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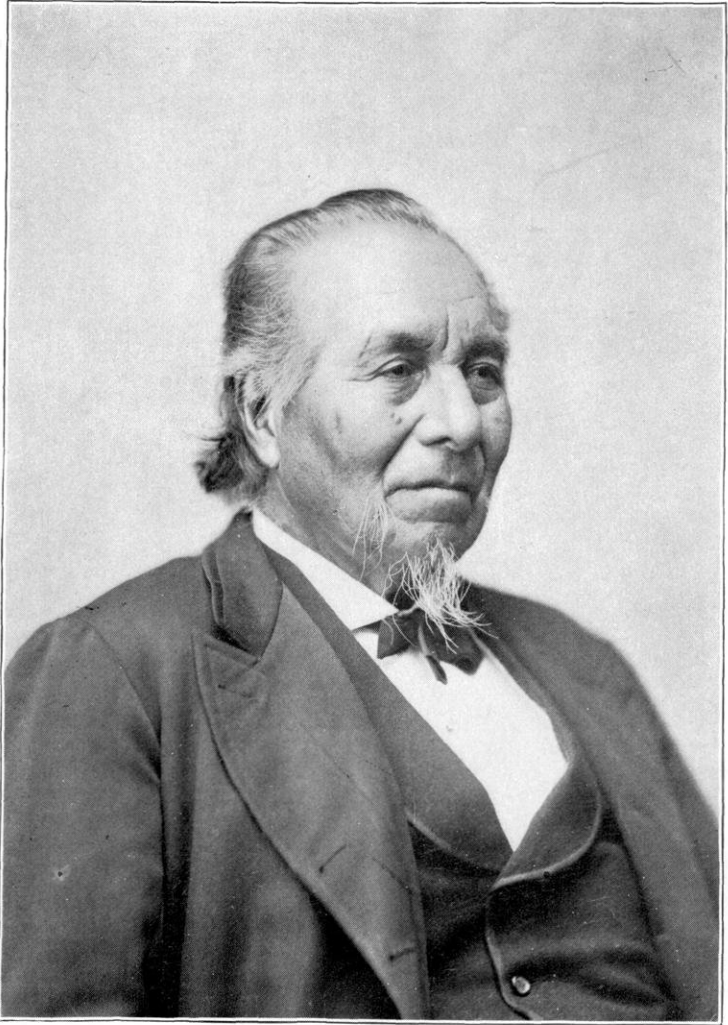
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ISPARHECHER, CHIEF OF THE CREEKS.

ANNUAL REPORTS

OF THE

DEPARTMENT OF THE INTERIOR

FOR THE

FISCAL YEAR ENDED JUNE 30, 1899.

INDIAN AFFAIRS.

PART II.

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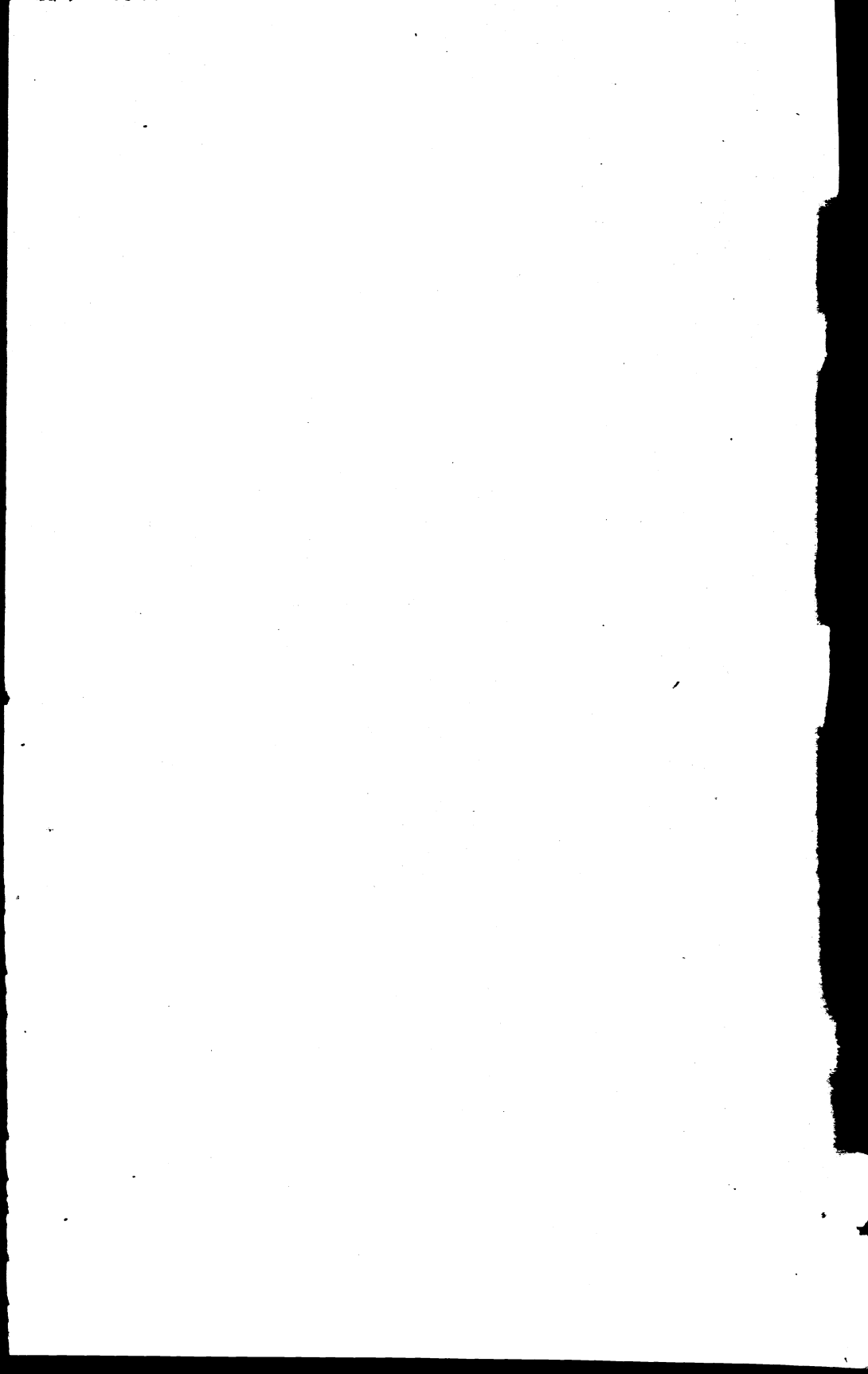
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SIXTH ANNUAL REPORT
OF THE
COMMISSION TO THE FIVE CIVILIZED TRIBES
TO THE
SECRETARY OF THE INTERIOR
FOR THE
FISCAL YEAR ENDED JUNE 30, 1899.

COMMISSION TO THE FIVE CIVILIZED TRIBES.

HENRY L. DAWES, of Massachusetts.

TAMS BIXBY, of Minnesota.

ARCHIBALD S. MCKENNON, of Arkansas.

THOMAS B. NEEDLES, of Illinois.

ALLISON L. AYLESWORTH, *Secretary.*

LETTER OF TRANSMITTAL.

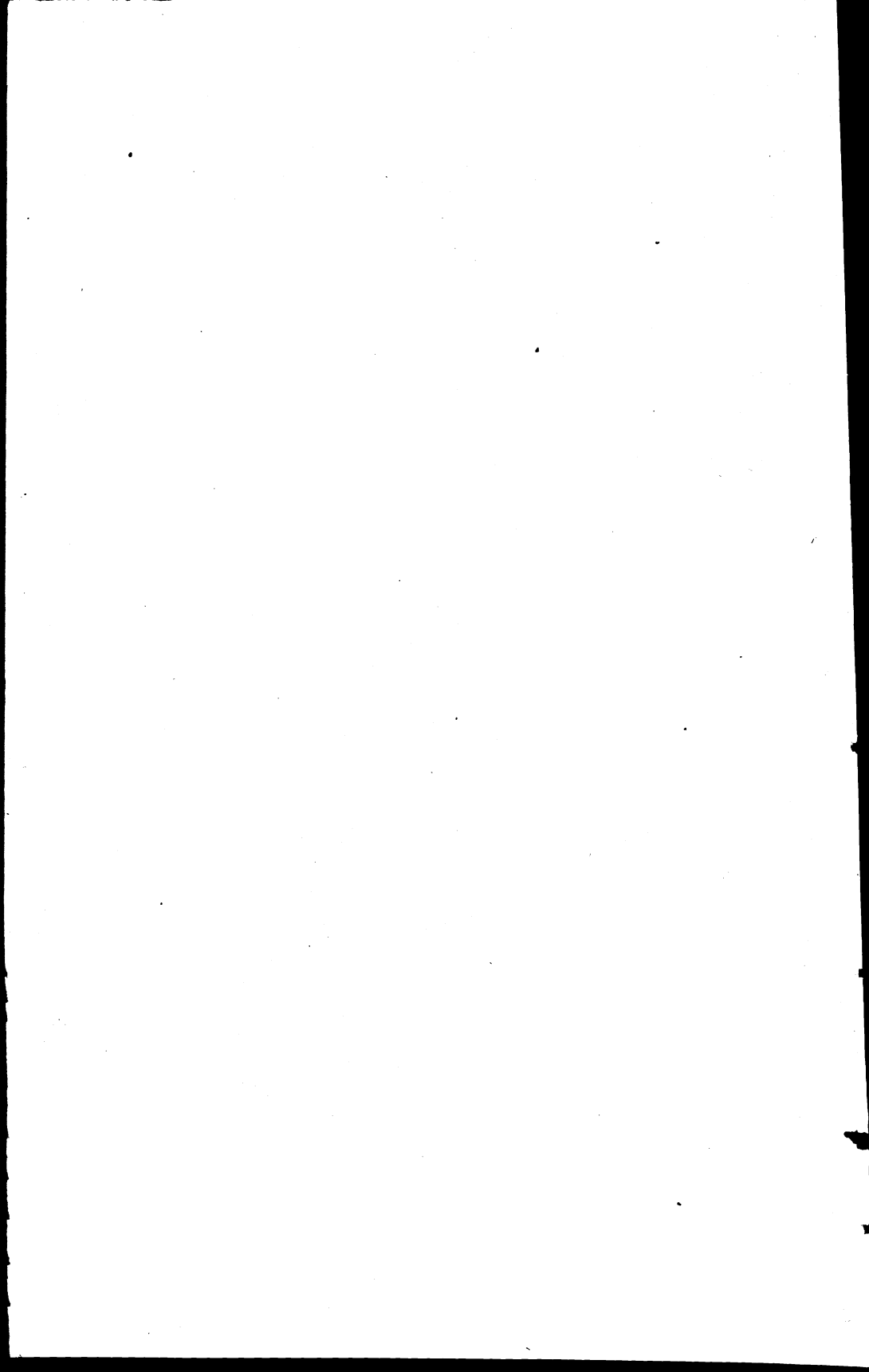
DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
Muskogee, Ind. T., September 1, 1899.

