attorneys. The success of any litigation to vindicate this claim is necessarily uncertain, and there is much to be said for pursuit of a settlement for ratification by Congress that would avoid the time, expense, and acrimony of litigation. We have long encouraged such settlements of credible claims, and there would appear to be a genuine possibility here of amicable resolution. We offer the Department's full cooperation in such an endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "John D. Lesky". The signature is written in a cursive, flowing style with a large initial "J".

John D. Lesky
Solicitor

cc: Chairman Badger Wahwasuck, Prairie Band of Potawatomi Indians
Chief Charles Dawes, Ottawa Tribe of Indians, Miami, Oklahoma
M. Francis Ayer, Morisset, Schlosser, Ayer & Jozwiak, Washington, D.C.
(representing the Prairie Band of Potawatomi Indians of Kansas)
Julian C. D'Esposito, Mayer, Brown & Platt, Chicago, Illinois
(representing Governor Ryan of Illinois)
Mark Warnsing, Counsel to the Governor of Illinois, Springfield, Illinois
Lynn H. Slade, Modrall, Sperling, Roehl, Harris & Sisk, Albuquerque, NM
(representing the Governor of Illinois)

Exhibit F

RHSP SURCHARGE \$10.00

TRUSTEE'S DEED

145954

RETURN TO:
BOYLE LAW OFFICE, LLC
301 East Lincoln Highway
DeKalb, IL 60115

GRANTEE NAME & ADDRESS and
~~PRairie Band Potawatomi Nation~~
Prairie Band Potawatomi Nation
16281 Q Road
Mayetta, KS 66509

FILED FOR RECORD
DEKALB COUNTY, IL.

06 APR 25 PM 3:05

Sharon L. Holmes
DEKALB COUNTY RECORDER

DeKalb County Transfer Tax 4420.50

STATE TAX	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	APR. 25. 06	0884.100
	DeKALB COUNTY	FP326654

000015620



2006007210

THIS INDENTURE made this 19th day of April, A.D. 2006, between **ADELINE M. WARD**, as Trustee under the provisions of a trust agreement dated June 21, 1978 and known as Trust No. 102, and **ADELINE M. WARD, PENNY LEE MOSER** and **REBECCA WARD ESPE**, as Co-Successor Trustees of the John A. Ward Declaration of Trust dated June 21, 1978 and known as Trust 101, of the County of DeKalb and State of Illinois, collectively Grantor, and **PRAIRIE BAND POTAWATOMI NATION**, a Sovereign Nation, of Mayetta, Kansas, and its successors and assigns, Grantee.

WITNESSETH, that said Grantor(s), in consideration of the sum of Ten and No/100ths (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said Grantee(s), the following described real estate, situated in DeKalb County, Illinois, to-wit:

PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 38 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST ¼, A DISTANCE OF 2638.85 FEET TO THE EAST QUARTER CORNER; THENCE SOUTH 00 DEGREES 45 MINUTES 45 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST ¼, A DISTANCE OF 1253.59 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 457.1 FEET; THENCE NORTH 04 DEGREES 40 MINUTES 23 SECONDS WEST, A DISTANCE OF 1315.42 FEET; THENCE NORTH 40 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 1142.60 FEET; THENCE NORTH 60 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 1508.90 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 28 SECONDS EAST, A DISTANCE OF 975.35 FEET TO THE SOUTH QUARTER CORNER; THENCE NORTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST ¼ A DISTANCE OF 2661.67 FEET TO THE POINT OF BEGINNING, SITUATED IN DEKALB COUNTY, ILLINOIS.

PIN: 13-23-200-001

Do NOT PUBLISH

Common Address: 8519 University Road, Shabbona, IL 60550

Together with the tenements and appurtenance thereunto belonging.

TO HAVE AND TO HOLD the same unto said Grantee(s), and to the proper use, benefit and behoof forever of said Grantee(s).

2006007210

This deed is executed by the Grantor(s), as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling, SUBJECT, HOWEVER, to: *Amur. RWE PLM 4/25/06* right of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any; rights of the public for use of that portion of the property for highways and roads; rights of Commonwealth Edison Company, or its successor, to use the roads and highways in said township for the transportation and distribution of electrical energy per the resolution recorded July 10, 1961 as Document No. 306122; all rights, claims, or title of the United States of America, or any agency, department or bureau thereof; all rights, claims, or title of the descendants of a Potawatomi Indian Chieftain named Shabbona and his band; all easements, conditions or restrictions of record existing as of the date hereof..

IN WITNESS WHEREOF, said Party/ies of the First Part has executed this instrument the day and year first above written.

Adeline M. Ward (Seal)
ADELINE M. WARD, as Trustee aforesaid

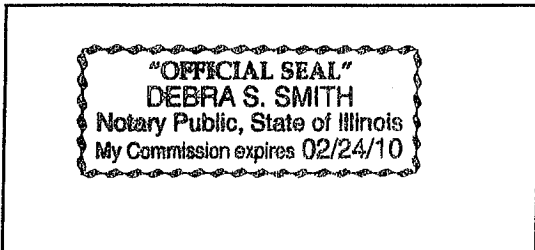
Adeline M. Ward (Seal)
ADELINE M. WARD, as Co-Successor
 Trustee aforesaid

Rebecca Ward Espe (Seal)
REBECCA WARD ESPE, as Co-Successor
 Trustee aforesaid

Penny Lee Moser
PENNY LEE MOSER, as Co-Successor
 Trustee aforesaid

STATE OF ILLINOIS)
) SS
 COUNTY OF DE KALB)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT **ADELINE M. WARD and REBECCA WARD ESPE** personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



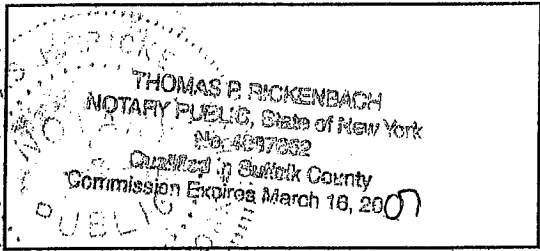
GIVEN UNDER my hand and notarial seal this 25th day of April, A.D. 2006.

Debra S. Smith
 Notary Public

My commission expires on _____

STATE OF New York)
) SS
COUNTY OF Suffolk)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT **PENNY LEE MOSER** personally known to me to be the same person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ~~he~~/~~she~~/~~they~~ signed, sealed and delivered the said instrument as ~~his~~/~~her~~/~~their~~ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



GIVEN UNDER my hand and notarial seal this 19th day of April, A.D. 2006.

[Signature]
Notary Public

My commission expires on March 16, 2007

TAXES TO RETURN TO
FRANCES Ayer
2120 L Street NW
Suite 700
Washington DC 20037

PREPARED BY:

Charles G. Brown
BOYLE LAW OFFICE, LLC
301 E. Lincoln Hwy.
De Kalb, IL 60115

DE KALB COUNTY - ILLINOIS TRANSFER STAMP
- or -
EXEMPT UNDER PROVISIONS OF PARAGRAPH "B"
SECTION 4, REAL ESTATE TRANSFER TAX ACT.

Date Buyer, Seller or Representative

**DEKALB COUNTY RECORDER
PLAT ACT AFFIDAVIT**

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

The undersigned, being duly sworn on oath, states that she resides at 8519 University Road, Shabbona, IL 60550.

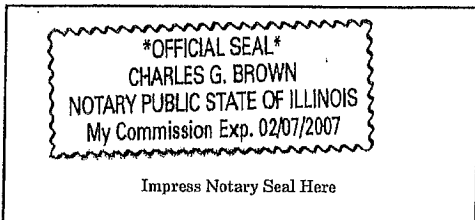
And further states that:

A. That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; or

B. That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: *(please circle the appropriate number)*

1. The division of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances.
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, and a survey has been made by an Illinois Registered Land Surveyor, and the sale is not a sale of any subsequent lot or lots from the same larger tract of land as determined by the dimensions and configuration of the larger tract on October 01, 1973; and further local requirements applicable to the subdivision of land have been met.

Affiant further states that he/she makes this affidavit for the purposes of inducing the Recorder of DeKalb County, Illinois, to accept the attached deed for recording.



Adeline M. Ward
Adeline M. Ward

SUBSCRIBED and SWORN to before me this 25th day of April, 2006.

Charles G. Brown
Notary Public

Exhibit G

18-
20

FILED FOR RECORD
DEKALB COUNTY, IL.

