BEFORE THE INDIAN CLAIMS COMMISSION

JAMES STRONG, et al., as the representatives and on behalf of all members by blood of the CHIPPEWA TRIBE OF INDIANS,	)	Docket No. 13-F
THE POTTAWATOMIE TRIBE OF INDIANS, THE PRAIRIE BAND OF THE POTTAWATOMIE TRIBE OF INDIANS, et al.,	)	Docket No. 15-I
THE DELAWARE TRIBE OF INDIANS,	)	Docket No. 27
HANNAHVILLE INDIAN COMMUNITY, et al.,	)	Docket No. 29-G
SHAWNEE TRIBE OF INDIANS OF OKLAHOMA, et al.,	)	Docket No. 64-A
THE OTTAWA TRIBE, and GUY JENNISON, et al., as representatives of THE OTTAWA TRIBE,	)	Docket No. 133-C
LAWRENCE ZANE, et al., ex rel., WYANDOT TRIBE, et al.,	)	Docket No. 141
CITIZEN BAND OF POTAWATOMI INDIANS OF OKLAHOMA, et al.,	)	Docket No. 308
Plaintiffs,	)	
v.	)	
THE UNITED STATES OF AMERICA,	)	
Defendant.	)	

Decided: September 22, 1978.

Appearances:

Robert C. Bell, Jr. , Attorney for Plaintiffs in Docket 29-G.

Rodney J. Edwards, Attorney for Plaintiffs in Docket 141.

James R. Fitzharris, Attorney for Plaintiffs in Dockets 13-F and 64-A.

Allan Hull, Attorney for Plaintiffs in Docket 133-C.

Robert S. Johnson, Attorney for Plaintiffs in Docket 15-I.

Jack Joseph, Attorney for Plaintiffs in Dockets 27 and 308.

Louis L. Rochmes, Of Counsel.

James M. Upton, with whom was Assistant Attorney General James W. Moorman, Attorneys for Defendant.

OPINION OF THE COMMISSION

Blue, Commissioner, delivered the opinion of the Commission.

In its title decision in this consolidated proceeding, 30 Ind. Cl. Comm. 337 (1973), aff'd 207 Ct. Cl. 959 (1975), cert. denied, 423 U. S. 903 (1976), the Commission determined that, as of January 4, 1819 (the effective date of the Treaty of September 29, 1817, 7 Stat. 160, and the Treaty of September 17, 1818, 7 Stat. 178), six different tribes, as then constituted, held recognized title in varying undivided proportions to Royce Areas 87 and 88. The Commission determined that, as to Royce Area 87: (1) an undivided one-half interest was held by the Wyandot Tribe, represented by plaintiffs in Docket 141; (2) an undivided three-tenths interest was held by the bands of Ottawa Indians known as the Ottawas of the Maumee, Blanchard's Fork, AuGlaize, and Roche de Boeuf,

represented by plaintiffs in Docket 133-C; (3) an undivided one-tenth interest was held by the Delaware Tribe, represented by plaintiffs in Docket 27; and (4) an undivided one-tenth interest was held by the Shawnee Tribe, represented by plaintiffs in Docket 64-A.

The Commission also found that, as to Royce Area 88, undivided one-third interests were held by: (1) the Chippewas of the Saginaw, represented by plaintiffs in Docket 13-F; (2) those bands of Ottawa Indians known as the Ottawas of the Maumee, Blanchard's Fork, AuGlaize and Roche de Boeuf, represented by plaintiffs in Docke 133-C; and (3) the Potawatomi Tribe, represented by plaintiffs in Dockets 15-I, 29-G, and 308. Trial of value and consideration issues was held on April 8, 1977.

Royce Area 87, containing 4,064,466 acres is located in northwestern Ohio, with a small triangular extension into northeastern Indiana as far west as Fort Wayne. This area is bounded on the northeast by Lake Erie, on the east by the western boundary of Royce Areas 53 and 54 (ceded at the Treaty of Fort Industry, July 4, 1805, 7 Stat. 87), on the south by the Greeneville Treaty Line, on the southwest by the St. Marys River, and the northwest by the Maumee River.

Royce Area 88, containing 684,552 acres, is a rectangular tract located in northwestern Ohio and south-central Michigan. The southern boundary of Royce Area 88 is the Maumee River, thus making Royce Areas 87 and 88 contiguous.