SIR: I have the honor to transmit herewith the annual report of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1899.

Very respectfully,

TAMS BIXBY,
Acting Chairman.

The SECRETARY OF THE INTERIOR.

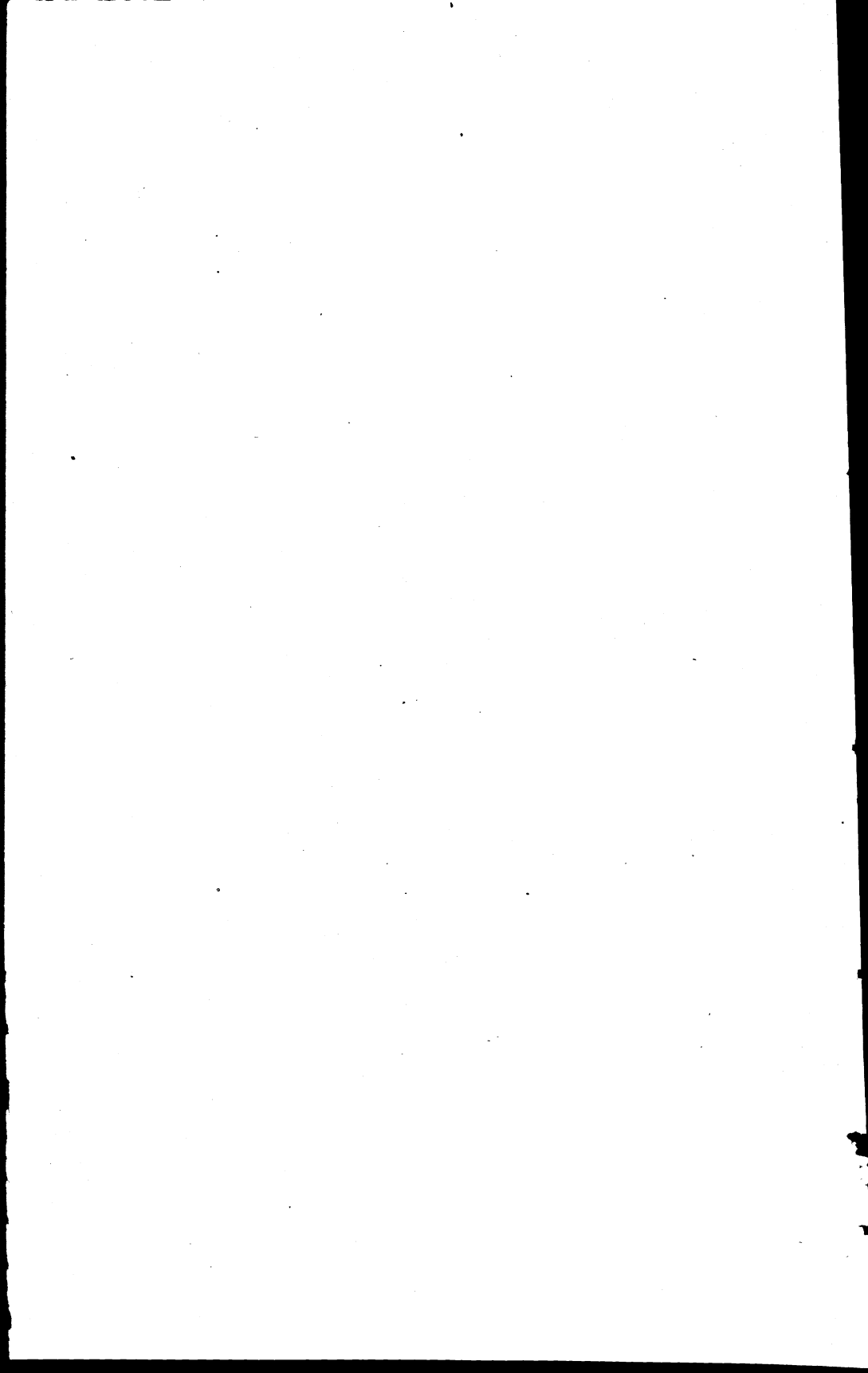


INTRODUCTORY.

There having developed on the part of the general public a widespread interest in Indian Territory, and a concurrent demand for information relating thereto, this report, though primarily designed to acquaint the Department of the Interior with the progress made by the Commission to the Five Civilized Tribes for a stated period, has been supplemented by such matter as is deemed necessary and proper to convey a comprehensive idea of existing conditions to those seeking such information.

Especially will the commission be gratified if this report shall serve to in any measure correct two false impressions which, though diametrically opposed, have gained equal foothold throughout the country, and to which the adherents of either cling with equal tenacity. The first and most pernicious of these beliefs is that the possession of Indian blood is the sole qualification for citizenship in Indian Territory; that when established the possessor thereof may at once enter into the enjoyment of tribal citizenship with resultant wealth, happiness, and *far niente*. The second, while less harmful, exists in the minds of those who see in the American Indian a downtrodden, persecuted, and impoverished creature, victimized by a Government whose cruelty and greed is surpassed only by its power.

It is believed that a conscientious consideration of the following pages will lead the thoughtful student of the Indian question to the conclusion that the results sought to be obtained by the United States Government in Indian Territory are absolutely essential to the welfare, happiness, and prosperity of that race whose origin is shrouded in mystery and romance, and the sun of whose destiny is soon to set, leaving no evidence of material or intellectual growth to mark its passing.



ANNUAL REPORT
OF THE
COMMISSION TO THE FIVE CIVILIZED TRIBES.

LEGISLATION AND AGREEMENTS.

Since the report made by the Commission, October 3, 1898, no legislation affecting its work other than that making appropriations and providing for appeals in citizenship cases from the United States courts in Indian Territory to the Supreme Court of the United States, has been enacted by Congress.

The act of Congress June 28, 1898, ratified, in an amended form, the agreement made by the Commission to the Five Civilized Tribes with the Choctaws and Chickasaws on April 23, 1897, and with the Creeks September 27, 1897, to become effective if ratified by a majority of the voters of those tribes at an election held prior to December 1, 1898. Pursuant thereto a special election was called by the executives of the Choctaw and Chickasaw nations to be held August 24, and the votes cast were counted in the presence of the Commission to the Five Civilized Tribes at Atoka, August 30, resulting in the ratification of the agreement by a majority of seven hundred ninety-eight votes. Proclamation thereof was duly made and the "Atoka agreement," so called, is therefore now in full force and effect in the Choctaw and Chickasaw nations. A copy thereof is hereto appended. (Appendix No. 1, p. 31.)

Chief Isparhecher of the Creeks was slow to call an election, and it was not until November 1, 1898, that the agreement with that tribe (Appendix No. 1, p. 31) was submitted in its amended form for ratification. While no active interest was manifested, the full-bloods and many of the freedmen were opposed to the agreement and it failed of ratification by about one hundred and fifty votes. As a result the act of June 28, 1898 (Appendix No. 1, p. 31) known as the Curtis Act, became effective in that nation.

The Cherokees now began to realize the sensations of "a man without a country," and again created a commission at a general session of the national council in November, 1898, clothed with authority to negotiate an agreement with the United States. The earlier efforts of this commission to conclude an agreement with that tribe were futile, owing to the disinclination of the Cherokee commissioners to accede to such propositions as the Government had to offer. The commission now cre-

ated was limited in its power to negotiate to a period of thirty days. The United States Commission had advertised appointments in Mississippi extending from December 19, 1898, to January 7, 1899, for the purpose of identifying the Mississippi Choctaws, a duty imposed upon the commission by the act of June 28, 1898, but on receiving a communication from the chairman of the Cherokee Commission requesting a conference it was deemed desirable to postpone the appointments in Mississippi and meet the Cherokee Commission, which it did on December 19, 1898, continuing negotiations until January 14, 1899, producing the agreement which is appended hereto. (Appendix No. 2, p. 49.)

In the meantime the Creeks had, by act of council, created another commission with authority to negotiate an agreement with the United States, and a conference was accorded it immediately upon conclusion of the negotiations with the Cherokees, continuing to February 1, 1899, when an agreement was concluded. (Appendix No. 3, p. 50.) The agreement with the Cherokees was ratified by the tribe at a special election held January 31, 1899, by a majority of two thousand one hundred six votes, and that with the Creeks on February 18, 1899, by a majority of four hundred eighty-five.