04 FEB 13 AM 9:17


Sharon L. Holman
DEKALB COUNTY RECORDER

WARRANTY DEED

Please do not Publish

Return to:
Thomas L. Doherty, Esq.
125 N. First Street
DeKalb, IL 60115

Taxes to Grantees:
Prairie Band Potawatomi Nation
16281 "Q" Road
Mayetta, KS 66509

STATE TAX	STATE OF ILLINOIS	# 0000000000	REAL ESTATE TRANSFER TAX
	 FEB. 13.04		0027500
	DeKALB COUNTY		FP326654

2004002683

THIS INDENTURE, Made this 11th day of February, 2004, between, **LYNN F. LASEMAN** and **DONNA L. LASEMAN**, husband and wife, of the Village of Shabbona, County of DeKalb and State of Illinois, Grantors; and **PRAIRIE BAND POTAWATOMI NATION**, of the City of Mayetta, in the State of Kansas, Grantee;

DeKalb County Transfer Tax 137.50 *AW*

THE GRANTORS, Lynn F. Laseman and Donna L. Laseman, husband and wife, of the Village of Shabbona, County of DeKalb, and State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration in hand paid, CONVEY and WARRANT to Prairie Band Potawatomi Nation, of the City of Mayetta, in the State of Kansas, the following described Real Estate situated in the County of DeKalb in the State of Illinois, to wit:

Lot 7 in First Addition to Indian Oaks Estates, a Subdivision of a part of the Northwest Quarter of Section 23, Township 38 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded August 29, 1968 as Document No. 344877, in Plat Book "O", page 51, in DeKalb County, Illinois.

Permanent Parcel Index Number: 13-23-128-002
Address of Real Estate: 8930 Tomahawk Trail, Shabbona, DeKalb County, Illinois

(Subject to general real estate taxes for the year 2003 and subsequent years; easements, restrictions, conditions and covenants of record, and building lines.)

hereby releasing and waiving all rights under the virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

Lynn F. Laseman (SEAL)
Lynn F. Laseman

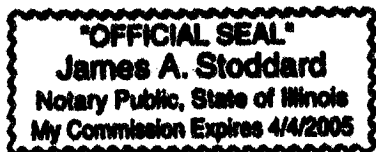
Donna L. Laseman (SEAL)
Donna L. Laseman

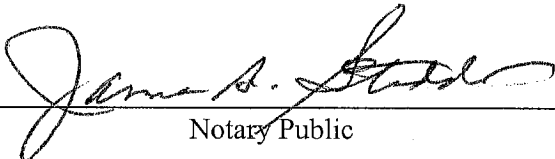
2004002683

STATE OF ILLINOIS)
) -SS-
COUNTY OF DE KALB)

I, the undersigned, a Notary Public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Lynn F. Laseman and Donna L. Laseman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 11th day of February, 2004.





Notary Public

Prepared by:
James A. Stoddard
Klein, Stoddard, Buck, Waller & Lewis, LLC
Attorneys at Law
P.O. Box 86
Sycamore, Illinois 60178
Telephone: 815/899-2210
Fax: 815/895-2276

THOMAS L. DOHERTY

ATTORNEY AT LAW

125 North First Street
DeKalb, Illinois 60115-3201

JEANNE MYSKA
PARALEGAL

TELEPHONE
(815) 787-6666
FACSIMILE
(815) 756-2839

February 23, 2004

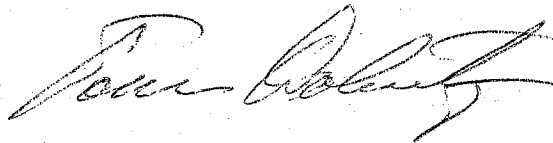
Rey Kitchkumme
Tribal Land Officier
Prairie Band Potawatomi Nation
16281 "Q" Road
Mayetta, KS 66509

RE: Laseman to Prairie Bank Potawatomi Nation

Dear Rey:

Enclosed please find the original recorded Warranty Deed for the property at 8930 Tomahawk Trail, Shabbona, Illinois. Please call me if you have any questions. I enjoyed working with you.

Sincerely,



Thomas L. Doherty

TLD/cll

Enclosures

YOU MAY BE RESPONSIBLE FOR REAL ESTATE TAXES FOR THIS PROPERTY BASED ON AN ALLOWANCE GIVEN TO YOU AT YOUR CLOSING. IF YOU ARE UNSURE WHETHER YOU OWE ANY TAXES, PLEASE REFER TO THE DOCUMENTS YOU RECEIVED AT CLOSING, OR CONTACT YOUR ATTORNEY OR TITLE COMPANY. IF YOU REQUIRE A DUPLICATE TAX BILL, CONTACT THE DEKALB COUNTY TREASURER'S OFFICE AT (815) 895-7112.

CHRISTINE J. JOHNSON, DEKALB COUNTY TREASURER

YOU MAY BE ELIGIBLE FOR A HOMESTEAD LIMITED EXEMPTION OF UP TO \$3,500.00 OFF THE ASSESSED VALUE OF YOUR PROPERTY IF IT IS OWNER OCCUPIED. CONTACT THE SUPERVISOR OF ASSESSMENTS OFFICE AT (815) 895-7120 FOR MORE INFORMATION.

MARGARET M. WHITWELL, SUPERVISOR OF ASSESSMENTS

**THIS NOTICE IS BEING SENT TO YOU COURTESY OF:
SHARON L. HOLMES, DEKALB COUNTY CLERK & RECORDER**

Exhibit H

**TRUSTEE'S
DEED**

BENW756027SK

This Instrument Prepared By:

Foster, Buick, Conklin & Lundgren, LLC
Attorneys at Law
2040 Aberdeen Court
Sycamore, Illinois 60178

**Return to After Recording/
Taxes to Grantee's Address:**

Prairie Band Potawatomi Nation
c/o Tribal Realty Office
16281 Q Road
Mayetta, Kansas 66509



2019011944

DOUGLAS J. JOHNSON
RECORDER - DEKALB COUNTY, IL

RECORDED: 12/26/2019 10:52 AM

REC FEE: 56.00 RHSPS FEE: 9.00

STATE TAX: 235.00

COUNTY TAX: 117.50

PAGES: 2

STATE OF ILLINOIS		000014840	REAL ESTATE TRANSFER TAX
STATE TAX	DEC. 26. 19		00235.00
DeKALB COUNTY		#	FP326654

* The Above Space for Recorder's Use Only *

THIS INDENTURE made this 19th day of December, 2019, between **Keith L. Foster, as Trustee under Trust Agreement known as The Bitterroot Trust #1, as to an undivided one-half interest**, of the City of DeKalb in the County of DeKalb and State of Illinois **AND Janet F. Foster, as Trustee under Trust Agreement known as The Bitterroot Trust #2, as to an undivided 1/2 interest**, of the Village of Shabbona in the County of DeKalb and State of Illinois, parties of the first part and **Prairie Band Potawatomi Nation**, of the County of Jackson and State of Kansas, party of the second part:

WITNESSETH, That the parties of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid, convey and quit claim to the said party of the second part the real estate described as follows:

LOT 6 IN FIRST ADDITION TO INDIAN OAK ESTATES, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29TH, 1968, AS DOCUMENT NO. 344877, IN PLAT BOOK "O," PAGE 51, DEKALB COUNTY, ILLINOIS.

Permanent Index No. 13-23-128-001.

Commonly known as: 4408 Preserve Road, Shabbona, IL 60550.

Subject to the following:

1. General taxes for the year 2019 and subsequent years;
2. Covenants, easements, conditions, and restrictions of record.

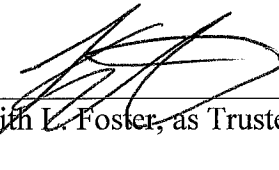
situated in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD, the above granted premises unto the said party of the second part forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

THE BITTERROOT TRUST #1

THE BITTERROOT TRUST #2

By: 
Keith L. Foster, as Trustee aforesaid

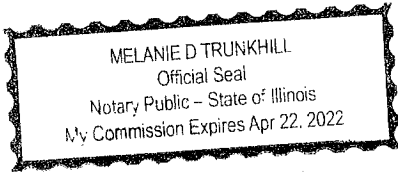
By: 
Janet F. Foster, as Trustee aforesaid

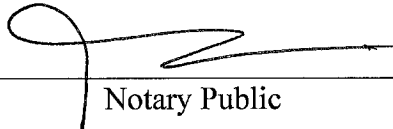
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF DE KALB)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Keith L. Foster, as Trustee of The Bitterroot Trust #1 AND Janet F. Foster, as Trustee of The Bitterroot Trust #2**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 19th day of December, A.D. 2019.