Royce Areas 87 and 88 were a part of the Northwest Territory, the orderly settlement and political organization of which were enunciated in the Ordinance of 1787, the substance of which Congress reenacted, after the Constitution became effective, by the Act of August 7, 1789, 1 Stat. 50.

Until 1794, there was no organized or significant settlement of the Old Northwest because the resident Indian tribes, with the assistance of the British based in Canada, resisted American encroachments and sovereignty. At the Battle of Fallen Timbers in 1794, General Anthony Wayne's forces broke the back of the Indian resistance. The next year the United States and representatives of the various Indian tribes of the Old Northwest executed the Treaty of Greeneville, August 3, 1795, 7 Stat. 49, under the terms of which the United States extinguished Indian title to most of what later became the State of Ohio, and to several strategically located enclaves, such as Detroit, Fort Wayne, and Chicago, scattered across the Old Northwest. The treaty also anticipated future cessions of the remaining Indian lands in the Old Northwest by providing that, should the Indians later "decide" to sell their remaining lands, they could be sold only to the United States. Over the years that followed, the Indians at several treaties, including the Treaties of September 29, 1817 (7 Stat. 160) and September 17, 1818 (7 Stat. 178) relinquished piecemeal their title to the remainder of the Old Northwest.

Soon after the Greeneville Treaty, settlement commenced in those portions of Ohio to which Indian title had been extinguished. At the same time, the Government grappled with the complexities of providing for the orderly disposition and settlement of the lands it had acquired and was continuing to acquire from the Indians in the Old Northwest. In the early 1790's, the Government sold immense tracts of frontier lands to speculators who, in turn, prepared the lands for sale to settlers. For several reasons this system failed. In 1796, the Government began selling 640 acre tracts directly to settlers at $2 per acre on credit terms. By 1804, the size of the minimum tract offered for sale had been reduced to 160 acres. The $2 per acre credit price was maintained but, if cash was paid, the price was set at $1.60 per acre.

In 1817 some sales of 80 acres were being made. The record indicates that after years of agitation for cheaper land and an end to credit sales, Congress, in April 1820, voted to do away with credit purchases for land. The cash price was set at $1.25 per acre and tracts as small as 80 acres were sold. In the valuation year, 1819, over 4 million acres of public domain land were sold.

Ohio was, on March 1, 1803, the first of the northwest territories to be admitted to the Union. In the period between 1803 and the valuation date in this case, the population increase in Ohio was nothing less than astounding. The population rose from 45,365 in 1800 to 230,760 in 1810 and to 581,434 in 1820. Most of the early settlement in Ohio took place

along the Ohio River in the southern portion of the State. The southern portion of Ohio had been acquired by the United States in 1795 at the Treaty of Greeneville and, within a few years thereafter, portions of these "Greeneville lands," comprising 3,150,229 acres, were opened for settlement.

In northeastern Ohio, the Connecticut Land Company, which in 1795 had purchased the eastern portion of the Western Reserve, a tract of 2,841,471 acres between the Pennsylvania border and the Cuyahoga River, was selling these lands to settlers. In 1805, by the Treaty of Fort Industry, Royce Areas 53 and 54, lying between the Cuyahoga River and the eastern boundary of Royce Area 87, were opened for settlement. Only a few years later Royce Area 66, lying to the north of the subject tracts, was ceded to the United States by the 1807 Treaty of Detroit, effective January 27, 1808 (7 Stat. 105).

For various reasons, settlement of southern Ohio progressed more rapidly than settlement in northeastern sectors. This was primarily due to the fact that the main route westward at the time was the Ohio River. In addition, the Connecticut Land Company was plagued by serious internal management problems and related financial difficulties. The company's lands were never effectively marketed to a public growing increasing skeptical of land speculators.

While the population of Ohio was burgeoning in the 1800-1820 period, settlers were also streaming into Indiana. The population of Indiana,

admitted into the Union on December 3, 1818, grew from 5,641 in 1800 to 147,178 in 1820. Michigan, into which Royce Area 88 abuts, was bypassed by the primary flow of population and had only 8,896 residents as of 1820.

In the year 1819, the nation was in an economic slump. The economy had expanded greatly in the first two decades of the nineteenth century, but in 1818 and 1819 the economy contracted. The slump included a banking crisis (entailing difficulty in obtaining credit), a rapid decrease in the prices of American food staples, and a decrease in the nation's gross national product. In Ohio, where many banks had begun operation, the crisis affected the ability of banks to retain specie, and several banks failed. Banking systems in Michigan and Indiana were in their infancy at this time. Yet, in 1819, even though the economy was foundering, sales of public domain land increased.