While these agreements do not in all respects embody those features which the commission desired, they were the best obtainable, and the result of most serious, patient, and earnest consideration, covering many days of arduous labor. The commissions were many times on the point of suspending negotiations, there having arisen propositions upon the part of one of the commissions which the other was unwilling to accept. Particularly were the tribal commissioners determined to fix a maximum and minimum value for the appraisement of lands, while this commission was equally vigorous in its views that the lands should be appraised at their actual value, excluding improvements, without limitations in order that an equal division might be made. The propositions finally agreed upon were the result of a compromise, without which no agreement could have been reached.

The desirability, if not the absolute necessity, of securing a uniform land tenure among the Five Tribes leads the commission to recommend that these agreements, with such modifications and amendments as may be deemed wise and proper, be ratified by Congress.

ENROLLMENT OF CITIZENS.

A very general impression exists among those unacquainted with conditions in Indian Territory that the work of making rolls of "Indians" is a comparatively simple matter, susceptible of accomplishment in a short space of time. Were Indian Territory merely a reservation peopled only by full-blood Indians, that impression would have foundation in fact, but Indian blood, unfortunately, is not the sole qualification for citizenship in Indian Territory, and, indeed, as will be seen later, if other requisites are not lacking, it is not even an element. In other words, certain arbitrary laws and decisions govern the commission in determining who are and who are not eligible to enrollment. For example, were a full-blood Cherokee Indian from North Carolina now to present himself for enrollment to the commission, his application would be rejected; whereas, were a white man to now contract marriage with a Choctaw or Chickasaw, conformable to the laws of those nations, he would be entitled to enrollment. When completed the citizenship rolls of the Five Tribes will be found to contain the names of full-blood Indians, negroes, and white men, with every intervening degree of blood.

Generally stated, the right to enrollment as citizens of one of the Five Tribes, is derived from one of six primary sources.

First. Inheritance of Indian blood, coupled with continuous affiliation and residence with one of the Five Tribes in Indian Territory and duly recognized and enrolled as a member thereof.¹

Second. Adoption by act of national (tribal) council.

Third. Treaty stipulations under which certain classes of persons of African descent commonly termed "Freedmen" became vested with full or qualified property and political rights.

Fourth. Admission to citizenship by the Commission to the Five Civilized Tribes or the United States court in Indian Territory on appeal therefrom, under act of Congress, June 10, 1896. (Appendix No. 4, p. 66.)

Fifth. Admission to citizenship by a legally constituted court, committee, or commission designated by the several tribes, under the act of June 10, 1896, or by the United States court on appeal therefrom.

Sixth. Intermarriage.²

Neither this commission nor any other tribunal has now authority to admit applicants to citizenship. The doors to applicants have been permanently closed, and tribal membership can no longer be augmented from any of the above-named sources save two, viz.: intermarriage with Choctaw and Chickasaw citizens and births of children. It remains only for the commission to determine what claimants to enrollment in the various nations have, in fact, acquired citizenship through one of the sources above named. These six primary sources of citizenship, with the exception of intermarriage, apply alike to all the five tribes, but the treaties, laws, and customs under which they apply, vary with each nation, save as to that class whose citizenship was established by this commission or the United States courts, and no general rule, therefore, can be laid down for the guidance of the commission for enrolling citizens of the various tribes.

The act of June 28, 1898 (Appendix No. 1, p. 31) makes it the duty of the commission to prepare ten separate rolls, viz.:

Cherokees, by blood, intermarriage and adoption.

Cherokee freedmen.

Delawares (in Cherokee Nation).³

Creek Indians.

Creek freedmen.

Seminoles, Indians and freedmen.

Choctaws, by blood, intermarriage and adoption.

Choctaw freedmen.

Chickasaws, by blood, intermarriage and adoption.

Chickasaw freedmen.

To accomplish this work, the commission is authorized "to take a census of each of said tribes or adopt any other means by them deemed necessary to enable them to make such rolls." A further provision of the law makes it incumbent upon the commission to make rolls "descriptive of the persons thereon, so that they may be thereby identified."

¹ NOTE.—An exception should be noted as to Mississippi Choctaws, whose right to enrollment, when identified, is dependent upon their removal to the Choctaw Nation. See "Mississippi Choctaws."

² Limited.

³ By implication.

Roughly estimated, the number of citizens to be thus enrolled in each nation may be stated as follows:

Cherokees	30,000
Cherokee freedmen	4,000
Delawares	1,000
Creeks	10,000
Creek freedmen	6,000
Choctaws	16,000
Choctaw freedmen	4,250
Chickasaws	6,000
Chickasaw freedmen	4,500
Seminoles	3,000

Immediately upon the passage of the Curtis Act the commission made preparation to enter actively upon the duty of making "correct rolls" of citizens. Though commonly termed a "census," the method pursued is not to be compared with the work which properly comes under that term in enumerating the people in the States. A house-to-house visit would be impracticable in the highest degree for reasons which will appear later. Previous experience of the commission had demonstrated the impossibility of securing hotel accommodations in the interior of the various nations, even where towns of moderate size had sprung up, and for the commission to secure suitable food and lodging in the more sparsely settled districts and among the full-bloods was not to be thought of. There could be no question, however, as to the desirability, if not the absolute necessity, of the commission visiting well-distributed points throughout the interior, as in no other manner could the full-bloods be induced to present themselves for enrollment, and any other method would entail too much expense upon the applicants.

The commission therefore purchased the necessary equipment for its maintenance in the field, such as tents for office, sleeping, dining, and cooking purposes, kitchen utensils, wagons and mules for transporting the equipment from place to place, and such supplies as were necessary for the subsistence of the party and the transaction of business.

Prior to the passage of the Curtis Act the commission had devoted some time to the enrollment of Creeks. The effort, however, was attended with only partial success, owing to the favorable sentiment entertained by the full-bloods toward the "blanket policy," and their revulsion of feeling toward a change of conditions, in which they were supported by the principal chief, himself a full-blood. Provisions of the Curtis Act not only required additional information to be secured in connection with each citizen's enrollment, but required a separate roll of Creek freedmen, with additional restrictions. The information already secured in the Creek Nation was, therefore, not sufficient to comply with the law, and the commission found it necessary to include that nation in its plans for enrollment work. Appointments were made and advertised by methods best adapted for the class of people to be reached, covering the Seminole, Creek, and Chickasaw nations, in the order named, and extending to November, 1898.

SEMINOLES.

The Seminoles, as has already been seen, are the fewest in numbers of the Five Tribes, and their government has been free from corruption. The rolls of the tribe, while crude in a measure, were found free from all irregularities of a fraudulent character. The chief difficulties experienced by the commission in their enrollment arose from the fact that very few well-established family names exist, and applicants were

not always able to give such information regarding parentage, relationship, etc., as is necessary to make "rolls descriptive of the persons thereon," and from the further fact that very few of the Seminoles speak English. Intermarriage with a citizen of the Seminole Nation does not confer citizenship on the non-citizen so intermarrying, and there are therefore no intermarried citizens to be enrolled in that nation. Indeed, it is essentially a nation of full-bloods, save as to its colored citizens, who, under treaty provision, are on an equal footing with the citizens by blood. About one-third of the citizens of the Seminole Nation are freedmen, and while the law does not specifically require a separate roll of each of these classes, the commission's data will enable it to so separate them. The preliminary roll of the Seminoles has been completed, but as no date has yet been fixed after which children born to citizens shall not be added, the roll can not be closed.

CREEKS.

Many more difficulties presented themselves to the commission in the enrollment of Creeks, and their enrollment was not completed at the appointments made. Their enrollment, however, is gradually being effected, as will appear under another head.

Particularly difficult is the enrollment of Creek freedmen, whose rights thereto are dependent upon their names or that of their ancestors appearing upon the roll made by J. W. Dunn (United States Indian agent) prior to March 14, 1867, or upon admission to citizenship by proper authority since that time. The colored population of the Creek Nation is large, and it is safe to say that not a dozen freedmen in the entire nation at the time of the passage of the Curtis Act knew or remembered that there was ever a roll made by J. W. Dunn; yet so rapidly does the colored race transmit information of this character from one to another that nearly every man, woman, and child in the nation now recognizes the importance of being on the "Dunn roll" or being a descendant of some one who was; and so persistent are they in their efforts to establish a status thereunder that the strictest and most vigilant care must be exercised in the identification of applicants.

The chief difficulty in this regard lies in the fact that the "Dunn roll" so called, was prepared immediately after the abolishment of slavery, at which time surnames among slaves was practically unknown. When anything more than a given name was necessary, the names of former masters were assumed, and it was by this method, largely, that Major Dunn enrolled the Creek freedmen in 1867. Since that time, however, a very large percentage of the freedmen have changed their names, and indeed many are equally well known by several names. After a period of forty years it is not an easy matter to identify those whose names appear on the roll in question. In view of the fact that each freedman who is found entitled to enrollment will receive nearly two hundred acres of land, and that most families will thus receive several hundred acres, it is not surprising that considerable effort should be made by these people to get on the rolls. Many of those now claiming have been recognized by the tribe as citizens and been enrolled one or more times on tribal rolls, without having been admitted by act of council or otherwise legally acquiring that enrollment. That a monetary consideration has been the medium by which both freedmen and others have in some instances gained admission to the tribal rolls can not be questioned, and as the law authorizes the commission to eliminate such names from the tribal membership progress is necessarily slow.

CHICKASAWS AND CHOCTAWS.