Notary Public (SEAL)

Exhibit I



MEMORANDUM

DATE August 30, 2022

TO Prairie Band Potawatomi Nation

FROM Eric Henson

RE Valuation of the Illinois Land Claim of the Prairie Band Potawatomi Nation

In the 1800s, land that made up the Shab-eh-nay Nation reservation was illegally removed from tribal control. The land in question consisted of 1,280 acres in Northern Illinois and, since then, the descendants of the Nation have been working to reclaim this land or receive appropriate compensation for their loss. The main question addressed in this memorandum is: What is owed to the Prairie Band Potawatomi Nation (“Nation”) as compensation for its loss of the property nearly 200 years ago?

I find that the best measure for compensation due to the Nation is \$99.1 million as of the end of 2018.

This memorandum addresses the dispossession of the Shab-eh-nay Reservation in DeKalb County, Illinois. It covers some of the socioeconomic hardships the Nation has faced, tribal enterprise development the Nation has pursued to alleviate those hardships, and different potential valuations of the land in Illinois. My work on this matter thus far points to the fact that the tribal land in DeKalb County, Illinois is worth a great deal to the Nation in both monetary and historic value and that the Nation should be compensated for its loss of this land accordingly.

I. Background Information

1. In the *Treaty of Prairie Du Chien* (from 1829),¹ much of the tribal land in the Great Lakes region was ceded to the United States. However, the land of three chiefs and their Nations was reserved for the Native people under recognized land title. One of these chiefs was Shab-eh-nay. Four years later, in 1833 (under the *Treaty of Chicago*),² all treaty signatory tribes were required to leave Illinois and five million acres of land in Illinois and Wisconsin were ceded to the United States. At that time,

¹ This treaty can be viewed online at <https://dc.library.okstate.edu/digital/collection/kapplers/id/26123>, accessed on March 14, 2019, at page 297.

² This treaty can be viewed online at <https://dc.library.okstate.edu/digital/collection/kapplers/id/26123>, accessed on March 14, 2019, at page 402.

the people of the Nation migrated west and settled in Council Bluffs, Iowa.³ However, the Nation still retained legal ownership of land in Illinois; the reservation of land discussed herein was 1,280 acres that has been known as Shab-eh-nay's Reservation.

2. When the relocation to Council Bluffs, Iowa took place, after the *Treaty of Chicago*, the people merged with and became part of the Prairie Band Potawatomi Nation.⁴ After 1846, the people of the Nation moved to a reservation in Kansas comprised of 30 square miles, including what is now the city of Topeka. The government of the Nation has been in this location since that time.⁵
3. While still alive, Chief Shab-eh-nay frequently visited family who had been relocated to Kansas for long periods of time. Upon returning to Illinois from one of these trips, Shab-eh-nay was informed that there was an order to sell his land at public auction as it was believed that he and the Nation were no longer using this land and thus allegedly forfeited it. Some or all of the 1,280 acres of land in question were then sold at public auction on November 5, 1849 and had deeds issued on June 1, 1850. Some of the land was occupied by non-Indians when Shab-eh-nay returned to Illinois from Kansas in 1851 or 1852.⁶
4. Information available to me shows that before his death in 1859, Shab-eh-nay worked with lawyers in an effort to retrieve the land in dispute.⁷ If outright return of the land was not possible, it appears that the Chief was open to considering some sort of compensation for the 1,280 acres. I have been informed that the Nation still has legal claim to the Shab-eh-nay Reservation, which is located near the village of Shabbona's Grove and includes land that is part of Shabbona Lake State Park.⁸ The land in question is located in DeKalb County, Illinois, roughly 500 miles from tribal headquarters in Mayetta, Kansas. To this day, I am aware of no action taken to return

³ James A. Clifton, *The Prairie People: Continuity and Change in Potawatomi Indian Culture, 1665-1966*, University of Iowa Press, 1998 ("Prairie People") at page 280.

⁴ Prairie Band Potawatomi Nation, "Tribal History" at <https://www.pbpindiantribe.com/about/tribal-history/>, accessed on March 14, 2019.

⁵ Prairie Band Potawatomi Nation, "Tribal History" at <https://www.pbpindiantribe.com/about/tribal-history/>, accessed on March 14, 2019. Tribal headquarters in Mayetta, KS is about 20 miles north of Topeka and about 80 miles northwest of Kansas City.

⁶ Derril B. Jordan, Associate Solicitor, Division of Indian Affairs, Department of the Interior, *Illinois Land Claim of the Prairie Band of Potawatomi*, July 24, 2000 ("Jordan Opinion") at pages 8-9.

⁷ Jordan Opinion at pages 8-9.

⁸ State Senator Dennis J. Collins introduced a bill on May 19, 1965, which appropriated \$30,000 for a feasibility study for a park on the site. By May of 1967, it had been decided that it was a good site for a state park with a large lake. In 1969 and 1970, the Governor of Illinois Richard B. Ogilvie initiated approvals for more than \$2 million for land purchases. In 1971, the site was officially named "Shabbona Lake and State Park in DeKalb County" and today includes more than 300 acres of man-made lake (The Daily Chronical at <https://www.daily-chronicle.com/2018/06/28/outdoor-oasis-shabbona-lake-state-park-a-40-year-success-story/am6uldu/>, accessed on March 16, 2019).

what is legally still a tribal landholding to the Nation or to fully compensate the Nation for its loss. The lands in question are shown in the map attached hereto as Figure 1.

5. The Nation is a federally-recognized Indian tribe comprised of approximately 4,617 enrolled citizens (i.e., as of June 2018).⁹ As a sovereign tribal nation, the Nation maintains a Constitutional form of government, as well as a Law & Order Code, both of which are subject to the authority of a Tribal Council and a General Council.¹⁰ Additional governmental bodies include a Judicial Council and various other committees and entities responsible for a wide variety of governance activities.¹¹
6. When considering the economic impact of the illicit sale of the 1,280 acres in Illinois, it is clear that the Nation was substantially harmed. Not only were the ancestors of the people of the Nation forcibly relocated, it also lost valuable land in a prime location (60 to 70 miles outside of Chicago) that could have been used for a variety of revenue-generating activities over the past 180 years.

⁹ Letter from Liana Onnen, Chairwoman of the Prairie Band of Potawatomi Indians to Tara Sweeney, Assistant Secretary for Indian Affairs, June 30, 2018 (found at the Bureau of Indian Affairs at https://www.bia.gov/sites/bia.gov/files/assets/as-ia/raca/pdf/98-Prairie_Band_of_Potawatomi_Indians.pdf, accessed on March 16, 2019).

¹⁰ Prairie Band Potawatomi Nation, “Constitution,” at <https://www.pbpindiantribe.com/government/our-constitution/>, accessed on March 15, 2019.

¹¹ Such committees and entities include the Charitable Contributions Committee (<https://www.pbpindiantribe.com/charitable-contributions-committee/>), the Community Health Assessment Team (“CHAT”) (<https://www.pbpindiantribe.com/chat-community-health-assessment-team/>), the Social Services Advisory Committee (<https://www.pbpindiantribe.com/social-services-advisory-committee/>), the Tax Commission (<https://www.pbpindiantribe.com/tax-commission/>), the Tribal Emergency Response Committee (<https://www.pbpindiantribe.com/tribal-emergency-response-committee/>), the Head Start Policy Council (<https://www.pbpindiantribe.com/head-start-policy-council/>), the Planning Commission (<https://www.pbpindiantribe.com/planning-commission/>), the Education Committee (<https://www.pbpindiantribe.com/education-committee/>), the Election Board (<https://www.pbpindiantribe.com/election-board/>), the Enrollment Review Board (<https://www.pbpindiantribe.com/enrollment-review-board/>), the PBPN Powwow Committee (<https://www.pbpindiantribe.com/pbpn-powwow-committee/>), the Peacemakers (<https://www.pbpindiantribe.com/peacemakers/>), the Early Childhood Committees (<https://www.pbpindiantribe.com/early-childhood-committees/>), the Johnson O’Malley Education Committee (<https://www.pbpindiantribe.com/johnson-omalley-education-committee/>), the Land Management Committee (<https://www.pbpindiantribe.com/land-management-committee/>), the LLC Board of Directors (<https://www.pbpindiantribe.com/llc-board-of-directors/>), and the PBP Entertainment Corporation (<https://www.pbpindiantribe.com/pbp-entertainment-corporation/>). These websites were accessed on April 9, 2019.

