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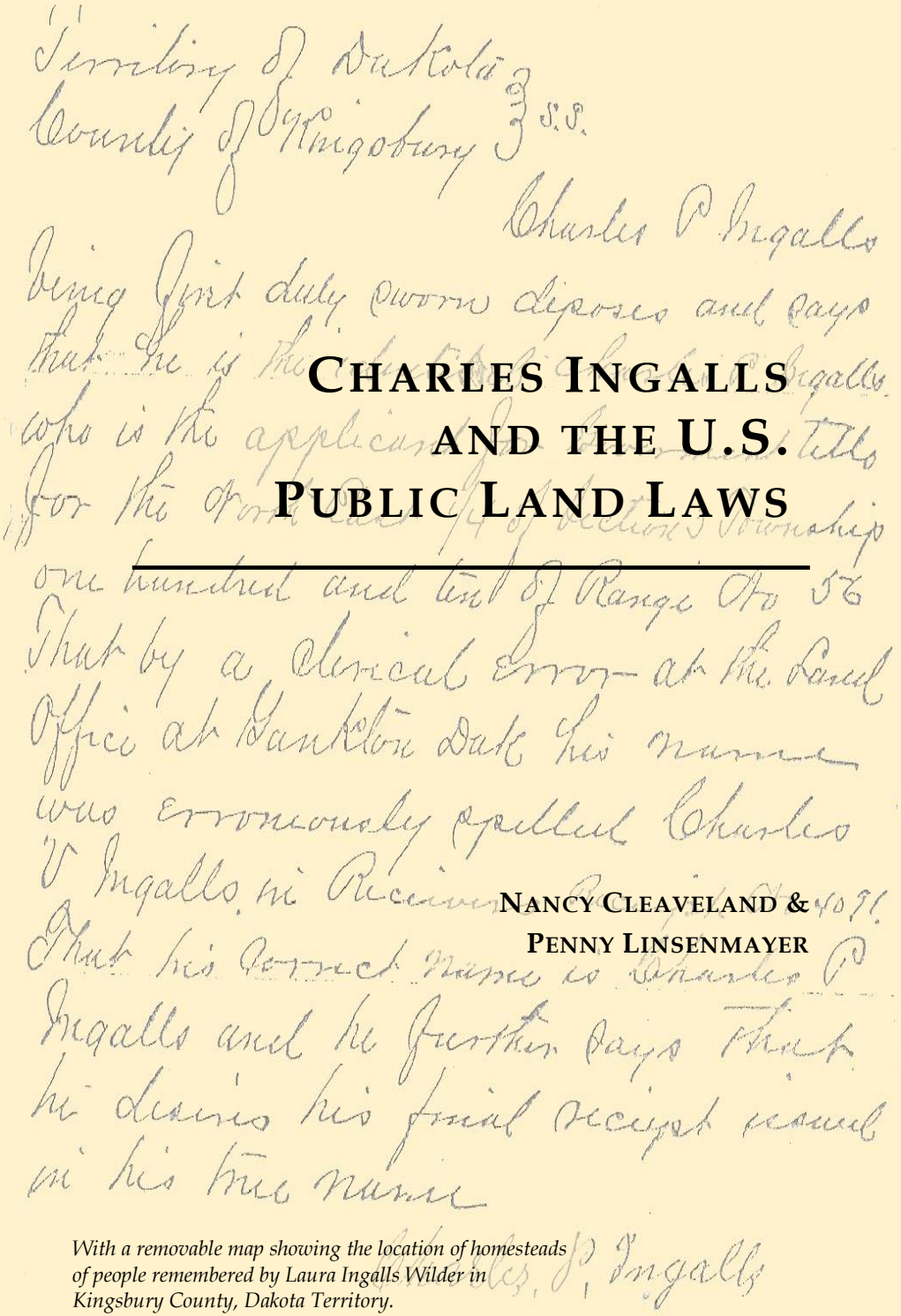

CHARLES INGALLS AND THE U.S. PUBLIC LAND LAWS

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With a removable map showing the location of homesteads of people remembered by Laura Ingalls Wilder in Kingsbury County, Dakota Territory.