The commission proceeded early in September, 1898, to fill its engagements in the Chickasaw Nation. The lands of the Chickasaws and Choctaws are owned in common by those tribes, and the citizens of each have made their homes upon the lands of the other and will be permitted to retain same in allotment. It was therefore deemed by the commission practicable and expedient while enrolling Chickasaws to enroll such Choctaws as were residing in the Chickasaw Nation. Of these tribes, four rolls are to be made (not including such special designation as intermarried citizens may require), viz.: Chickasaws, by blood and intermarriage; Chickasaw freedmen; Choctaws, by blood and intermarriage, and Choctaw freedmen. The authority under which it becomes the duty of the commission to enroll Choctaw and Chickasaw freedmen is contained in the Curtis Act (Appendix No. 1, p. 31), and is as follows:

It shall make a correct roll of all Choctaw freedmen entitled to citizenship under the treaties and laws of the Choctaw Nation, and all their descendants born to them since the date of the treaty.

It shall make a correct roll of Chickasaw freedmen, entitled to any rights or benefits under the treaty made in eighteen hundred sixty six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined in such manner as shall be hereafter provided by Congress.

The Choctaw-Chickasaw treaty of 1866 (14 Stat., 769) contained a stipulation under which the Choctaws and Chickasaws were to adopt their freedmen with limited property rights, or upon their failure to do so within two years, to waive their right to the sum of \$300,000, the agreed consideration for certain lands to be ceded by said tribes to the United States, which sum was to be held by the United States in trust for the use and benefit of said freedmen. Neither tribe adopted their freedmen as therein provided within the time specified. The Choctaw legislature, however, passed an act May 21, 1883, adopting their freedmen under a provision of the Indian appropriation bill of May 17, 1882. (22 Stat., 72.)

The Chickasaws had in 1873, ten years earlier, passed an act "to adopt the negroes of the Chickasaw Nation," but the approval of the United States was not given to this legislation until August 15, 1894 (28 Stat., 336), twenty years later. In the meantime the Chickasaws experienced a change of sentiment, and while the act of adoption is not found to have been specifically repealed, repeated petitions were made to the Government to remove the freedmen, with declarations that it was not their desire to adopt them. This desire was further evidenced by a refusal upon the part of the Chickasaws to recognize their freedmen as possessing any citizenship rights or privileges whatever. No roll of the Chickasaw freedmen, therefore, had ever been made, and each applicant's right to enrollment must be determined by the commission *de novo*. To this end hearings are given, at which applicants and witnesses are examined, and the applicant's eligibility to enrollment is thereupon determined. A committee selected by a convention of Chickasaw freedmen has been in attendance at the sittings of the commission, and has rendered great assistance. This method is necessarily slow, and consumes much time and labor; but the commission is giving such careful consideration to the work as

will result in producing correct and satisfactory results. The Choctaws had made rolls of their freedmen, and the enrollment of that class is thereby much facilitated. The tribal rolls of citizens in the Choctaw and Chickasaw nations are to be found more accurate and in much better form than those of the Creeks. Each nation has provided citizenship committees to represent the nation, composed of men of established integrity and wide acquaintance, and they have rendered very material aid to the commission.

Incident to the enrollment of intermarried citizens in the Chickasaw and Choctaw nations arise many complex questions, the determination of which necessarily consumes much time. In this connection may be noted the necessity for securing evidence that such marriages have been contracted in conformity with tribal laws and that the parties thus contracting are living together as husband and wife. The acts of the legislative bodies of both nations have made abandonment on the part of an intermarried citizen, cause for a forfeiture of citizenship, and it lies with the commission to determine in such cases which spouse has in fact abandoned the other. Many cases of this character have been brought before the commission and the hearings present the appearance of a trial before a United States court, so formidable is the array of counsel, witnesses, and spectators. A special hearing for the determination of such cases was held at Ardmore in November, 1898, and again in March, 1899, at South McAlester.

Upon the close of its appointments in the Chickasaw Nation in November, the commission returned to Muskogee, where the next three months were devoted to the negotiations out of which grew the agreements with the Creeks and Cherokees and to the identification of Mississippi Choctaws, all of which appears under separate heads.

In the month of March, 1899, appointments were fixed and advertised for enrollment work in the Choctaw Nation, commencing with April 17, 1899, and extending over the entire summer, with the exception of the month of July, which was reserved for the purpose of enabling the commission to dispose of such matters as required the joint consideration of its members.

The commission has not been able during its enrollment engagements to give hearings to cases requiring special consideration, and many claims to enrollment are yet undisposed of and will necessitate future appointments in order that a proper determination may be had before the rolls can be closed. There also remain a few cases yet to be determined by the United States court.

It is exceedingly important that a date be fixed in all the five tribes after which no more names can be added to their membership. Especially is this true of the Choctaw and Chickasaw nations, where a desire on the part of noncitizens to acquire an interest in tribal property has, in many instances, been the sole consideration for contracting marriage with citizens, the consequences of which need not be detailed here. Almost, if not quite, as serious in its consequences is the situation with reference to the increase in tribal membership through births of children, which applies to all the five tribes. Each addition to a family in this way entitles the head of such family to the selection of an additional allotment, varying from approximately five hundred acres in the Choctaw and Chickasaw nations to one hundred twenty in the Cherokee Nation. The opportunity thus afforded for the acquisition of wealth is readily seen and embraced by the more degenerate classes, and as a result the birth rate is high.

Citizens are required to report births of children to the commission

for enrollment under sworn statements. For this purpose a blank is supplied. (Exhibit No. 2, p. 35.)

The commission will seek to effect an agreement with all the tribes at an early day which shall fix a date for the closing of rolls.

The method adopted by the commission for securing and preserving the data necessary to the enrollment of the various tribes is as follows:

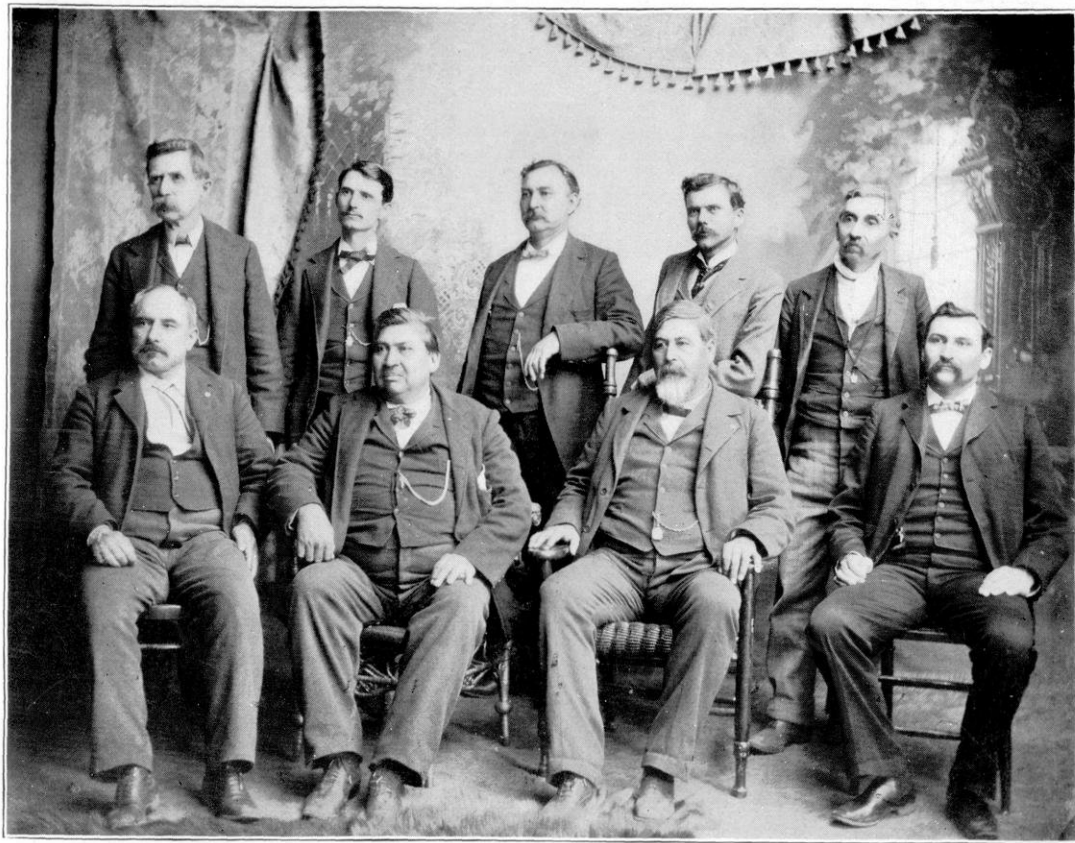
Each head of family is required to appear in person before the commission and give the information necessary for the enrollment of himself, his wife, and minor children. When deemed necessary, this examination is conducted under oath, and witnesses when required are summoned and examined for verification of applicant's statements. If found eligible, the enrollment is entered on a blank card (Exhibit No. 3, p. 37), which was designed by the commission and which embraces the information or data required, in the smallest practicable amount of space. These cards are fourteen inches long and seven inches wide, and are preserved in boxes long enough to contain the requisite number for any one roll standing on edge, similar to the card-index system. (Exhibit No. 4, p. 38.) The cards are printed to conform to the requirements of the roll for which they are intended, and those for each roll are given a separate color to aid in distinguishing them. The depositary boxes, being portable, can be transported from place to place where needed, and when not in use are kept in a fireproof vault at the general office. The boxes are supplied with lock and key, and the cards are accessible only to those who are authorized. These cards when filled constitute a preliminary roll, and when enrollment in any one nation has thus been completed, the data will be transferred to bound volumes for transmittal to the Department. The practicability of this method of enrollment will be obvious. Additions or eliminations made necessary by births and deaths and other causes may be freely made without mutilating the record.

CHEROKEES.