II. Socioeconomic Hardships

7. In 1846, the Nation agreed to relocate from Iowa to tribal lands on the Kansas River in exchange for a trust fund worth \$850,000.¹² However, the Nation was required to pay over \$100,000 to the US government for the land and to cover its own relocation expenses.¹³ As noted above, the original landholding was 30 square miles, but over time the lands were diminished, and the Nation faced significant hardships in Kansas, with many individual Indians being forced to move away from the Reservation to survive.¹⁴
8. Like many other tribal nations, the Nation experienced a great deal of hardship under the Dawes Act of 1887 and the expropriation of assets that occurred following tribal lands being divvied up into individual allotments. Prior to allotment, the Nation held 121 square miles of reservation territory. After allotment, this was broken into smaller parcels (of 80 or 160 acres per individual/family).¹⁵ By the 1960s, what was once a 121 square mile reservation was diminished to only about 20 percent Indian ownership. Furthermore, much of the land that was left belonged to Potawatomis who had leased their land to non-Indians. By the 1970s, the Nation maintained ownership of only about one percent of the original reservation (approximately 890 acres).¹⁶
9. Despite the relative stability and advances the Nation has achieved over the past few decades, recent publicly available data show that the Nation lags behind other groups in a number of important socioeconomic characteristics. For example, as of 2015, the Nation had lower median household income than the average for Kansas (\$46,000 per year versus more than \$52,000 (a difference of more than \$6,000 annually)).¹⁷ At that same time, the unemployment rate for the Nation was 5.3% while the rate in Kansas was only 3.9%, and the percentage of people living below poverty level for the Nation

¹² Prairie People at page 341. Note that certain conditions were placed upon payments from the trust fund to the Nation.

¹³ Prairie People at page 341. Note that American Indians were not granted US citizenship until 1924 (see the *Indian Citizenship Act of 1924*). This meant that individuals in the Nation who were dealing with other governmental entities at the time were at a significant disadvantage because they were engaged in negotiations for this land as non-citizens and displaced people.

¹⁴ Prairie People at page 352.

¹⁵ Personal communications with tribal leadership, March 27, 2019 (phone interview with outside legal counsel and Joseph Rupnick (Tribal Chair), Zach Pahmahmie (Tribal Vice Chair), Camilla Chouteau (Tribal Secretary), Wade Pahmahmie (Tribal Treasurer), William Evans (Tribal Council), and Raphael Wahwassuck (Tribal Council)).

¹⁶ *Tiller's Guide to Indian Country, Economic Profiles of American Indian Reservations*, BowArrow Publishing Company, 2005 ("Tiller's Guide") at page 554; personal communications with tribal leadership, March 27, 2019.

¹⁷ US Census Bureau, 2011-2015 American Community Survey 5-Year Estimates ("Census Estimates"). The Census Estimates present median household income over the previous 12 months in 2015 inflation-adjusted dollars. The Nation is represented by Race and Ethnic Code 13J: "Prairie Band of Potawatomi Nation, Kansas alone (H27)" (see US Census Bureau at <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>, accessed on March 26, 2019).

was 16.9% while the rate in Kansas was more than three percent better (i.e., lower), at 13.6%.¹⁸

10. In 2000, when the Department of the Interior released the Jordan Opinion (cited at footnotes 6 and 7 above) regarding the Illinois land claim, it was apparent to all interested parties that the harms done to the Nation by the loss of its Illinois reservation had not been compensated and that the Nation's development efforts were still suffering from hardships stemming from the 1800s.

III. Tribal Enterprise Development

11. Tribally-owned enterprises are the preferred avenue by which most tribes (including the Nation) can attempt to generate additional revenues to provide public and social services to the community. In part, this is because tribal lands are either held in trust or restricted status and tribal governments cannot collect property taxes as is typical of most other governments. Moreover, retail tax collections are typically non-existent or very modest. Each year the Nation, like other tribes, has faced cuts to federal assistance.¹⁹ To overcome these difficulties, the Nation has engaged in business development like other tribes, the most successful and wide reaching being the Prairie Band LLC. The Prairie Band LLC was established by the Nation in 2010 and is described as a "wholly-owned holding company."²⁰ The LLC has an elected Board of Directors, as well as a CEO, CFO, and COO. This leadership team reports to the Tribal Council, which provides oversight on behalf of citizens of the Nation, who are effectively the owners of the company.²¹ The mission of the company is to "expand and diversify the economic portfolio of the Nation" beyond just tribal gaming. The LLC states that the ultimate goal is tribal economic self-sufficiency.²²
12. As of 2019, the Nation operates eight enterprises, six of which are held by the Prairie Band LLC holding company. Outside of the LLC, the Nation retains ownership of the Prairie Band Casino and Resort as well as the Firekeeper Golf Course.²³ Tribal

¹⁸ Census Estimates, accessed on March 27-28, 2019.

¹⁹ Personal communications with tribal leadership, March 27, 2019.

²⁰ Prairie Band LLC, "Profile" at <https://prairiebandllc.com/Profile.aspx>, accessed on March 15, 2019.

²¹ Prairie Band LLC, "Leadership" at <https://prairiebandllc.com/Profile/Leadership.aspx>, accessed on March 15, 2019.

²² Prairie Band LLC, "Profile" at <https://prairiebandllc.com/Profile.aspx>, accessed on March 15, 2019. According to the Nation, self-sufficiency is not viewed as merely economic profits, but includes an expansive view of social services geared to meeting the needs of the tribal citizenry (personal communications with tribal leadership, March 27, 2019).

²³ Prairie Band LLC, "Companies" at <https://prairiebandllc.com/Companies.aspx>, accessed on March 15, 2019.

governmental programs and services also make up a substantial part of the Nation's workforce. All told, the Nation employs over 1,000 individuals.²⁴

13. While the efforts noted above are impressive, and show the Nation's dedication to building its economy and providing jobs in Kansas, the desire to restore the homelands in Illinois has been constant for leadership of the Nation; rebuilding the land base has been an important goal over the past two decades.²⁵ In 2001, the Nation purchased 10,300 acres of land which were returned to the reservation in Kansas.²⁶ Following the 2001 purchase, the Nation purchased 128 contiguous acres of land at the original reservation site in Shabbona Grove, Illinois in 2006.²⁷ This land was purchased for \$8.8 million, much higher than the going rate for farmland in Northern Illinois.²⁸ The 128 acres purchased in Illinois sit roughly 500 miles away from the Kansas reservation.
14. The Nation's dedication to land restoration can also be seen in various efforts to return to the land. For example, as noted above, the Nation purchased more than 100 acres in Shabbona in 2006, and in 2007 announced plans to build an electronic bingo hall there, as well as to set aside a parcel of land for housing for tribal officials when they are in the area. The following year, the Nation and Dekalb County signed an intergovernmental agreement regarding the building of the bingo facility. Besides this economic endeavor, the Tribal Council traveled to Shabbona in 2009 for a community goodwill outreach tour and has continued to do so on an annual basis since then.²⁹

IV. Valuation of the Lost Land

15. **The Nation's purchase of alternative land:** As noted earlier, the Nation was required to pay the United States government \$100,000 for the land it was relocated to in Kansas in 1846. This \$100,000 would have been in addition to the substantial relocation expenses that were incurred by the Nation at the time of the move. This large sum of money paid to the US government clearly damaged the Nation by diminishing the assets available for starting over in a less desirable area of the

²⁴ Approximately 300 individuals are employed by governmental operations, 750 by casino operations, and 30 by the tribal LLC (personal communications with tribal leadership, March 27, 2019).

²⁵ Personal communications with tribal leadership, March 27, 2019.

²⁶ Personal communications with tribal leadership, March 27, 2019.

²⁷ Prairie Band Potawatomi Nation, "Historical Timeline," at <https://www.pbpindiantribe.com/timeline/>, accessed on March 16, 2019. I understand there was one additional non-abutting parcel of one acre purchased at that same time.

²⁸ Personal communications with tribal leadership, March 27, 2019; see also The State Journal Register at <https://www.sj-r.com/news/20160402/tribes-bingo-hall-plan-under-review-by-federal-agency>, accessed on March 16, 2019.

²⁹ Personal communications with tribal leadership, March 27, 2019.

country.³⁰ If the Nation had been able to put this money to work in productive endeavors, rather than spending it on its own relocation to Kansas, the present value of those funds would be substantial. Information indicates that prevailing interest rates in the 1840s were in the range of 4% to 5% per year, and if the Nation had secured returns on this \$100,000 from 1846 at an annual interest rate of 4%, the value as of the end of 2018 would be about \$85.1 million.³¹

16. **Present day value of parcels in the area:** One of the most obvious ways the land could have been used would have been for farming. Farmland in northern Illinois is extremely productive – in fact, it is some of the most productive farmland in a state that is well-known as an agricultural powerhouse. According to the Illinois Society of Professional Farm Managers and Rural Appraisers, farmland in Northern Illinois was priced between \$10,500 and \$11,000 per acre in 2018.³² At a valuation of \$11,000 per acre, the land belonging to the Nation would have been worth approximately \$14.1 million as of 2018.³³
17. **Valuation of the Illinois Land Claim of the Prairie Band Potawatomi Nation:** The valuation method described here is indicative of the value of the loss the Nation has suffered, and is corroborated by spending the Nation itself has undertaken to reacquire

³⁰ This method of valuation can also be applied to what the land in Shabbona's Grove is worth from the 1849 sale. As noted above, some or all of the 1,280 acres of land in question were sold at public auction on November 5, 1849 and had deeds issued on June 1, 1850. While the auction prices of the parcels sold from the 1,280 acres are unknown at this time, the land has greatly increased in value since these sales were made.