Charles Ingalls and the U.S. Public Land Laws

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On the Cover:
Testimony from Charles Ingalls' final homestead proof on the NE 3-110-56, Kingsbury County, Dakota Territory, 7 May 1886

THE U.S. PUBLIC LAND LAWS

The United States acquired large tracts of new territory in the 18th and 19th centuries as foreign countries and Indian tribes ceded land to the federal government. As soon as the federal government took title to new land, it became part of the public domain, and both squatters and land speculators rushed westward to claim it. Once the ceded land had been surveyed, it would usually be offered and sold at public auction as "offered lands." Until ceded land had been surveyed and offered for sale at public auction, it was referred to as "unoffered lands."

Squatters, who were often short of cash, were at a disadvantage at public land auctions. Congress responded to this problem by passing a series of preemption laws for several specific geographical areas. These laws first entitled a squatter to preempt (that is, have the first opportunity to purchase) the land on which he had already settled.

The image shown on this page is a copy of the one engraved on all patent documents issued for land entries under the Homestead Act of 1862.

THE PREEMPTION ACT OF 1841

In 1841, Congress enacted a general preemption statute applicable to all surveyed public lands, offered and unoffered. The Preemption Act of 1841 permitted the head of a family, a widow, or a single man over 21 years of age with a one-time opportunity to preempt up to 160 acres of land within the public domain. The law required that the preemptor be a United States citizen or have filed a declaration of intent to become a citizen. In addition, a preemptor could not own more than 320 acres in any state or territory. The Preemption Act was amended in 1862 to include unsurveyed lands.

The statutory preemption price was $1.25 per acre. But, in the case of land within the alternating sections of the land granted by the federal government to the railroad companies, a claimant was required to pay the higher preemption price of $2.50 per acre. Up to 160 acres could be preempted in these alternating sections.

If a preemptor settled on unoffered or unsurveyed lands, he was required to file an intention to preempt within three months of settlement. He was required to prove up and pay the preemption price no later than 33 months after the date of settlement, but could prove up as early as 6 months from the date of settlement if desired. If a claimant settled on previously offered lands, he had 30 days from the time of settlement to obtain a preemption certificate from the land office. He had only 12 months from the date of his preemption certificate to prove up and pay the preemption price, but as with unoffered lands, he could prove up as early as 6 months from the date of settlement if desired.

In connection with proving up his claim, a preemptor was required to attest, and to have two witnesses who could also attest, that he met the requirements of the Preemption Act and that the preemption claim had been his primary residence for the applicable time period.

THE HOMESTEAD ACT OF 1862

The Homestead Act of 1862 provided an eligible person with up to 160 acres in return for five years' residency and $18 in fees (an initial filing fee of $14 with an additional $4 in fees at final proof). The Homestead Act provided that any individual who was the head of a family or at least 21 years old (or who had performed military service for the United States) could homestead up to 160 acres. A homesteader was required to settle his claim within six months of filing with the land office and to prove up by no later than seven years from the filing date.

Like preemption, an individual was only entitled under the law to make final proof on one homestead claim. Despite the prohibitions against more than one homestead per individual, numerous instances of fraud are known to have occurred, with individuals entering multiple preemption and homestead claims under different names or in different states.

Although the Homestead Act applied to all lands subject to preemption, the extension of preemption to unsurveyed public lands occurred *after* enactment of the Homestead Act. Consequently, homesteads could only be claimed on surveyed public lands. There were several limitations on the public land available for homesteading. The federal government gave substantial tracts of public domain land to the railroad corporations for the construction of railroad lines and to the individual states and territories for public schools and other purposes. In the mid-1800s, there was also a vast reserve of land not yet ceded by various Indian tribes. This land was not available for preemption or homesteading prior to cession.

The Homestead Act did not supersede the Preemption Act, and as long as a homesteader could fulfill the applicable residency requirements when proving up each claim, an individual could take out both a preemption and a homestead claim.

Alternate sections within the railroad land grants remained in the public domain and were subject to preemption and homestead; however, homesteaders were originally limited to a maximum of 80 acres within these alternating sections. Any soldier who had served more than 90 days was allowed to homestead up to 160 acres and to deduct up to four years served from the residency requirement.

Most settlers acquiring land under the federal land laws of preemption and homestead selected claims outside the limits of the railroad grants, and while they acquired “cheap” or “free” land by doing so, they often limited their chances for success by settling farther away from transportation and civilization. Homesteaded land was often referred to as "free" land since the only cash outlay was payment of the required filing fees.

