section in a township covered by an Indian reservation, and it was claimed that the section did not pass to the State *because, being covered by this reservation, it was not embraced in the compact, not being public lands.*

But the court thought otherwise, and held that the fee was in the United States, the occupancy merely in the Indians, and when that occupancy ceased the right of occupancy was in the owner of the fee. The court also held that the lands were public lands at the date of the compact with the State, (notwithstanding they were at that time covered by an Indian reservation,) and that when the United States agreed that the State should have the 16th section in each township of "public lands" there was thereby conveyed to the State the fee in the 16th section in a township covered by an Indian reservation, subject only to the Indian right of occupancy.

If this does not settle the question, that lands covered by an Indian right of occupancy are *public lands*, it is difficult to understand how the question could be settled.

Apply that case to the one under consideration.

Take the Osages. Is there any room to doubt that their right was a mere right of occupancy? Certainly not. And that was all that the United States did or could buy from them. Simply their right to occupy. That was the only right they held when the compact was made between the United States and the State of Kansas.

It is a case exactly like the Wisconsin case. If, in the Wisconsin case, the lands were *public lands*, then it must be held that in this case the lands were *public lands*, and there is no honorable way by which the United States can avoid paying the five per centum on the net proceeds of such sales.

It will be observed in the Beecher case, *supra*, that the court held that when the compact was made with the State the right to the fee in the 16th section vested in the State,