In 1819 the United States added Royce Areas 87 and 88 to its public domain land. The lands at that time were unsurveyed wilderness. There was access to the tract via Lake Erie and the Maumee, Sandusky, St. Joseph and St. Marys rivers. There were few roads, however, and the ones that existed were apt to be horse trails passable during only a portion of the year.

The land comprising the subject tract was relatively fertile but required extensive drainage for agricultural development. A portion of Royce Area 87 that lies south of the Maumee River was known as the 'Black Swamp'. Although parcels within this ill-defined area (the Black

Swamp probably covered most of Wood, Ottawa, Paulding, and Putnam counties, and parts of Henry, Seneca, Defiance, Van Wert, Allen and Hancock counties, all in Ohio) were relatively well-drained, much of this low-lying land was marshland, or covered with water during a portion of the year. The presence of the inhospitable 'Black Swamp' inhibited settlement in that portion of Royce Area 87 and provided a barrier of sorts for those wishing to travel farther west.

The climate in northwestern Ohio is favorable to agricultural development. There is sufficient rainfall and the growing season ranges from approximately 200 days near Lake Erie to 160 days inland. Those small areas of the tract in Indiana and Michigan have basically similar climates.

The parties agree that, as of 1819, the highest and best use of the tract was for subsistence farming by settlers.

The expert witnesses for both plaintiffs and defendant developed valuation theories utilizing what each considered to be comparable sales. Plaintiffs' evidence was of sales of small tracts of land during 1817, 1818, and 1819.[1/] The sales utilized were of lands located primarily in Medina

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1/ Originally, plaintiffs' expert, Dr. Roger K. Chisholm, submitted exhibits Y-2, Y-44, and Y-45, analyzing 169 sales of land in seven different counties in Ohio, Illinois, and Michigan in the year 1817. At trial, under cross-examination, Dr. Chisholm testified that he chose sales in 1817 because he was under a mistaken impression as to the valuation date. After the trial, plaintiffs moved to admit plaintiffs' exhibits Y-2a, Y-44a and b, and Y-45a and b. These exhibits represent analyses of land sales in Ohio, Michigan, and Illinois in the years 1818 and 1819. 233 sales were analyzed in 1818 and 169 in 1819. Dr. Chisholm maintained that the additional data from these land sales in 1818 and 1819 were consistent with the price per acre valuation arrived at by an analysis of 1817 land sales. Therefore, plaintiffs moved to admit these additional exhibits but did not alter their prior valuation of the subject tracts. On June 21, 1977, the Commission admitted plaintiffs' exhibits Y-2a, Y-44a and b, and Y-45a and b into evidence.

County, Ohio, Portage County, Ohio, St. Clair County, Illinois, Monroe County, Illinois, and Wayne County, Michigan (as its boundaries were at the time).[2/] The sales recorded in Ohio were of lands within approximately 30 to 90 miles of the eastern boundary of the subject tract. These sales took place in counties where lands had been under cultivation for some time and where the geologic and physiographic histories were somewhat different from the subject tract's. Portage County was part of the Western Reserve opened for settlement in 1795. Medina County was part of Royce Area 53, ceded in 1805.

The sales in Michigan took place north of the subject tract and, it appears, in the general vicinity of Detroit. St. Clair and Monroe counties, in Illinois, are located in the vicinity of St. Louis, Missouri, on the Mississippi River. These counties possess sought-after Mississippi River bottom lands.

Dr. Chisholm's average size tract in 1817 was 173.2 acres and the median size tract was 101 acres. The median sale price was $4 per acre, and it is at this price that plaintiffs valued Royce Areas 87 and 88.[3/]

2/ A small number of sales were taken from Geauga County, Ohio (it is assumed that 'GA' on Pl. Ex. 44 and 45 stands for Geauga County), Johnson County, Illinois, and Randolph County, Illinois. See finding of fact No. 24, infra.

3/ Subsequent to trial Dr. Chisholm analyzed sales in 1818 and 1819. Although Dr. Chisholm found that the median price was $3.99 per acre in 1818 and $4.50 per acre in 1819, he concludes that the $4 per acre value, assigned to the subject tract as a result of the 1817 analysis, is correct.

No value was assigned to possible improvements on the land and no adjustments were made for improvements.