THE TIMBER CULTURE ACT OF 1873

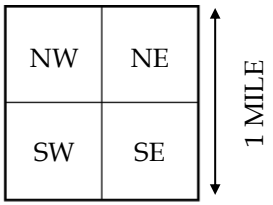
On 3 March 1873, Congress passed the Timber Culture Act. This legislation provided that an individual could file on an additional or exclusive claim of up to 160 acres as long as (a) he planted 40 acres of trees and (b) he cultivated and kept these trees growing for eight years. The Timber Culture Act did not contain any residency requirement. However, few claimants could meet the requirement of the original act regarding the necessity of keeping these trees in a thriving condition. The law was amended in 1878 to give claimants up to four years to plant 10 acres of trees. At the end of eight years, and up to 12 years after filing, a patent could be obtained if the entrant could prove that at least 2,700 trees had been planted to each of ten acres and that at least 675 trees per acre were still thriving.

The Timber Culture Act made provision for natural disasters by extending the time allowed for planting by one year for each year crops were destroyed. Any crop or trees destroyed in a given year must be replanted the next year, or the claim was subject to cancellation.

THE FEDERAL TOWNSHIP AND RANGE SYSTEM

Public lands acquired by the federal government from states, a foreign country, or by the cession of Indian lands by treaty or purchase were legally designated according to the "Section, Township, Range" system. They were laid out in a large grid broken down by Section, Township, and Range and identified by their distance from a particular Baseline and Meridian. Thirty states, including all of those in which Laura Ingalls lived, used this system of identification. Others typically used a system of “metes and bounds,” which referred to descriptions of local vegetation and obvious physical features of the land (mountains, bodies of water, trees, rocks, proximity of neighbors) for location of property boundaries.

The federal township and range system recorded surveyed public lands by grids or “squares,” which were broken down into successively smaller squares for ease in identification. The basic unit of measure is the *Section* - a square tract of land measuring one mile by one mile and containing 640 acres. Each section contains four *quarter sections* of 160 acres:



Thirty-six sections comprise a *Township*, arranged in a 6 by 6 array measuring 6 by 6 miles. Sections are numbered beginning with the northeast-most section, proceeding west to Section 6, then back and forth as follows:

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	22	24
30	29	28	27	26	25
31	32	33	34	35	36

Range lines are north to south lines that mark township boundaries. Township lines are east to west lines that mark township boundaries. Location of specific ranges and townships are identified by reference to a beginning *Principal Meridian* (for measuring east or west ranges) or *Baseline* (for measuring north or south townships).

The federal government granted land for public schools and other public facilities as part of the legislation admitting a state to the union. Typically, the statehood admission legislation reserved sections 16 and 36 in each township for these purposes (the "School Sections"). Federal legislation did provide that if a settler had settled within the bounds of the School Sections prior to survey, he could still take out a preemption claim under the Preemption Act. In this case, the state was entitled to receive alternate acreage for the purpose of public schools and other facilities. In Dakota Territory, these School Sections were not available for homesteading but could be sold to anyone willing to pay the exorbitant price of $10 per acre for the land, with the profit from the sale of such lands used to benefit district or township schools. As Wilder wrote, until the lands were sold to a private purchaser, anyone could pasture livestock or cut the hay on a School Section: "first come, first served." By the turn of the century, most School Sections had become rental property, again with the schools benefiting from the income.

Township lines in Kingsbury County were located by survey in the summer of 1873, and maps were drawn for each township showing the location of bodies of water, sloughs,

Indian mounds, streams, and other obvious physical features of the land. In 1874, surveyor Peter Royem, under contract with the U.S. Surveyor General, William P. Dewey, filed his extensive survey field notes in Yankton. Royem described the section markers he placed at the section corners: "Drove charred stake and set post 4 ft. long 3 in. wide, 1 ft. in ground in mound 4 ft. diameter, 3 ft. high." In addition, he identified the orientations of north, south, east, and west in relationship to this marker with "4 pits 18 in. sqr. 1 ft. deep with stake 2 ft. long 2 in. sqr." in line with the corner stake. Homesteaders initially used these mounds of dirt and charred stakes to determine the boundaries of their claim.

Kingsbury County contains 864 square miles in Townships 109 through 112 North, Ranges 53 through 58 West of the 5th Principal Meridian. The reference point of baseline and meridian is located in eastern Arkansas and was designated as such in 1815.

Legal land descriptions typically begin with the smallest portion of the parcel being described and proceed to the broadest description. For example, Almanzo Wilder homesteaded the NE 21-111-56, meaning the northeast quarter section of Section 21 in Township 111 North, Range 56 West ("North" and "West" being references to the direction from the reference baseline and meridian from which all of Kingsbury County is referenced).