³¹ An alternative measure of the value of these lands to the Nation is to look at a recent acquisition by the Nation of what was previously reservation land. The most relevant recent purchase I am aware of is the one made by the Nation in 2006. At that time, the Nation bought 128 acres of the previous Illinois reservation for \$8.8 million (Chicago Tribune at <https://www.chicagotribune.com/news/ct-native-american-video-gambling-hall-met-20160328-story.html>, accessed on March 14, 2019; Personal communications with tribal leadership, March 27, 2019). When this is grossed up to 1,280 acres, we find a land value of \$88.0 million. If we bring this value forward at annual inflation rates as measured by the Consumer Price Index for the years 2006 through 2018, we arrive at an estimate of more than \$109.7 million for the 1,280 acres in question. A review of recent land listings within 4 miles of Shabbona indicate that land prices range from about \$10,000 to nearly \$80,000 per acre (see Zillow at https://www.zillow.com/homes/for_sale/Shabbona-IL/pmf,pf_pt/land_type/29447_rid/globalrelevance_ex_sort/42.042918,-88.439599,41.602864,-89.24984_rect/10_zm/, accessed April 10, 2019). In 1970, the 1,550 acres that is now Shabbona Lake State Park was purchased for \$2.1 million, meaning that the land was valued at \$1,354 per acre (*The Daily Chronicle* at <https://www.daily-chronicle.com/2018/06/28/outdoor-oasis-shabbona-lake-state-park-a-40-year-success-story/am6uldu/>, accessed on March 16, 2019). Adjusted for inflation, this value would be about \$11.2 million for 1,280 acres in 2018.

³² See the Illinois Society of Professional Farm Manager & Rural Appraisers at <https://ispfmra.org/2018/07/01/little-change-in-illinois-farmland-values/>, accessed on March 5, 2019.

³³ AgriNews supports this valuation (see the AgriNews website at http://www.agrinews-pubs.com/news/survey-finds-illinois-farmland-prices-stabilizing/article_3403c8b3-a8b8-5d2b-9a4a-042e315a161c.html, accessed on March 5, 2019). Current farmland listings in and around Shabbona Lake State Park also support this valuation. For example, at the time of writing, a parcel of 40 acres of land in Shabbona Grove is on the market for \$10,350 per acre (with an estimated total yield of 7,560 bushels of corn annually from farming the 40 acres (see Martin, Goodrich & Waddell, Inc. at <https://mgw.us.com/real-estate/>, accessed March 5, 2019)).

some of the land in question. The Nation used a substantial amount of its own capital in 2006 to regain control of only one-tenth of the original reservation. The value I have calculated (\$85.1 million + \$14.1 million = \$99.1 million) is a fair and reasonable estimate for the harm that the Nation has endured for going nearly two centuries without its reservation.

18. **A note on the potential for gaming:** Farming is only one development option that the Nation would have taken if it had retained control of the Illinois reservation. Another option would have likely been to build a casino on the Shab-eh-nay Reservation. This scenario aligns with actual events, as the Nation opened a casino on tribal lands in Mayetta, Kansas in 1998. According to the National Indian Gaming Commission, growth in Indian gaming revenue has increased at an annual rate of nearly 8.5% since 1995 (see Figure 2).³⁴
19. Consider now an individual casino that exhibits some similarities to a potential gaming facility located in Illinois. If we look to the Forest County Potawatomi Nation in Wisconsin (which operates a casino just outside of the city of Milwaukee), we find that the gaming operation generated about \$390 million in gaming revenue in 2015, which was up 2.5% from 2014. From this revenue, \$25 million to \$30 million goes to the state of Wisconsin as an annual payment, with an additional \$5.4 million going to the city of Milwaukee and the County of Milwaukee.³⁵ Not only are there tribal benefits from large gaming revenues, but the state, city and county benefit as well. Casino revenue pays tribal members about \$70,000 annually and helps to maintain tribal governments.³⁶ If this facility continued to grow at a rate reflective of growth in the region (conservatively 2.5% per year from 2015 through the end of 2018), it is expected that revenues for 2018 would have been about \$420 million.
20. Had the Nation been able to retain ownership of the 1,280 acres of land, over time it would have seen the value of those lands increase. The location of the land would have been key as Chicago was built up into a major metropolitan area, and this would have been particularly true with the expansion of tribal gaming operations starting in the late 1980s. Situated roughly 60 to 70 miles outside of Chicago, the Nation would have been located near an area that is much larger, busier and wealthier than any of the cities in Kansas or Wisconsin.
21. Chicago is a very large gaming market, with a Metropolitan Statistical Area (“MSA”) population of 9,546,326 in 2016 (compared to the Topeka MSA with a 2016 population of 232,948; the Kansas City MSA with a 2016 population of 2,106,382;

³⁴ See the National Indian Gaming Commission, *Gross Gaming Revenue Reports* at <https://www.nigc.gov/commission/gaming-revenue-reports>, accessed on March 15, 2019.

³⁵ Milwaukee Wisconsin Journal Sentinel, “Potawatomi Casino Sees Modest Increase in Revenue,” at <http://archive.jsonline.com/business/potawatomi-casino-sees-modest-increase-in-revenue-b99558829z1-322111621.html>, accessed on March 5, 2019.

³⁶ Milwaukee Wisconsin Journal Sentinel, “Potawatomi Casino Sees Modest Increase in Revenue,” at <http://archive.jsonline.com/business/potawatomi-casino-sees-modest-increase-in-revenue-b99558829z1-322111621.html>, accessed on March 5, 2019.

and the Milwaukee MSA with a 2016 population of 1,576,143).³⁷ Chicago also has higher income measures. For example, median household income in Chicago was \$63,327 in 2016 and only \$52,861 in Topeka, \$59,344 in Kansas City, and \$55,625 in Milwaukee. Likewise, Chicago had a higher per capita income in 2016 (\$33,101) than Topeka (\$27,168), Kansas City (\$31,528) and Milwaukee (\$31,258).³⁸ In addition, Chicago also includes one of the largest airports in the US, bringing a great deal of outside traffic to the city. These facts show that Chicago is a much more promising market to be located near than these comparators. It has more people with more money to spend, which makes a casino in Chicago likely to be dramatically more profitable than similar ventures located near Topeka, Kansas City, or Milwaukee. See Figure 3A for an illustration of the size of the potential market near Chicago, when compared to these other metropolitan areas, in terms of population. As can be seen from the figure, the Chicago MSA is four and a half times as large as the Kansas City MSA, more than six times as large as the Milwaukee MSA, and more than forty times the size of the Topeka MSA. Figure 3B provides an illustration of how median household incomes compare in these MSAs, while Figure 3C has an illustration for per capita income in these same four locales.³⁹

22. **Additional harms not quantified:** Additional harms that have not been quantified should be considered. These include the presence of a rail line across a portion of the land in question; recreational uses enjoyed by non-tribal citizens in Dekalb County over the last several decades; the loss of historical, spiritual, or cultural items inundated by the man-made lake in Shabbona Lake State Park; and the social and economic harms that follow displaced people.
23. The rail line in question is currently operated by the Union Pacific Railroad Company, and can be seen on Figure 1 as a yellow line running from the upper right-hand side of the map (near Inset A) toward the bottom of the map directly south of the lake inside Shabbona Lake State Park. Preliminary research indicates that the rail line was likely constructed in the latter half of the 1800s, and has thus been trespassing on tribal lands for more than a century.
24. As noted above, Shabbona Lake State Park has been available to meet the recreational needs of those in Dekalb County and the rest of Illinois since 1971. This period spans nearly five decades in which non-tribal citizens have enjoyed a public amenity without compensation to the Nation.
25. One of the most important harms arising from the relocation of the Nation is potentially unmeasurable, because it comes from the unknown losses that have taken place between 1829 (when the land in question contained a creek, but not a lake) and

³⁷ US Census Bureau, Population Division: Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2017, Release Date: March 2018.

³⁸ US Census Bureau, 2012-2016 American Community Survey 5-Year Estimates (see US Census Bureau at <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>, accessed on March 27, 2019).