The enrollment of Cherokees has not yet been reached, so pressing and voluminous has been the work in the other nations. The making of rolls in the Cherokee Nation is likely to be attended with even more difficulty than has thus far been experienced in the other nations, owing to the greater number of spurious claimants and to the requirements of the law with reference to the enrollment of Cherokee freedmen. The act of June 28, 1898 (Appendix No. 1, p. 31), provides that rolls in the Cherokee Nation shall be made as follows:

SEC. 21. That in making rolls of citizenship of the several tribes, as required by law, the Commission to the Five Civilized Tribes is authorized and directed to take the roll of Cherokee citizens of eighteen hundred and eighty (not including freedmen) as the only roll intended to be confirmed by this and preceding acts of Congress, and to enroll all persons now living whose names are found on said roll, and all descendants born since the date of said roll to persons whose names are found thereon; and all persons who have been enrolled by the tribal authorities who have heretofore made permanent settlement in the Cherokee Nation whose parents, by reason of their Cherokee blood, have been lawfully admitted to citizenship by the tribal authorities, and who were minors when their parents were so admitted; and they shall investigate the right of all other persons whose names are found on any other rolls and omit all such as may have been placed thereon by fraud or without authority of law, enrolling only such as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to citizenship under Cherokee laws.

It shall make a roll of Cherokee freedmen in strict compliance with the decree of the Court of Claims rendered the third day of February, eighteen hundred and ninety-six. (Appendix No. 5, p. 70.)



CHEROKEE COMMISSIONERS.

DELAWARES.

Under a provision of an agreement entered into between the Delaware tribe of Indians of Kansas and the Cherokees of Indian Territory on April 8, 1867, the Delawares whose names were enrolled on a certain register made February 18, 1867, numbering in all nine hundred eighty-five, were admitted into the Cherokee country. The wording of that agreement was, unfortunately, ambiguous, and as a result a misunderstanding arose between these tribes as to the property interests which were acquired by the Delawares thereunder.

The Delawares construe the agreement as entitling them to not only an absolute and unqualified title to 157,600 acres of land, but in addition thereto, equal rights, privileges, and immunities with native Cherokees in all respects, which contention, if sustained, would entitle the Delawares not only to the 157,600 acres as a separate estate, but a right to participate in all respects as native Cherokees in the distribution of the remaining lands and moneys of that tribe.

The Cherokees contend that under the agreement referred to the Delawares were admitted to full citizenship in the Cherokee Nation, entitled to a common interest in the lands and moneys of the tribe, having no special or additional rights *save a guarantee* that the original nine hundred eighty-five registered Delawares should, in case of allotment in severalty, be entitled to not less than 160 acres each. That the children of the registered Delawares were precisely on the same footing as native Cherokees.

To secure an adjudication of this matter, a provision was embodied in the Curtis Act authorizing either party to bring a suit in the Court of Claims of the United States within sixty days after the passage of the act. The suit was duly instituted by the Delawares and is now pending.

While the law does not specifically require a separate roll of Delawares, it is, of course, necessary, in view of the circumstances, that one be made when the enrollment of the Cherokees is reached.

GENERAL.

The importance of pushing to an early completion the rolls of citizens in all five tribes need hardly be discussed. Until these rolls have been completed it is impracticable, if not impossible, to make allotments for the reason that the presence of a commissioner would be required in each land office to pass upon the rights of claimants to enrollment prior to filing on selections, a function which can not be delegated. The general duties of the commission will not admit of such monopolization of the time of all its members. With the rolls complete and approved, an officer may be placed in charge of the various land offices and require merely the identification of those whose names appear upon the roll.

Many other important matters rest upon the completion of the rolls, not the least of which is the restoration to the tribes of much of the public domain now in the possession of intruders whose status is unknown to the officers of the judicial department or United States Indian Agent. To this paramount duty the commission will direct all possible effort.

MISSISSIPPI CHOCTAWS.

The act of Congress, June 7, 1897 (Appendix No. 4, p. 66), required the Commission to the Five Civilized Tribes to investigate and report

to Congress whether the Mississippi Choctaws under treaty provisions were not entitled to all the rights of Choctaw citizenship in Indian Territory, except an interest in Choctaw annuities. The commission discharged the duty thus imposed, reporting the result of its investigation to Congress January 28, 1898. As more recent legislation touching the interest of this class of claimants is based upon the findings of the commission, the report referred to is embodied herein. (Appendix No. 6, p. 73.)

Briefly stated, the commission's conclusions were that to avail themselves of the "privileges of a Choctaw citizen" in Indian Territory those claiming under Article XIV of the treaty of 1830 must remove to Indian Territory and there establish a bona fide residence. That upon so doing they became entitled to share in the allotments of lands and all other privileges of Choctaw citizens save participation in Choctaw annuities, but that they must be required to establish their identity. Congress thereupon made provision for the identification of Mississippi Choctaws by inserting in the Curtis Act the following paragraph:

Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under Article XIV of the treaty between the United States and the Choctaw Nation, concluded September twenty-seventh, eighteen hundred and thirty, and to that end they may administer oaths, examine witnesses, and perform all other acts necessary thereto, and make report to the Secretary of the Interior.

The commission has performed that duty, and its report, with exception of the schedule of names of those identified, is appended hereto. (Appendix No. 7, p. 77.)

LAND OFFICES.

The rules and regulations of the Department, prescribed October 7, 1898, to govern the selection and renting of prospective allotments (Appendix No. 8, p. 81), contain the following provision:

" * * * to give effect to the provisions of said act according to its design, and to enable every member of each tribe to select and have set apart to him lands to be allotted to him in amount approximating his share as aforesaid, the Commission to the Five Civilized Tribes is instructed as a means preparatory to and in aid of the duty of allotment of the lands of said tribes, required of it by said act, to proceed as early as practicable to establish an office within the territory of each tribe, provided with proper and suitable records, including a copy of the United States survey of the lands of the tribe, for the purpose of registering each and every selection of lands made by any member of the tribe for his allotment * * * ."

It was not deemed by the commission practicable to attempt the establishment of such offices in all five tribes until a satisfactory method of procedure and system should have been devised and established in one, and by practical experience demonstrated as productive of satisfactory results, and until the rolls of citizens in those tribes should be closed.

The initiatory work being experimental and requiring the close attention of the commission, such office was established at Muskogee, in the Creek Nation, where the general office of the commission is located, thus enabling the commission to better superintend its operations. Due notice was given by publication, as required by the rules of the secretary, and the office opened for the selection of allotments on April 1, 1899.

As has already been indicated, the full-bloods of the Creek Nation have been slow to accede to the policy of the Government as expressed in recent legislation, and the work of enrolling has been materially

retarded by a clear determination on their part to ignore the requirements of the commission. Upon the establishment of a land office at Muskogee, however, it became evident to them that unless they appeared for enrollment they would not be permitted to select their lands, and they have since been presenting themselves for enrollment.

To accomplish the work of enrollment and recording the selections of the Creeks, the commission found it practicable and of material advantage to place an enrolling clerk in the land office. By this method each applicant is examined as to his citizenship before he is permitted to make application for a selection, saving much time to the land office proper. If, on entering the land office, the applicant is found to be already enrolled on a card, and his citizenship is undoubted, he is at once furnished with a certificate of enrollment. (Exhibit No. 5, p. 60.) If not, the necessary data is secured and enrollment made as described under the head "Enrollment of citizens," the commissioner in charge of the land office passing upon all doubtful claims. When enrolled, the certificate of enrollment is presented by the applicant to an experienced land clerk, who locates the land desired and furnishes the applicant with a small diagram (Exhibit No. 6, p. 61) bearing the proper description and showing the subdivision claimed. This is made up from information elicited from the applicant with the aid of photolithographic township plats. Different from the class of people who are applicants for homesteads at United States district land offices throughout the United States, these people rarely know the proper description of the lands upon which their homes and improvements are located, or which they desire to select from the open domain. Exhibit No. 7, p. 62, shows specimens of descriptions presented by applicants intended to indicate the location of their selections.

On receiving the diagram and description of his selection, the applicant presents same to a selection clerk, whose plats (Exhibit No. 9, p. 64) graphically indicate selections already made, and who compares the descriptions thus presented with those previously filed upon, to guard against a second filing upon the same tract. He further ascertains whether the selection applied for is crossed by any railroad rights of way, meandered streams, etc., in order to determine the acreage of the land selected. If the land applied for is found clear, the subdivision selected is indicated on the memorandum plats by the principle of a circle, a complete circle representing a quarter section, a half circle 80 acres, etc. The application (Exhibit No. 10, p. 65) is then filled out by the selection clerk with the names of the members of the family, description and acreage of the lands selected, and passed to the member of the commission in charge, who closely examines the applicant under oath as to whether he has been on the lands so selected and knows the location and character of the soil, whether they are suitable for homes, whether there are any other claimants, whether there are any schools, churches, or other public buildings on the lands, and such other questions as are deemed necessary to establish the claimant's right to the selections made. A verbatim stenographic record is made of each applicant's statement and filed with the application. If the commissioner finds the applicant entitled to the selection, the application is passed to a draftsman, who makes the proper entry on a township diagram (Exhibit No. 11, p. 69), of which the commission has one for each township in the Creek Nation. When noted on the diagram, the selection is recorded in writing on the tract book (Exhibit No. 12, p. 73), and a certificate of selection (Exhibit No. 13, p. 76) is issued to the applicant.

At the inception of this work very few conflicting claims appeared, but as the work progresses it is seldom that an application is made which does not in some measure conflict with selections already made. In such cases every possible effort is made by the commission to secure an amicable adjustment between claimants, and failing in this a contest is initiated, the procedure of which will appear under the head of "Land contests."

Citizens whose selections lie within one mile of the corporate limits of towns are not provided with the regular certificate of selection, owing to the increased value by reason of the location of the land. Pending appraisal of such lands, they will be permitted to remain in possession of an approximate share in value of the lands of the tribe and a special certificate evidencing right to possession is issued.