In some cases, one may find irregularly shaped townships and sections due to surveyor error or geographic abnormalities. Because section lines were characteristically straight, however, they suggested the natural location of footpaths between claims and typically became maintained roads over the years. From the air, this checkerboard pattern of straight roads and square quarter sections is most evident.

With only the legal land descriptions, simple knowledge of the federal township and range system, and a clearly defined starting place on the map, anyone can find the location of original homestead claims of historical "Little House" characters in Kingsbury County or in any of the other states in which Laura Ingalls lived.

Land Claims of Charles Ingalls under the Public Land Laws

Charles Ingalls owned property in Wisconsin and Missouri, beginning with his first land purchase in 1857. He did not take advantage of the public land laws until many years later. In Kansas, Ingalls was an illegal squatter on the Osage Diminished Reserve. The 1871 survey found he had built on a school section, land sold under the jurisdiction of the state at a minimum of $3 per acre, unlike surrounding sections offered at preemption prices. Ingalls returned to the Wisconsin farm he still owned, as the buyer had been unable to pay for it.

Minnesota

Charles Ingalls first took advantage of the Preemption Act on 26 June 1874 when he filed a declaration of intent to preempt a quarter section (slightly larger than the norm, at 172.07 acres) on the banks of Plum Creek in Redwood County, Minnesota (NW 18-109-38). Two men had previously filed intents to preempt this same tract of land: T. E. Hindre in 1870 and Anders Haroldson in 1872. Both men had relinquished their claims before Ingalls arrived in Minnesota.

Since the Plum Creek site was a preemption, the Ingalls family was required to establish and maintain a residency on the land for six months and to pay the required $2.50 per acre preemption price (the higher cost due to the land's proximity to the railroad in Walnut Grove) within 33 months. Ingalls paid $430.18 for this claim on 7 July 1876, prior to the family's move to Burr Oak, Iowa. Ingalls sold the land three days later to Abraham Keller for $400. According to his preemption papers, Charles Ingalls stated that he made first settlement on the land on 24 May 1874, and that a month later, he was residing in a house 20 by 24 and 10 feet high, with multiple doors and windows.

On 2 June 1875, Charles Ingalls filed on a tree claim in Redwood County (SE 4-109-38), located about three miles

northeast of his Plum Creek preemption site. Plum Creek flowed through both of Ingalls' claims on its way north to the Cottonwood River. This tree claim property had previously been the homestead of Gustav Carleson and had been abandoned by him early in 1874. Ingalls was not required to establish residency on this tree claim, and he continued to hold it during the entire period of time that his family resided in Burr Oak, Iowa.

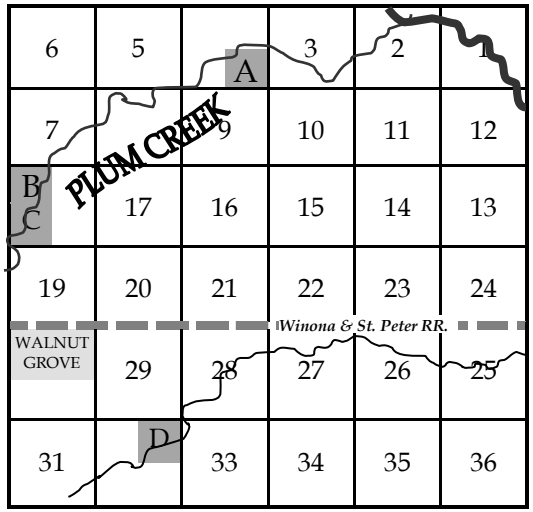
After returning to Minnesota from Iowa, Charles Ingalls relinquished his tree claim on 1 March 1878. On 9 May 1878, he filed on the west half of his former tree claim under the Homestead Act. That same day, David Thorpe, attorney and teacher in Walnut Grove, filed on the east half of Ingalls' former tree claim as his own homestead.

As this was a homestead claim, Charles Ingalls was required by law to establish residency on the land within six months after filing (by 9 November 1878) and to reside on the land for six months each year he homesteaded. Laura Ingalls Wilder never wrote of either Pa's tree claim or this first homestead claim in Minnesota. It is interesting to note that the person who filed on this original homestead after its relinquishment was Hans Hanson, and Wilder recounted land dealings with a "Mr. Hanson" in *On the Banks of Plum Creek*.