³⁹ The statistics in these figures represent the MSAs to which these cities belong.

the 1970s (when the recreational lake was created in Shabbona Lake State Park). The lake has now inundated part of the Nation's homelands for decades, and the Nation has no way of knowing what historical, spiritual, or cultural items were lost in the reshaping of the land. These losses undoubtedly include burial sites for the ancestors of those who currently make up the Nation's population.⁴⁰

26. Finally, I note that the Nation was forcefully displaced from what should have been tribal lands in Illinois since at least the mid-1800s and has likely suffered intergenerational non-economic injuries associated with that displacement. According to the United Nations, displaced people experience "significantly higher rates of mortality than the general population." Furthermore, displaced people are susceptible to a host of other social and economic hardships. Literature discusses how displaced people are a high risk population for physical attacks, suffer aggravated levels of sexual assault, endure long periods with insufficient housing, often subsist on inadequate food supplies, and have limited access to healthcare and other services.⁴¹ While beyond the scope of this analysis, these factors should not be ignored when determining the losses suffered by the Nation.

If you have any questions or comments regarding this memorandum, please contact me at your convenience.

⁴⁰ Personal communications with tribal leadership, March 27, 2019.

⁴¹ United Nations Human Rights Office of the High Commissioner at <https://www.ohchr.org/en/issues/idpersons/pages/issues.aspx>, accessed on March 26, 2019.

Figure 1
SHAB-EH-NAY RESERVATION

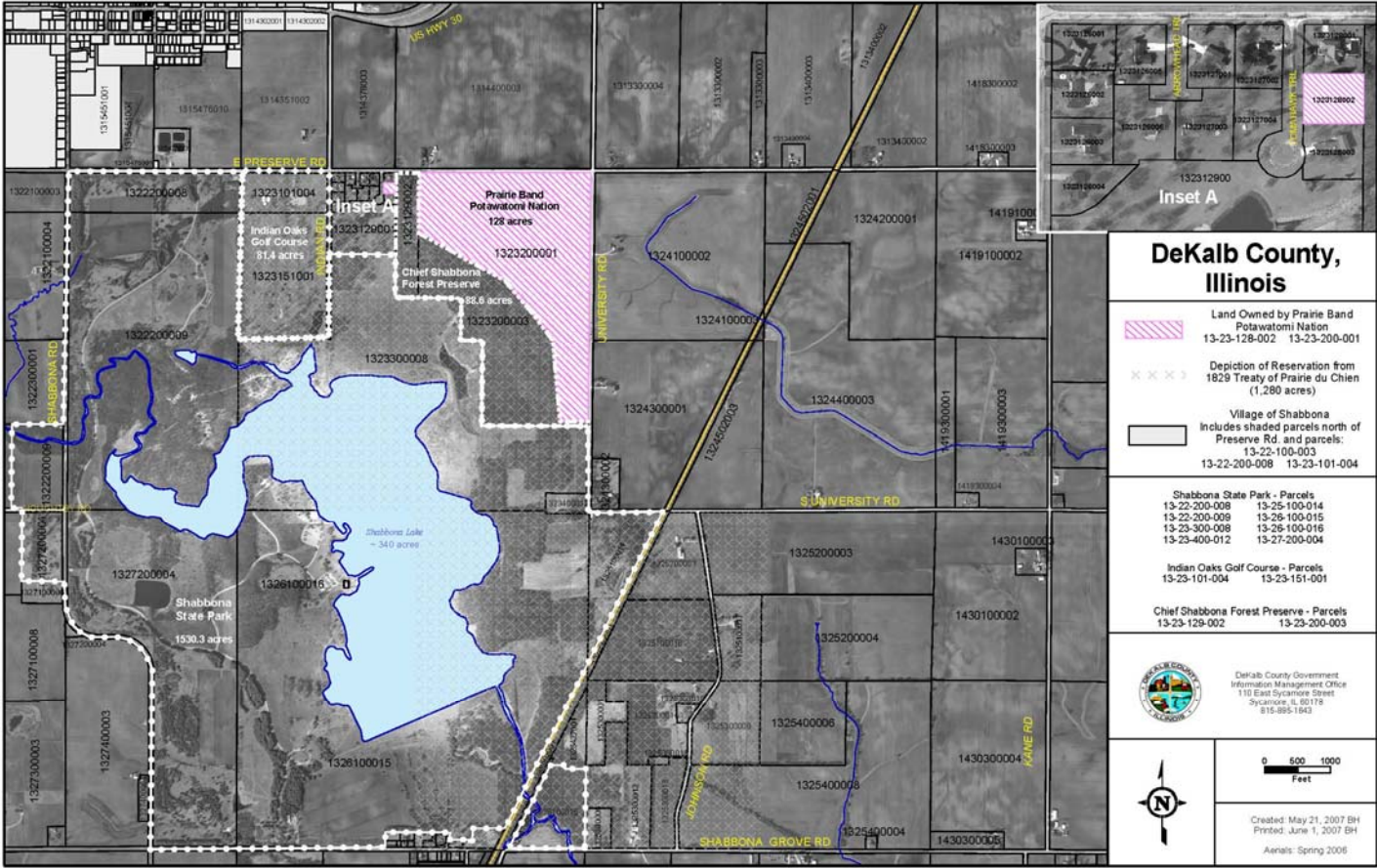
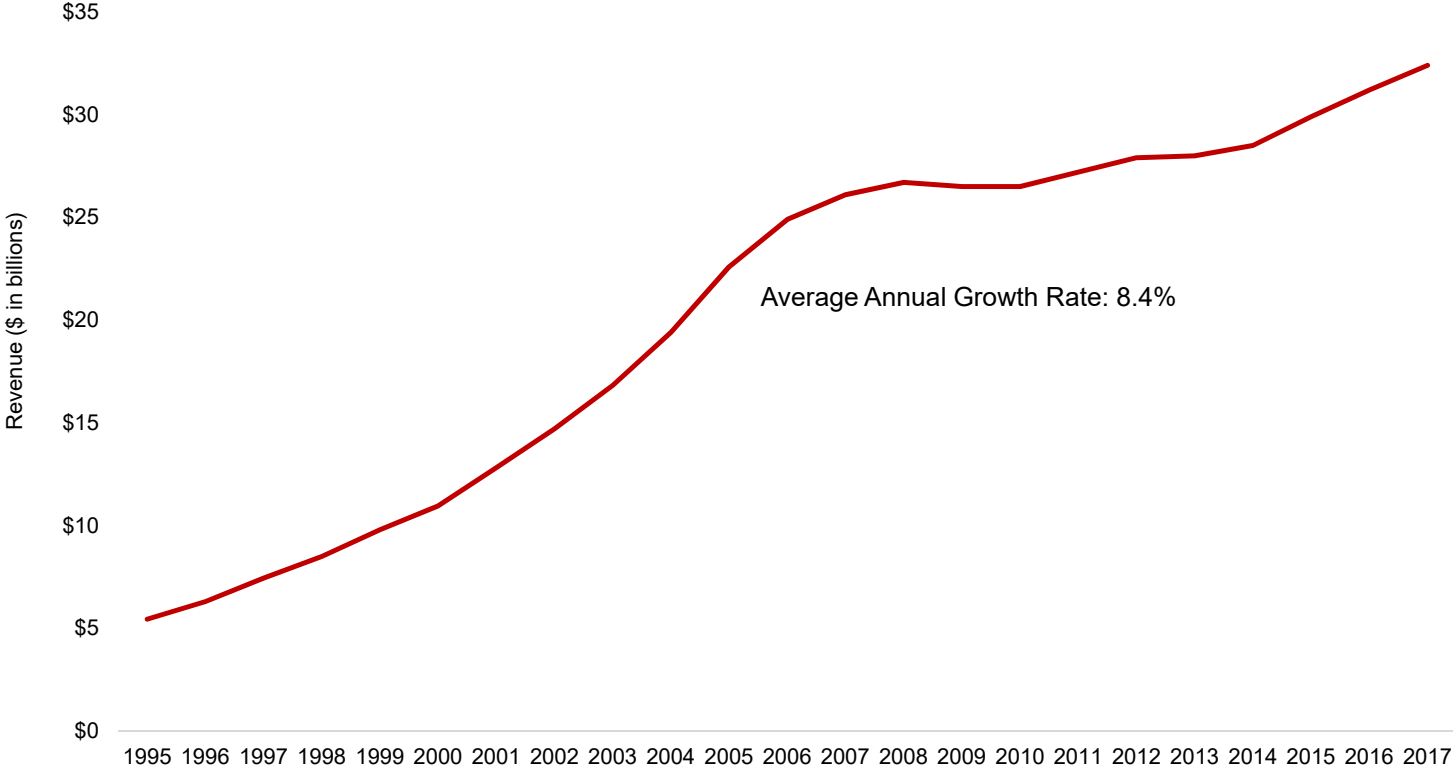