Defendant's comparable sales approach utilized large-scale transactions which took place during the last decade of the 18th century when the Government was attempting to develop frontier lands by selling large tracts to speculators who would prepare the lands for settlement and resell in small tracts. Defendant's expert, Dr. Ernest G. Booth, considered that the purchase made in 1795 of 2,841,471 acres in northeastern Ohio for $0.422 per acre, and the purchases made by the Holland Land Company in 1792 of four tracts in New York and Pennsylvania varying in size from 700,000 to 1.5 million acres, at prices ranging from $0.26 to $0.40 per acre, were comparable sales upon which to develop an opinion of the fair market value of Royce Areas 87 and 88 in 1819. On the basis of this data, Dr. Booth decided that the wholesale value of the subject tract in 1795 was $0.40 per acre. He then added 5 percent per year ($0.02 per acre per year) through the valuation date. After deductions for marginal land, Dr. Booth estimated the value of Royce Area 87 to be $0.4048 per acre and the value of Royce Area 88 to be $0.4340 per acre.

Dr. Booth also utilized alternative approaches, the first of which he termed the "development approach." Here he estimated a maximum retail sales price of $2.30 per acre based upon the experience of the Holland Land Company transactions in western New York. Using a 1 to 8 ratio for Royce Area 87, he concluded that $0.40 was a reasonable value per acre. Using a 1 to 6 ratio for Royce Area 88, $0.5333 was determined to represent the value per acre.

Dr. Booth's other alternative approach was based upon public domain sales of $1.25 per acre (the government price beginning in 1820) from which he deducted $0.434 for costs of acquisition, $0.675 as a write-off for marginal lands, and $0.142 for surveying, selling expenses, etc. Under this approach Dr. Booth concluded that there would be little incentive to buy the subject tract. Positing an average resale price of $3.20, Dr. Booth opined that a developer would pay from $0.400 to $0.4571 an acre for Royce Area 87, and from $0.4571 to $0.5333 per acre for Royce Area 88.

In the recently decided cases of Saginaw Chippewa Tribe v. United States, Dockets 59 et al., 41 Ind. Cl. Comm. 327 (1978) and James Strong v. United States, Dockets 13-E, et al., 42 Ind. Cl. Comm. 264 (1978), this Commission valued Royce Area 66 in southeastern Michigan (bordering Royce Areas 87 and 88 on the north and east) as of 1808, and Royce Areas 53 and 54 (bordering Royce Area 87 in the east) as of 1805. In those cases, the parties employed the same expert witnesses who utilized valuation theories and methods identical to those propounded here. Although Saginaw Chippewa and James Strong take slightly different tacks, both basically reject the valuations proposed by the parties. After analyzing the proposed valuations in this case, we feel we must reject the valuations here also. Neither the lands utilized by each expert, nor the sales of these lands were comparable to the hypothetical sale of Royce Areas 87 and 88 in 1819.

Defendant has used as comparable sales large-scale transactions which took place in the last decade of the 18th Century in western New York and eastern Ohio. In our opinion, sales occurring over 20 years before the valuation date, for lands a substantial distance from the instant tract and possessing physical characteristics different than the subject tract are poor indices of the value of Royce Areas 87 and 88. Furthermore, we note (as did the Commission in Saginaw Chippewa, supra, and James Strong, supra, and the Court of Claims in Miami Tribe v. United States, 146 Ct. Cl. at 467, n.6) that it is improper to calculate the wholesale value of a large tract based upon the prices paid by 18th Century land speculating companies. Defendant's "comparable sales" and "development" approaches are based, in whole or in part, upon such sales and must be rejected. In addition, in the "development" approach, Dr. Booth's deduction of up to and over 80 percent of the retail sales price must be considered excessive. Under the "government sales" approach to valuation, defendant has assigned far too high values for the cost of acquiring, surveying, and preparing the lands for settlement. In fact, this approach, if correct, would indicate the lands were of absolutely no value to a potential purchaser. In order to conclude that Royce Area 87 and 88 should be assigned some positive value, Dr. Booth, in this "government sales" approach, has basically fallen back on the "development" approach. Thus, although the sales information supplied by defendant may have been worthy of some consideration, we do not feel that this information is very probative of the hypothetical sale price of Royce Areas 87 and 88 in 1819.