In her unpublished memoir, *Pioneer Girl*, Wilder wrote that after returning from Burr Oak, her father purchased a piece of property in William Masters' pasture and built a small house in which the Ingallses lived. William Masters owned 40 acres west of and adjoining the village of Walnut Grove (which he purchased from the Winona & St. Peter Railroad in October 1876), but there is no record of Charles Ingalls owning any lot in or near Walnut Grove at any time.

Ingalls' Minnesota homestead wasn't recorded as a relinquishment until 1 December 1880, over a year after the Ingallses had settled in Dakota Territory. David Thorpe relinquished his homestead the same day, so it can be inferred that he likely informed the land office that Charles Ingalls was no longer living in Minnesota. Because Ingalls didn't relinquish his homestead prior to moving to Dakota Territory,

it is possible that his original plans were to return to the homestead in Minnesota during the winter of 1879-1880. If the annual residency requirement had been fulfilled by the Ingalls family prior to leaving Redwood County in September 1879, they were within their rights as homesteaders to be allowed to be away from the claim. However, the railroad's offer of the Surveyors' House in De Smet as a winter residence must have enticed the Ingalls family to remain in the area rather than returning to Minnesota.



NORTH HERO TOWNSHIP
TOWNSHIP 109 N. – RANGE 38 W.
REDWOOD COUNTY, MINNESOTA

NOTE: Only even-numbered sections were available for homesteading, although Sections 16 and 36 were reserved for schools and also not available for homesteading.

A - *Tree Claim, Charles Ingalls – SE 4-109-38, and Homestead, Charles Ingalls – W ½ SE 4-109-38*

B - *Preemption, Charles Ingalls – NW 18-109-38*

C - *Homestead, Eleck Nelson – SW 18-109-38*

D - *Homestead, William Steadman – NE 32-109-38*

DAKOTA TERRITORY

Charles Ingalls filed on a homestead in Kingsbury County, Dakota Territory (NE 3-110-56) on 19 February 1880. Because he never "proved up" on his Minnesota homestead claim, Ingalls did not violate the one homestead per individual provision of the Homestead Act. He filed his claim at the newly opened land office in Brookings; the first filing was recorded in the official tract book kept at the Yankton office on 27 February 1880. In his final proof dated 7 May 1886, Ingalls attested that he settled on his homestead in May 1880, residing in a frame house measuring 14 by 20 feet. His written affidavit indicates that a 12 by 16 ft. addition was later added to the original shanty. He further stated that he had broken 60 acres on this homestead claim and he had planted 2,000 fruit trees, both apples and plums, "bearing small fruit in abundance" by 1886.

In *By the Shores of Silver Lake*, Charles Ingalls tells his family that the whole country was going to be covered with trees. "Don't forget that Uncle Sam's tending to that," Pa said. "There's a tree claim on every section, and settlers have got to plant ten acres of trees on every tree claim. In four or five years you'll see trees every way you look." The Kingsbury County tract book, where each quarter section was listed, did set aside one quarter-section (160 acres) per section as a tree claim (usually the southeast quarter), two quarter-sections as potential homesteads, and the fourth quarter-section could be filed on as a preemption claim. There was some variation to this system of filing, since quarter-sections with natural timber could not be held as tree claims and over the years the designation of claims was often changed following a first relinquishment.

In July 1884, Charles Ingalls published an intent to take over the tree claim (NW 28-110-56) held by Robert Miller four miles south of the Ingalls homestead, due to Miller's failure to plant trees on the land in compliance with the Timber Culture Act. Miller's claim was cancelled in November, and Ingalls filed on the tree claim on 2 December 1884. He held this tree claim for under a year, relinquishing it on June 8, 1885. Several other

men subsequently filed on the land as a tree claim; it was eventually filed on as a homestead and a patent was issued in 1903.

Following the completion of their home on Third Street in De Smet, the Ingallses moved permanently from their homestead claim in December 1887. However, Ingalls did not sell his homestead claim until 18 February 1892. While he sold this property for $1,200, the sale was subject to a mortgage of $760, which he had taken out in April 1891, yielding him a net profit from the sale of less than $400.

After more than 30 years of owning property and settling in five states and Dakota Territory, Charles Ingalls had less than $400 to show for his efforts. It is no wonder that his granddaughter Rose Wilder Lane later took a less than charitable view of the attempts in the 1930s to imbue the pioneers with mythic qualities. As was the case with so many other western homesteaders, the touted "free land" forever eluded Charles Ingalls and his family. He didn't die landless, but he never achieved his pioneering dream of a self-supporting farm in the West.

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