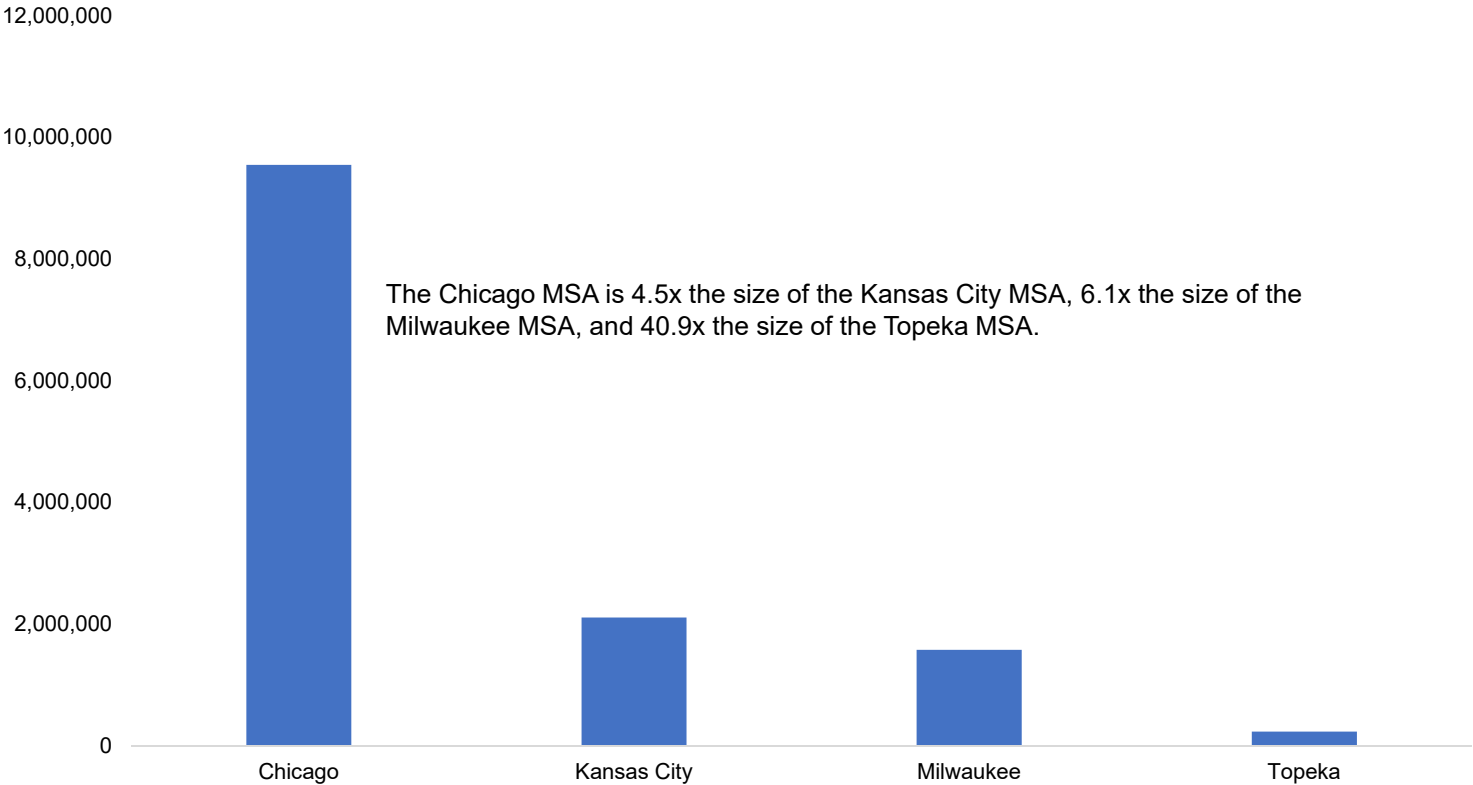
Figure 2
GROWTH IN INDIAN GAMING REVENUE
1995-2017



Note: Average annual growth rate reflects the calculated compound annual growth rate.

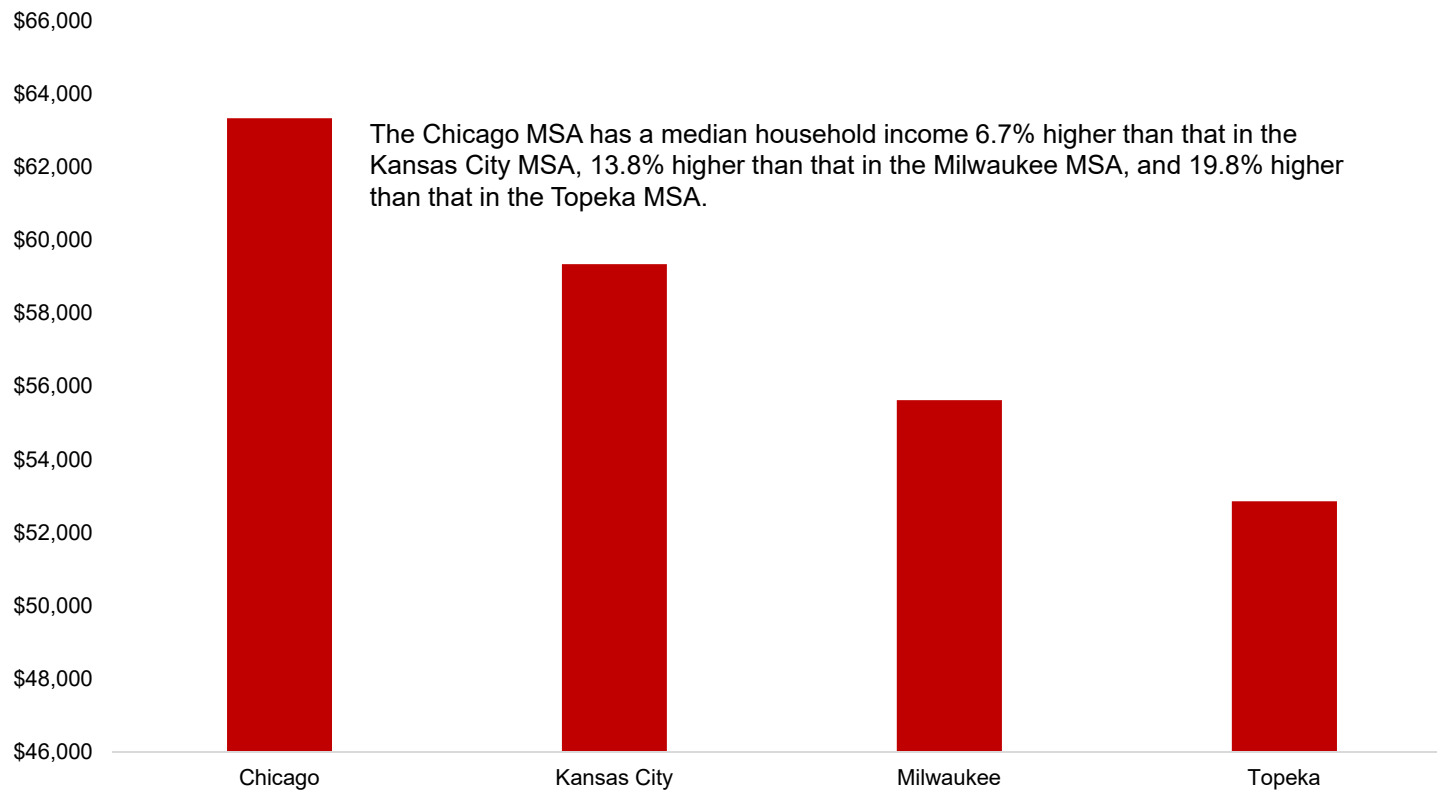
Source: National Indian Gaming Commission, *Gross Gaming Revenue Reports* at <https://www.nigc.gov/commission/gaming-revenue-reports>, accessed on April 9, 2019.