Turning to plaintiffs' valuation, we feel that it too is beset with infirmities which rob it of most of its persuasiveness. The initial problem is the location of the sales selected for analysis. Many of the sales took place in eastern Ohio and in land near the Mississippi River in Illinois. The lands in eastern Ohio were opened for settlement over 20 years before the valuation date here, and the Mississippi River lands may have included some of the most sought-after land in the Northwest Territory. Other lands selected were also subject to similar objections.

We also find objectionable plaintiffs' failure to factor in discounts for projected improvements to the land being bought and sold. In James Strong, supra, Dr. Chisholm deducted an amount (albeit a small one) from the sales price of land in eastern Ohio in 1805 to account for any improvements made in the sales considered. In analyzing sales of land in this case, however, no improvement factor was deducted for sales of lands that had been settled for many years.

Apart from our objections concerning the location of the lands plaintiffs have chosen, we believe that Dr. Chisholm's failure to apply the customary discounts to retail price is clearly erroneous and not in accord with existing law. See James Strong v. United States, supra, at 275, and Saginaw Chippewa Tribe v. United States, supra, at 336-37. We affirm the principle stated in James Strong, at 275, that

> "it is well-settled that it is proper in valuing a large tract of frontier land to deduct from the retail sales prices of comparable lands an amount reflecting such factors as the time

and expense required to dispose of such a large tract. Eg. Nez Perce Tribe v. United States, 176 Ct. Cl. 815, 824 (1966), cert. denied 386 U.S. 984 (1976) (aff'g in part, rev'g in part Docket 175-B, 13 Ind. Cl. Comm. 184 (1964)); Sac and Fox Tribe v. United States, Docket 83, 32 Ind. Cl. Comm. 320 (1973), aff'd 206 Ct. Cl. 898 (1975).

Plaintiffs' expert's valuation must be rejected because neither the location nor the size of the tracts sold can be deemed comparable to Royce Areas 87 and 88.

In addition to the absence of comparable sales, it is apparent that there would have been no market for tracts of the immense size of Royce Areas 87 and 88. In a situation such as this, we must look to a myriad of factors in attempting to fix the value of these lands. These factors include economic conditions, public land policies, the physical characteristics and fertility of the land, existing settlement and population patterns, access to the land, the availability of other comparable lands for settlement, and the climate. United States v. Emigrant New York Indians, 177 Ct. Cl. 263, 285 (1966) (aff'g Docket 75, 11 Ind. Cl. Comm. 336 (1962)).

In 1819, when our hypothetical parties would have been negotiating for the sale of Royce Areas 87 and 88, Ohio was in the midst of a rapid population growth. Much of the growth occurred along the main waterway, the Ohio River, but eastern and central Ohio (where Royce Areas 53 and 54 had been ceded in 1805) were also attracting settlers. By 1819, settlers had penetrated further west than Ohio and were buying a great deal of public domain land in Indiana and Illinois. It is reasonable to expect that Ohio land, closer to the East, and in an established political unit,

would have been sought after by those who were, prior to 1819, seeking land further west. The economy in the years immediately prior to the January 4, 1819, valuation date was foundering. Yet, purchases of public domain land were rapidly increasing and were at a high in 1819.

The hypothetical buyer and seller could probably forsee, in January 1819, a lowering of the price at which the United States was selling its public domain land. But the parties could not have known the year of change or the price which would be charged for public domain lands. Access to Royce 87 and 88 would have been known to be poor in 1819. The prospect of direct water transportation to the East via the Great Lakes and the Erie Canal was in sight, however, as was the possibility of steamboat transportation on the Great Lakes and navigable rivers. The parties would know that the subject tract was forest-covered, unsurveyed, lacking an internal system of roads, and made up in part--at least as to Royce Area 87--of that low-lying area called the "Black Swamp." The Black Swamp lay in the Maumee Valley and could be considered a psychological as well as a geographic barrier to settlers of the day. Much of the area of Royce 87 and 88 near Lake Erie was, in fact, low-lying. It would have been known at the time that while the land would have to be drained, it would, after drainage, be a fertile agricultural section.

Taking into account all these factors, the Commission believes that the parties would conclude that Royce 87 and 88 would be settled over a period of approximately 15 years and that potential retail sales would have been at or slightly above, the $2 per acre the Government had as its minimum for public domain lands in 1819.