Up to and including June 30, 1899, three thousand eight hundred selections were filed on in the Creek Nation. Selections thus made are shown by Exhibit No. 8, page 63, the shaded portions representing selections made.

LAND CONTESTS.

As early as 1827 settlements were made in the Creek Nation at what is known as "Old Agency," and within a few years thereafter the Creeks were generally removed to their present territory. Their lands having never been surveyed, except as to exterior limits of the nation, their farms were without regular form or boundaries. These farms usually started with small clearings in the woods or bottoms, and took such form as the owners found most convenient to cultivate or fence. Some formed triangles, some circles, others were oblong, and so on, and as no restrictions were placed upon the amount of land that any citizen might cultivate, no regular limits bounded any citizen's claim. For over sixty years such claims have existed, becoming more crowded and more indefinite as to boundary lines of each claimant's farm. Upon the emancipation of slaves and the extension of citizenship rights to them this situation became more pronounced, owing to the social nature of the negro and his disinclination to seek new homes and cultivate large places. The freedmen settled thickly along the river bottoms and near the towns, and while his natural contented disposition has recently given place to a more ambitious spirit by reason of the opportunities offered for renting lands for grazing purposes, he still tenaciously clings to the old home.

On March 2, 1895, Congress passed an act (28 Stat. L., 876) providing for a survey of the lands of the Five Tribes into sectional subdivisions, which survey has recently been completed. The lines thus established, as related to the boundaries of certain farms, as found by the United States Geological Survey, are illustrated by Exhibit No. 14, page 79. The subdivisions thus made, while indicating in a general way the form which the farms of citizens must eventually take, were not sufficiently small to enable either the owners of farms or this commission to determine what particular subdivisions the improvements of citizens covered or the exact limits of their farms. The commission, therefore, found it necessary to have the more thickly populated districts subsectionized into forty-acre tracts, or "quarter-quarters." A survey party was thereupon organized, termed by the commission the "Creek selection survey party," a more full report of the operations of which will appear under a separate head.

Exhibit, No. 15, page 82, illustrates the work done by it and the complex and irregular holdings of citizens.

Out of these irregular holdings and associated with the allotment of lands has grown a very important branch of the commission's duty—that of hearing and determining contests arising between members of the tribes claiming to be entitled to the same lands.

To govern such proceedings, rules of practice have been prescribed by the commission and approved by the Secretary. (Appendix, No. 9, p. 84.) While some few amendments to these rules may be found necessary as the work advances, they are, on the whole, believed to be well adapted for the purposes for which they are designed.

Exhibit No. 16, page 84, and Exhibit No. 17, page 85, represent the blanks prepared by the commission for the initiation of contests, being the notice of contest and summons, and complaint. These, as well as all other papers essential to the presentation of a contest, are, when desired by contestants, prepared by the commission. Contests generally arise, however, between freedmen or between freedmen and mixed bloods, and they usually retain counsel to prepare their cases and present their evidence.

Up to and including June 30, 1899, sixty-one contests were instituted. Hearings thereof must be given by a member of the commission. The duty can not be delegated and much time will be consumed in giving proper consideration thereto.

A stenographic record is made of the proceedings and preserved to enable a review of a case to be made by the Commissioner of Indian Affairs and the Secretary of the Interior when appealed from this commission.

SURVEYS.

Under the subject of land contests the necessity has been shown for having certain lands subdivided into forty-acre tracts, and the boundaries of each citizen's farm as related to such subsectional lines located. The necessity for this, as has been seen, grew out of the fact that the landholdings of citizens were too irregular and complex to admit of an understanding between the commission and allottees as to the exact location of improvements, without which the respective rights of claimants could not be properly determined.

The first plan adopted by the commission for ascertaining this information was by making a compass traverse of fences with bearings to notable objects from points on the traverse line and platting same in the office. This plan did not give satisfaction; first, on account of its inaccuracy caused by discrepancies existing between measurements or bearings of this and the original survey, thus placing houses on wrong forty-acre tracts. This inaccuracy could only be obviated by first retracing the boundaries of a section, and this, in addition to the compass traverse, would make the survey more expensive than the method at present in use and explained later; second, this method left no permanent markings in the field by which citizens could adjust themselves or know where the boundaries of their selections when filed upon were located.

The present method as adopted consists of dividing a section into forty-acre lots and mapping same by planetable methods similar to the methods now in use on the topographical work of the United States Geological Survey.

First, the boundaries of a section are retraced and one-sixteenth section corners set at 20 chains, proportional measurement, or in the case of whole sections, on the line half way between section and quarter

section corners. Then from the one-sixteenth section corner on the west boundary, and in the south half of the section, a random line is run on the reverse bearing of the south boundary of the section. The true bearing or western course of this line is computed from the falling on the east boundary and one-sixteenth section corners set at 20 chains intervals, proportional measurement. Then from the one-fourth section corner on west boundary a random line is run on reverse bearing of true line through south half, and so on from one-sixteenth section corner in north half, thus establishing the corners of the forty-acre tracts.

All lines are run with a solar compass and accurate notes taken of timber lines, drainage, houses, orchards, fences (with accurate bearings of same), and all notable objects.

These notes are platted at the end of each day's work on a protractor diagram (Exhibit No. 15, p. 82), each section independently, to a scale of eight inches to the mile, and the plats then filled in from plane-table operations in the field, consisting of topographic sketching, planetable triangulation, buckboard traverse, and stadia traverse. For the latter the telescopic alidade and stadia rod are used. This gives a map of each section, with names of property owners and location of property, and, with a fair degree of accuracy, the area under fence and in possession of each citizen. From these plats each citizen's holding can be determined with accuracy.

Thus far only one survey party has been put in the field. Operations were commenced on June 1, and up to and including June 30 154½ miles had been run and 31½ sections had thus been subdivided and platted. This party, as organized, consists of one surveyor in charge, who conducts the topographic work with planetable, one rodman, as stadia man and general assistant, and two crews, each consisting of one surveyor operating solar compass, two chainmen, one rodman, one moundman, two axmen. In addition to these are required one camp teamster and one cook, a total of eighteen men.

The midsummer months are the most unfavorable for field operations of this nature, owing to the rank vegetation, cornfields, etc., which obstruct the progress of the surveyors, and to the amount of illness which prevails among the men in the hot months. The work of this party has thus far been confined largely to bottom lands, which are not only unhealthful, but so densely covered with undergrowth as to necessitate much labor in running lines. Subdivisional work of like nature is necessary in the thickly populated districts in the other four nations, and for this purpose the commission is recommending an increased appropriation for the fiscal year ending June 30, 1901, as the selection of allotments can not advantageously be proceeded with until such surveys are made. Aside from the equipment and the cost of putting the field notes into permanent form, the expense of this work is less than four cents an acre, which, when compared with the value of the information gained, is infinitesimally small.

APPRAISEMENT OF LANDS.

SEMINOLE NATION.

The agreement made by this commission with the Seminoles December 16, 1897, approved July 1, 1898 (Appendix No. 10, p. 87), contains the following provision:

All lands belonging to the Seminole tribe of Indians shall be divided into three classes, designated as first, second, and third class; the first class to be appraised at

five dollars, the second class at two dollars and fifty cents, and the third class at one dollar and twenty-five cents, per acre, and the same shall be divided among the members of the tribe, so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; * * *

Early in April, 1899, the commission organized a party for the classification of Seminole lands, consisting of seven appraisers, with the usual camp equipment for field work. This party, in charge of an appraiser in chief, entered the Seminole Nation April 15, 1899, operating in two divisions of three appraisers each, one appraiser in each division being a surveyor, whose services were needed to retrace sectional lines, the services of the extra appraiser being utilized as a clerk and alternate whenever a member of either division became incapacitated by any reason. These divisions were each accompanied by a representative on the part of the Seminole Nation. Subsequently it became necessary to reduce this party, and only one division is now engaged in classifying lands. The classifications thus made extend to no smaller subdivisions than quarter sections. As will be observed, no discretion is allowed the commission in valuing the land save as such valuations are fixed by the classifications, and upon the completion of classification the appraisalment will be complete.

The appraisers are required to keep an accurate and complete record of classifications made, notes being made in each instance as to the character and fertility of the soil, drainage, timber, etc.

The field notes are kept in small leather-bound books, eight inches long by five inches wide. Exhibit No. 18, page 87, illustrates a page of this record. As the field notes can not be entered in such order as to permit a ready examination as to any particular tract, a second record book is provided, termed "appraisal record," to which the field notes are transferred by the appraiser in charge. This record is so arranged that the townships and ranges appear in numerical order and admits of indexing, so that upon completion of the work any given tract of land can at once be referred to. Exhibit No. 19, page 88, represents a page from this book. The following certificate is inserted at the close of each appraisal record for the signatures of the appraisers by whom the classification is made.

"We, the undersigned, appointed by the Commission to the Five Civilized Tribes to appraise the lands of the Seminole Nation, in accordance with the provisions of the agreement entered into between said Commission to the Five Civilized Tribes and the Seminole Nation, dated December 16, 1897, and approved by act of Congress, July 1, 1898, do hereby certify that we have severally and collectively viewed each parcel of land described on the foregoing pages of this book, on the dates set forth therein, and do further certify, to the best of our knowledge and belief, after careful examination, that the classification of said parcels of land is correct.

In witness whereof we have hereunto set our hands this _____ day of _____, 1899."

As rapidly as the records are made up and certified they are forwarded to the general office at Muskogee, where they are preserved in a fireproof vault.

Much illness has existed among all the field parties of the commission during the hot weather, and the work in the Seminole Nation has been somewhat retarded for this reason. Very satisfactory progress, however, has been made, and the commission expects the work to be completed not later than December 1 of the current year. Exhibit No. 20, page 89, indicates the progress of appraisalment to July 1, 1899, the shaded portion representing work done.