Figure 3A
POPULATION COMPARISONS
Metropolitan Statistical Areas - 2016



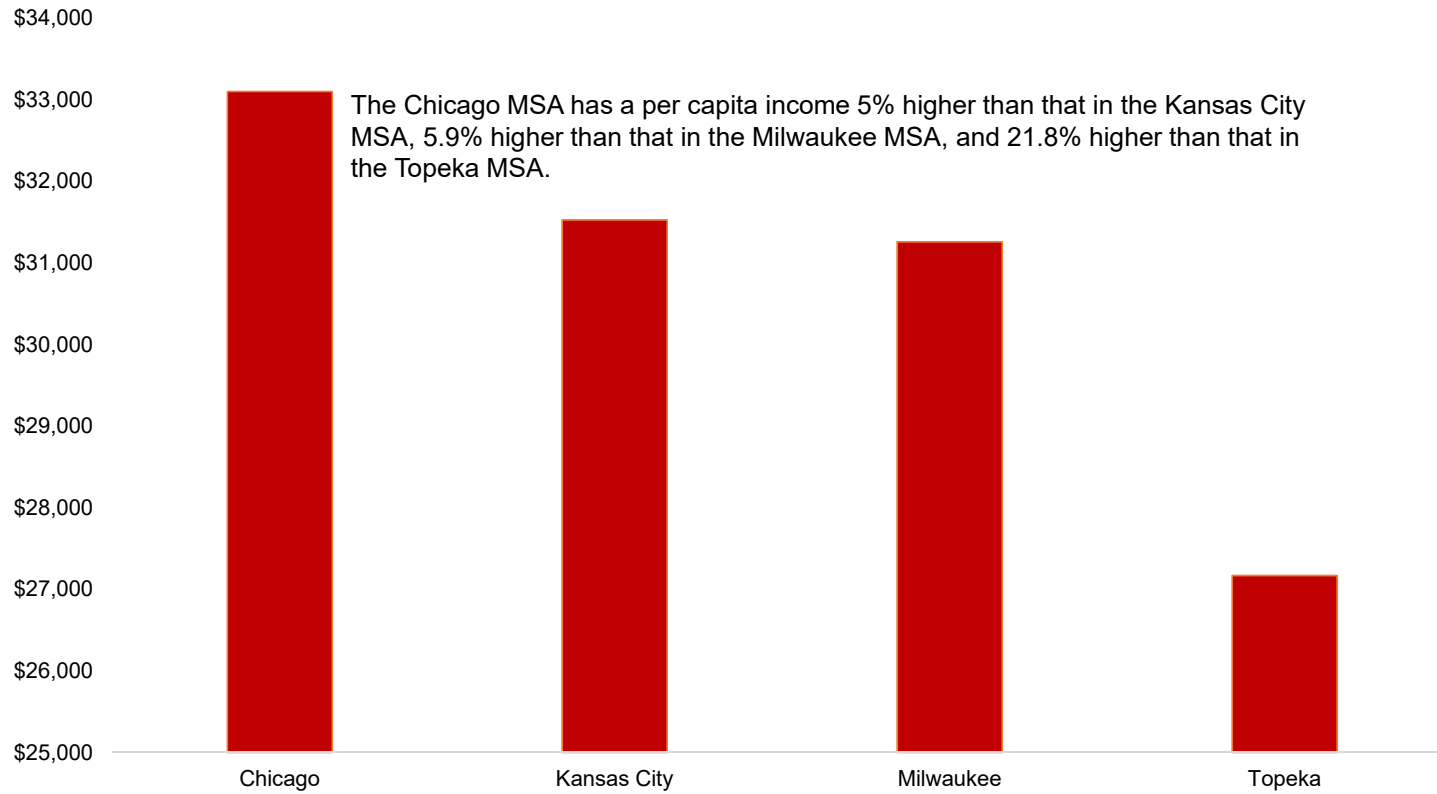
Source: US Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, at <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>, accessed on March 27, 2019.

Figure 3B
MEDIAN HOUSEHOLD INCOME COMPARISONS
Metropolitan Statistical Areas - 2016



Source: US Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, at <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>, accessed on March 27, 2019.

Figure 3C
PER CAPITA INCOME COMPARISONS
Metropolitan Statistical Areas - 2016



Source: US Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, at <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>, accessed on March 27, 2019.

Exhibit J



Rooster Ag'

R E A L T Y

September 19, 2022

Prairie Band Potawatomi Nation
 c/o Joseph "Zeke" Rupnick
 RE: Farmland Market Analysis for Potawatomi replacement area

Dear Chairman Rupnick:

Per your request, I have identified a number of different land transactions that have taken place within the 100-square mile "Replacement Area" located near the Shab-eh-nay Band Reservation and defined under H.R. 8380, the Prairie Band Potawatomi Nation Shab-eh-nay Band Reservation Settlement Act of 2022. Based on these transactions over the last 13 months, we found valuations ranging from \$9,649 per acre on the low end to \$15,385 per acre on the high end with an average value of \$11,672 per acre.

However, based on commodity prices, the amount of investor monies and farmer/grower funds coming to the market this fall, we expect these numbers to increase over this past history analysis. Where today, in order to determine the estimated cost associated with acquiring up to 1,151 acres of farmland in the identified location, we expect B soils to fall in the \$12,000 to \$14,000 per acre range and A soils in the \$15,000 to \$19,000 per acre range.

Under H.R. 8380, I understand that Congress is considering an appropriation of funds to restore the entirety of the original 1,280 acre Shab-eh-nay Band Reservation. This estimate provides real fair market data for the cost to the Nation of taking that action were the legislation to be enacted.

Shab-eh-nay Reservation Replacement Area Analysis										
Date	Region	County	Township	Legal	Acres	Price	Price/Acre	Buyer	Seller	PI
7/1/22	Northeast	DeKalb	Clinton	S10.3 T38N R4E	340.90	\$ 3,749,790.00	\$ 11,000.00	G2 Farms	Farms for Life Foundation	127
7/1/22	Northeast	DeKalb	Afton	S22 T39N R4E	40.00	\$ 553,446.00	\$ 13,836.15	R Buchholz	Rohrer Tr	141
7/1/22	Northeast	DeKalb	Afton	S27 T39N R4E	38.10	\$ 552,755.00	\$ 14,508.01	H Erlenbach	Rohrer Tr	136
6/1/22	Northwest	Lee	Willow Creek	S35 T38N R2E	39.30	\$ 501,046.00	\$ 12,749.26	R Mullins	G McNeilly	137
4/1/22	Northeast	DeKalb	Clinton	S20.21 T38N R4E	235.00	\$ 2,267,557.00	\$ 9,649.18	K Herrmann Tr	M Blum Tr	136
4/1/22	Northeast	DeKalb	Shabbona	S24 T38N R3E	154.00	\$ 1,624,455.00	\$ 10,548.41	Indian Preserve Properties	Skabo Tr	126
4/1/22	Northwest	Lee	Willow Creek	S19 T38N R2E	38.00	\$ 395,975.00	\$ 10,420.39	J Pfeiffer	Chicago Title Land Tr Co Tstee	121
3/1/22	Northeast	DeKalb	Shabbona	S25 T38N R3E	155.30	\$ 1,552,500.00	\$ 10,000.00	Tellus Demetra LLC	E Vock	131
3/1/22	Northeast	DeKalb	Clinton	S14 T38N R4E	79.00	\$ 980,840.00	\$ 12,415.70	Tellus Demetra LLC	Maia Wagner Farm	139
1/1/22	Northwest	Lee	Willow Creek	S28.33 T38N R2E	118.20	\$ 1,285,831.00	\$ 10,878.43	Farm Together Willow Creek	J Ewing	121
12/1/21	Northeast	DeKalb	Clinton	S16 T38N R4E	95.00	\$ 1,329,930.00	\$ 13,999.26	R Buchholz	T Frieders	131
12/1/21	Northeast	DeKalb	Shabbona	S22 T38N R3E	52.00	\$ 533,306.00	\$ 10,255.88	R Mullins Tr	C Oleson etal	132
11/1/21	Northwest	Lee	Willow Creek	S5.8 T38N R2E	94.00	\$ 1,024,210.00	\$ 10,895.85	D Kowalski	J Cavanna Tstee	139
11/1/21	Northwest	Lee	Willow Creek	S22 T38N R2E	229.70	\$ 2,484,000.00	\$ 10,814.11	T Demetra	Stathis Fm LP	128
11/1/21	Northeast	DeKalb	Afton	S13 T39N R4E	100.00	\$ 1,232,500.00	\$ 12,325.00	R Johnson etal	Babson Farms	137
9/1/21	Northeast	DeKalb	Afton	S13 T39N R4E	100.00	\$ 1,232,500.00	\$ 12,325.00	Babson Farms	V Montgomery Tr	137
8/1/21	Northeast	DeKalb	Clinton	S24 T38N R4E	120.00	\$ 1,833,424.00	\$ 15,278.53	R Larson Tr	C Thorpe Tr	141
8/1/21	Northeast	DeKalb	Clinton	S24 T38N R4E	120.00	\$ 1,846,251.00	\$ 15,385.43	R Larson Tr	C Thorpe Tr	142
8/1/21	Northeast	DeKalb	Shabbona	S15 T38N R3E	28.90	\$ 434,550.00	\$ 15,036.33	C Hart Tr	S Hawekotte	138
TOTAL					2,177.40	\$ 25,414,866.00	\$ 11,672.12			133.6842105
Average Per Acre		\$	11,672.12							
Low End Per Acre		\$	9,649.18							
High End Per Acre		\$	15,385.43							

Sincerely,

Joe Ludwig

Broker

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