Given the $2 per acre sales figure, we must take a discount based upon the demand for and size of the tract, as well as for the inferior quality of the Black Swamp portion of the tract. We feel this discount should amount to 35 percent. Another discount, of no more than 5 percent, should be taken in order to take into account the cost of preparing the land for settlement. Neither improvements nor drainage costs would be required in this analysis. See James Strong, supra, at 278, and Miami Tribe v. United States, 9 Ind. Cl. Comm. 1, 9-10 (1960). We do not feel that the differences in Royce Areas 87 and 88 are sufficient, on the whole, to warrant individual, or different, valuations. Thus, considering all the factors here, we conclude that the fair market value of the 4,749,018 acres of Royce Areas 87 and 88 was $1.20 per acre or a total of $5,698,821 ($4,877,359.20 for Royce Area 87, and $821,462.40 for Royce Area 88).

In passing we should also state that contrary to plaintiffs' position, we do not find Joint Council of Passamaquoddy Tribe v. Morton, 528 F.2d 370 (1st Cir., 1975) to be in point to the situation here. In so stating we reaffirm our holdings to that effect in the Saginaw Chippewa and James Stong cases.

We turn now to the question of consideration under the treaties of September 29, 1817, 7 Stat. 160, and September 17, 1818, 7 Stat. 178. Article 4 of each treaty provided for certain payments to Indian tribes in return for their land cessions. For the most part, the treaty terms are unambiguous. There is, however, a disagreement among the parties over one clause in the Treaty of September 17, 1818. Article 4 of that treaty reads as follows:

> The United States agree to pay to the Wyandots an additional annuity of five hundred dollars, forever, to the Shawnese, and to the Senecas of Lewistown an additional annuity of one thousand dollars, forever; and to the Senecas an additional annuity of one thousand five hundred dollars, forever. And these annuities shall be paid at the places, and in the manner, prescribed by the treaty to which this is supplementary. (Emphasis supplied.)

Within the context of this treaty (and the Treaty of 1817) we find the underlined clause, above, commits the United States to pay to the Shawnee and Senecas of Lewistown, jointly, a $1,000 perpetual annuity. We do not believe this treaty clause meant to guarantee the Shawnees and Senecas of Lewistown each a $1,000 yearly annuity. Article 2 of the 1818 Treaty makes it clear that certain Shawnees and Senecas were to share a tract (although it was to be divided between the tribes) near Lewistown.

Therefore, consideration promised to each plaintiff tribe under the Treaty of September 29, 1817, and the Treaty of September 17, 1818, is as follows:

Wyandots	- perpetual annuity of $4,500
Shawnees	- perpetual annuity of $2,500
Potawatomies	- $1,300 annuity for 15 years
Delawares	- $500 payment
Chippewas	- $1,000 annuity for 15 years; perpetual annuity of $1,500

Under previous Commission decisions, it is settled law that where a treaty provides for payment of a perpetual annuity, the Government can claim as consideration the amount which invested at 5 percent would yield the stated annuity. Pawnee Indian Tribe v. United States, 157 Ct. Cl. 134, 139-40 (1962), cert. denied, 370 U.S. 918 (1962). Where a treaty specifies a fixed-term annuity, the Government is entitled to be credited with the total amount paid under the annuity. Pawnee Indian Tribe v. United States,

supra. Following these guidelines, the value of the payments and annuities promised the plaintiff tribes are valued as follows:

Wyandots	-	$ 90,000
Shawnees	-	50,000
Potawatomies	-	19,500
Delawares		500
Chippewas		15,000
Ottawas		45,000
Total		$220,000

Consideration of $220,000 for lands having a fair market value of $5,698,833.60 was so grossly inadequate as to render it unconscionable within the meaning of section 2(3) of the Indian Claims Commission Act.

The defendant is entitled, however, to credit for the entire consideration paid as payments on the claim.

The respective plaintiffs are entitled to recover from defendant the following net sums less any offsets, as determined in subsequent proceedings, to which the defendant may be entitled: to the Wyandot plaintiffs, $2,348,679.60; to the Ottawa plaintiffs, $1,692,028.56; to the Delaware plaintiffs, $487,235.92; to the Shawnee plaintiffs, $437,735.92; to the Chippewa plaintiffs, $258,820.80; and to the Potawatomi plaintiffs $254,320.80.

An order will be entered accordingly.

Brantley Blue

Brantley Blue, Commissioner

We concur:

Jerome K. Kuykendall

Jerome K. Kuykendall, Chairman

John T. Vance, Commissioner

Richard W. Yarborough

Richard W. Yarborough, Commissioner

Margaret H. Pierce

Margaret H. Pierce, Commissioner