CHOCTAW-CHICKASAW LANDS.

The essence of the Choctaw and Chickasaw agreement (Appendix No. 1, p. 31) is found in its first stipulation, which reads as follows:

"That all the lands within the Indian Territory belonging to the Choctaw and Chickasaw Indians shall be allotted to the members of said tribes so as to give to each member of these tribes, so far as possible, a fair and equal share thereof, considering the character and fertility of the soil and the location and value of the lands."

When read in connection with a clause from a succeeding paragraph in language as follows:

"That in order to such equal division, the lands of the Choctaws and Chickasaws shall be graded and appraised so as to give to each member, so far as possible, an equal value of the land:"

it will be seen that in grading and appraising the lands of the Choctaws and Chickasaws no arbitrary limitations are to be observed, but that the lands are to be appraised at their actual value, a proposition which none of the other tribes have thus far been willing to accede to.

To commence upon this work the commission early in May, 1899, proceeded to organize and equip field parties, and the work was entered upon the latter part of June.

The organization, as effected, consists of four parties, all under the direction of one appraiser in chief, subject to the supervision of the commission.

Each party so organized is composed of six appraisers, one clerk, two teamsters, and one cook. Two of these appraisers in each party are surveyors, and act in a double capacity.

Each party, while subsisting in one camp, operates in two divisions, with three appraisers in each division, one appraiser being a surveyor. Eight divisions are thus engaged in the field at the same time. Each party is under an appraiser in charge, who maintains discipline in the camp and directs details of his party.

Under the terms of the agreement each nation is to be represented in this work, and appointments to that end have been made by the respective executives of those tribes.

The classification and rules formulated and agreed upon for this work are as follows:

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
Muskogee, Ind. T., June 7, 1899.

The following schedule of classes and subclasses of lands located within the limit of those portions of the Indian Territory belonging to the Choctaw and Chickasaw tribes, and the rules for determining the values of same, have been adopted for the purpose of determining the character of said lands and the fertility of the soil, in conformity with the agreement between the United States and said Choctaw and Chickasaw tribes, dated April 27, 1897, and the laws of Congress relating to the same.

COMMISSION TO THE FIVE CIVILIZED TRIBES,

TAMS BIXBY,
Acting Chairman.
M. D. KENYON,
Appraiser in Chief.
W. H. HARRISON,
Representative Choctaw Tribe.
ED. B. JOHNSON,
Representative Chickasaw Tribe.

RULES AND SCHEDULE FOR THE GRADING AND APPRAISING OF THE CHOCTAW-CHICKASAW LANDS.

Rules.

Land shall be valued in the appraisement as if in its original condition, excluding the improvements.

Land will be graded and appraised by quarter sections, except in cases where a part of a quarter section is of a widely different class from the rest. In such cases the quarter section will be graded and appraised in smaller parcels, but no parcel to be less than 40 acres.

If timber is of commercial value the quantity will be carefully estimated, the variety stated, and it will be valued separately, and if not generally distributed over the tracts, its location will be given.

Appraisers will grade and appraise lands without regard to location or proximity to market.

Whenever necessary the appraiser in chief, in cooperation with the representatives appointed by the respective executives of the Choctaw and Chickasaw tribes, will thereafter readjust and equalize the appraisements.

Upon completion of this work the values will be adjusted by the Commission to the Five Civilized Tribes on the basis of values fixed for each class and the location of the land and its proximity to market.

Schedule.

- Class 1. Naturally open bottom land.
- Class 2. (a) Cleared bottom land.
(b) Best black prairie land.
- Class 3. Bottom land covered with timber and thickets. (If the timber is of commercial value, it will be appraised separately.)
- Class 4. (a) Best prairie land, other than black.
(b) Bottom land subject to overflow.
- Class 5. (a) Prairie land, smooth and tillable.
(b) Swamp land easily drainable.
- Class 6. (a) Rough prairie land.
(b) Upland with hard timber. (If the timber is of commercial value, it will be appraised separately.)
- Class 7. (a) Rocky prairie land.
(b) Swamp land not easily drainable.
- Class 8. (a) Alkali prairie land.
(b) Hilly and rocky land.
(c) Swamp land not profitably drainable.
(d) Mountain pasture land.
- Class 9. (a) Sandy land with pine timber. (If the timber is of commercial value, it will be appraised separately.)
(b) Mountain land with pine timber. (If the timber is of commercial value, it will be appraised separately.)
- Class 10. Rough mountain land.

Field and appraisal records similar to those designed for the Seminole Nation have been adopted in the Choctaw-Chickasaw appraisement. Each page of the field record has a duplicate, and when entering their notes the appraisers insert a carbon sheet, resulting in a double record. The duplicate sheets are detached and surrendered to the appraiser in chief, who collates the information necessary and reports each week's progress to the general office of the commission on a blank prepared for that purpose. (Exhibit No. 21, p. 90). The original field notes are transmitted to the general office as rapidly as the books are filled and approved by the appraiser in chief, where they are preserved in a fireproof vault.

When the lands of any quarter section can not be properly classified under one head, separate classifications are made of smaller subdivisions, extending to forty-acre tracts when necessary.

The appraiser in chief directs the field movements of the parties, inspects the various camps and records made, and exercises general supervision over all matters pertaining to the work.

The general plan promises to be productive of satisfactory results. Under favorable circumstances each division can appraise three sections

a day, or a total of twenty-four sections. At this rate it is estimated that the entire appraisement of the Choctaw-Chickasaw lands can be completed in approximately three years, with no larger force than is now engaged. The commission believes it desirable, however, to increase its appraisal parties sufficiently to conclude the work in less time, to which end an increased appropriation is recommended for the ensuing year.

GRAZING LEASES.

For years a very large portion of the public domain of the Five Tribes has been in the possession of stock growers. Cattlemen have extended their wire fences until the prairie lands of the Five Tribes presented the appearance of one large cattle ranch.

Though this industry has become very extensive, the individual citizens received very little direct benefit therefrom, for the reason that the cattlemen, as a rule, held the lands under a contract with the officials of the nation, or, what was more common, simply took possession of open lands, stretched barbed wire about them, and paid no one for the use of them.

Under section 23 of the Curtis Act (Appendix No. 1, p. 31) all grazing leases made with a tribe or member thereof prior to January 1, 1898, terminated April 1, 1899, and all leases made after that date were void, save those made by citizens covering their proportionate share of the tribal lands.

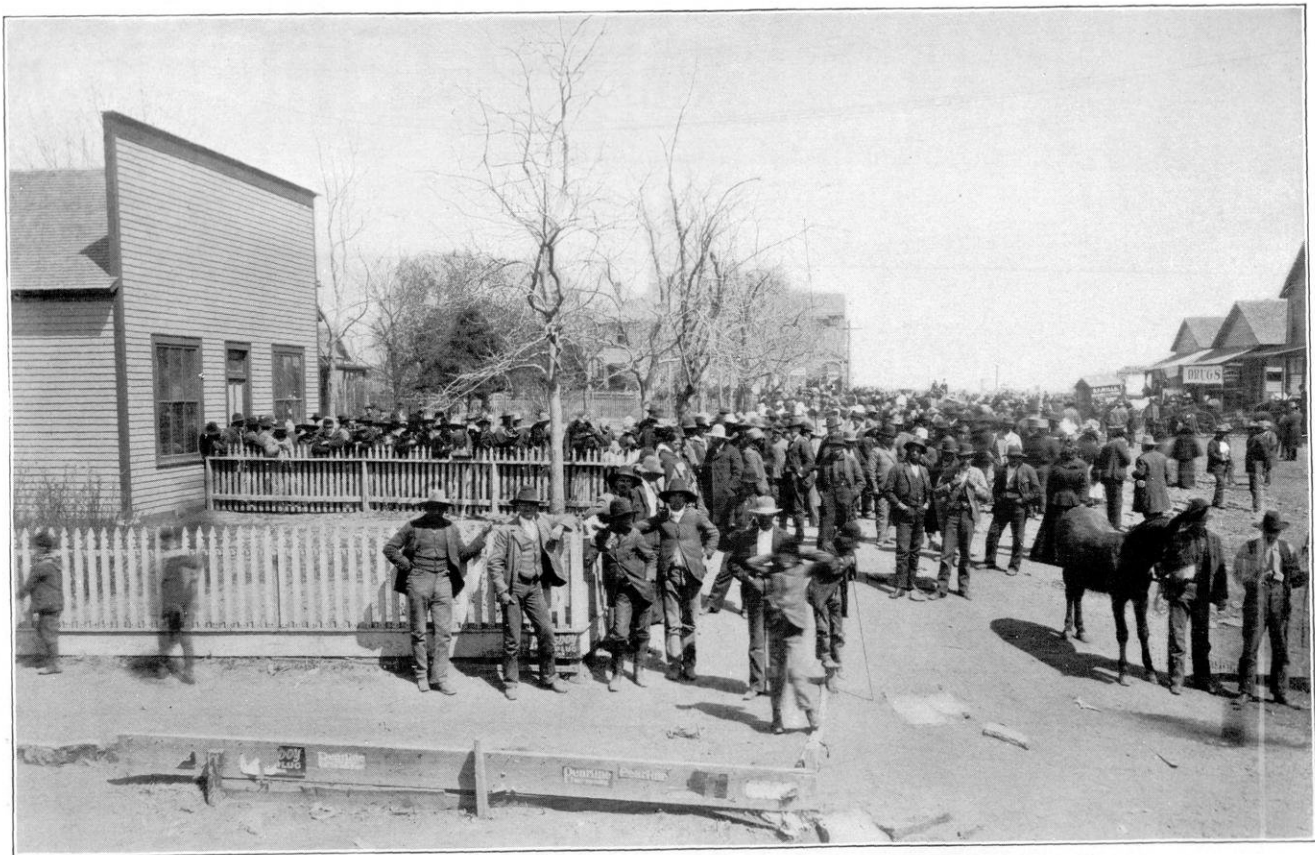
The rules of the Secretary, October 7, 1898 (Appendix No. 8, p. 81), construed the language of the act as intending that no member of a tribe should rent his share of the lands and that of his family unless he be in actual possession and occupying the same or the same be in good faith selected by him and in some way set apart to him, and provided that no contract for rent of any selection so made should be valid or binding unless for adequate consideration made in writing in duplicate and deposited with the Commission to the Five Civilized Tribes, and made it the duty of the commission to investigate such leases and forward to the Department for approval.

The land office of the commission at Muskogee was opened April 1, 1899, and the grazing season was well advanced before any material number of selections had been made. As rapidly, however, as selections were filed upon, rental contracts were made by cattlemen and presented to the commission for investigation. In so many forms were such contracts drawn and so imperfect and irregular were they found, that about seventy-five per cent of them had to be returned to the makers, and a very large number were again and again returned for correction before they could be transmitted to the Department for approval.

Owing to the fact that selections filed upon were largely within pastures and that the terms of a contract were partially fulfilled before presentation for investigation by the commission, the work has not been productive of as good effects as it would have been had the selections been made before the opening of the grazing season.

As a whole, however, the commission regards the results as very satisfactory, as a precedent has been established. Citizens have learned that a reasonable compensation will be secured to them, and cattlemen now understand what rules must be complied with, thus paving the way for more perfect and complete work next season.

The commission has no record of the number of contracts which have been presented for investigation in the Creek Nation, but three hundred



OPENING OF OFFICE AND SELECTION OF ALLOTMENTS AT MUSKOGEE, APRIL 1, 1899.

forty-five have been recommended to the Department for approval up to July 1, 1899, covering 118,510 acres of land, for which an average rate of twenty-five cents per acre is paid.

As soon as land offices can be established in the other four tribes like benefits will result there. When thoroughly systematized and controlled, a very satisfactory income will accrue to the citizens of the Five Tribes from this source.

GOVERNMENT.

The unknown and unknowable force or impulse of nature to seek perfection and effect a cure where ills exist finds a notable exemplification in Indian Territory, where approximately five hundred thousand people live in comparative harmony, peace, and prosperity under a chaotic and intricate form of government.

The entire landed estate, embracing over nineteen millions acres of land, a territory nearly equal in extent to the State of Indiana, is owned in common by a heterogeneous mass of humanity—Indians, negroes, and whites, aggregating about eighty-five thousand souls. An additional four hundred thousand people make their homes within the Territory without a title to the land upon which they live and without a voice in the government by which they are controlled. For the administration of public affairs no uniform system of government or code of laws now exists.

Slowly but persistently the waves of public opinion and sentiment have surged upon the sand foundations of the tribal governments until dissolution is now all but complete, and with the Government of the United States lies the responsibility of seeing that the transitory stage from fragile and impermanent tribal governments to sound footing among the sisterhood of States of the Union be passed in safety and wisdom.

Those who have watched, day by day, the replacing of a primitive time-worn wooden bridge by a modern steel structure without suspension of traffic, will readily understand the change which Indian Territory is now undergoing. Gradually the old, unstable structures of Indian governments are giving way to a substantial modern form of government which shall harmonize and blend in our national scheme of civil rule. The temporary laws which have been selected to do service pending the establishment of a territorial or state government, are as variegated as the classes which they govern.

The Choctaw and Chickasaw governments, in a limited way, are continued, by agreement, to March 4, 1906, and certain of their laws are therefore effective within the territory of those tribes. A similar condition exists as to the Seminoles, with which an agreement was concluded at the close of the year 1897.

To supply needed laws to replace various tribal statutes which had by Congress been made inoperative, the laws of Arkansas pertaining to certain matters have been extended over Indian Territory. The Federal laws have been made to apply to still other subjects, and officials under the Interior Department are charged with the enforcement of rules and regulations governing still further matters, and so on.

So complicated and complex a state of affairs does this system of jurisprudence present that the people are dazed and often unable to determine what is law and who is authorized to enforce it. Indeed, none other than an able lawyer can reasonably hope to understand

the situation, and even he must be content to look upon certain phases of it as not being susceptible of solution.

Conditions are not yet ripe for the immediate installation of a Territorial or State government. " 'Tis a consummation devoutly to be wished," but wholly impracticable at this time for various reasons, not the least of which is found in the fact that there are four non-citizens in Indian Territory to every citizen. The non-citizen does not own a foot of soil, save as provisions have recently been made for the segregation and sale of townsites, and with a voice in legislation, the non-citizen would soon legislate the Indian into a state of innocuous desuetude. On the other hand, it would be manifestly unjust and at ill-accord with the spirit of our institutions to deny the right of franchise to so great a number of people, in all respects otherwise entitled to enjoy that prerogative.

Another very serious obstacle to the establishment of a territorial form of government is the lack of uniform land tenures. The commission indulges in the hope and belief that at no great distant date some method may be devised whereby the lands of all the Five Tribes may be subjected to a uniform tenure.

It will be seen that the legislative feature of the popular form of government is not possible at this time, and while legislation by Congress for all the petty needs of the Territory is impracticable in the highest degree, the more urgent requirements of the people must be met by this means for the present.

The judicial branch is well represented by the United States courts. Having curtailed the powers of the Indian courts, a Federal judicature became at once imperative, and a judiciary was thus early established and is now in operation with eminently satisfactory results. When such progress shall have been made in effecting the changes sought to be brought about as to admit of a territorial form of government, the change from federal to territorial or state courts may be easily accomplished.

The commission believes that the creation of an executive branch having jurisdiction, so far as practicable, over the entire Territory, is not only now feasible, but very desirable. Not only would such a step pave the way for the future and exert a moral influence through the Territory, but serve to provide a much-needed source of authority for the government of the people, the administration of the various laws, and protection of the interests of the United States. The need of an executive to preserve the equilibrium of social and political conditions, and to exercise those many functions for which no other adequate provision has thus far been made, is too evident to require extended discussion here.

SCHOOLS.

So frequently and continuously has the need of schools for the education of white and colored non-citizen children in Indian Territory been urged upon Congress that little can be said by the commission at this time, in connection therewith, which will more clearly define the necessity for relief in this regard.

The children of the entire non-citizen population are without educational advantages, save as provision has been made therefor by certain eleemosynary institutions and by the governments of the larger towns, which must, of necessity, be very limited. The danger of neglecting to in some way meet this emergency was pointed out by the commission

in a letter to the Secretary February 12, 1898, wherein the following language was used :

It needs no argument to make it plain that without some means of education these children may become an army of ignorant, idle, homeless tramps and a menace to good order, and that where it exists there can be no security to either person or property or orderly respect to law and government. An honest livelihood is to such men an impossibility, and the peril of their presence can not be exaggerated. Unless checked, this evil will go on, increasing at an alarming rate, until it will involve the community which tolerates it in irretrievable ruin. Delay is fraught with utmost danger. The initiative in checking it ought to be undertaken at once.

The commission earnestly renews the recommendation that an adequate appropriation be made by Congress for the establishment and the maintenance of a suitable school system to be controlled by such means as may be found best adapted for the exigency of the case.

PUBLIC ROADS.

It is essential that some immediate legislation be had by Congress looking to the establishment of public highways. At the present time travel is seriously restricted by reason of there being no fixed thoroughfares. A network of wire fences is now spread over the Territory, and passage from one point to another is usually made by circuitous and uncertain roads which are to-day passable and to-morrow obstructed by wire fences, or altered to suit the convenience or whims of a vacillating public or land owner.

The irregular farms and pastures which have heretofore covered the Territory will soon give way to regular holdings, bounded by lines of Government survey, and each sectional line should be constituted a roadway for public use.

CONCLUSION.

The commission, in conclusion, most earnestly urges the importance of adequate appropriations for pushing to an early completion the work contemplated by the various laws and agreements under which a transformation is to be wrought in Indian Territory. The all-important and most urgent duty now devolving upon the Government of the United States incident to the translation of conditions among the Five Tribes is the allotment of lands in severalty, and the most pressing and essential preliminary steps toward that end are the completion of citizenship rolls, the appraisement of lands, and the subdivision of sections into forty-acre tracts, all of which have been already discussed in detail in this report.

The commission believes that the enrollment of citizens is progressing as rapidly as the nature of the work will permit, and unless some unforeseen obstacle arises to prevent, the rolls in four of the nations will be completed and delivered to the Secretary during the fiscal year ending June 30, 1900, and very material progress made in the fifth. This branch of the work will be pushed with the utmost dispatch consistent with accuracy and thoroughness.

The appropriations for the fiscal year ending June 30, 1900, however, are inadequate for conducting the work of surveying and appraising lands in any degree commensurate with the exigency of the situation. Such appropriations should be made by Congress as will enable the commission to complete the necessary surveys and the appraisement of lands before the close of the fiscal year 1901, and for the carrying on all other work of the commission to the fullest practicable extent.

While the commission desires to give such time to the various branches of work in hand as shall insure thorough, careful, and complete execution, it respectfully represents that an observance of those principles of business economy which should govern in public affairs demands that sufficient money be appropriated to utilize to its fullest capacity the machinery now installed, and that the anomalous and chaotic conditions which prevail in Indian Territory, with the enormous expense incident to their continuance, be culminated at the earliest possible date and provision made whereby the burden of government shall be borne in a measure by those who are directly benefited thereby.

Respectfully submitted.

HENRY L. DAWES.

TAMS BIXBY.

A. S. MCKENNON.

T. B. NEEDLES.

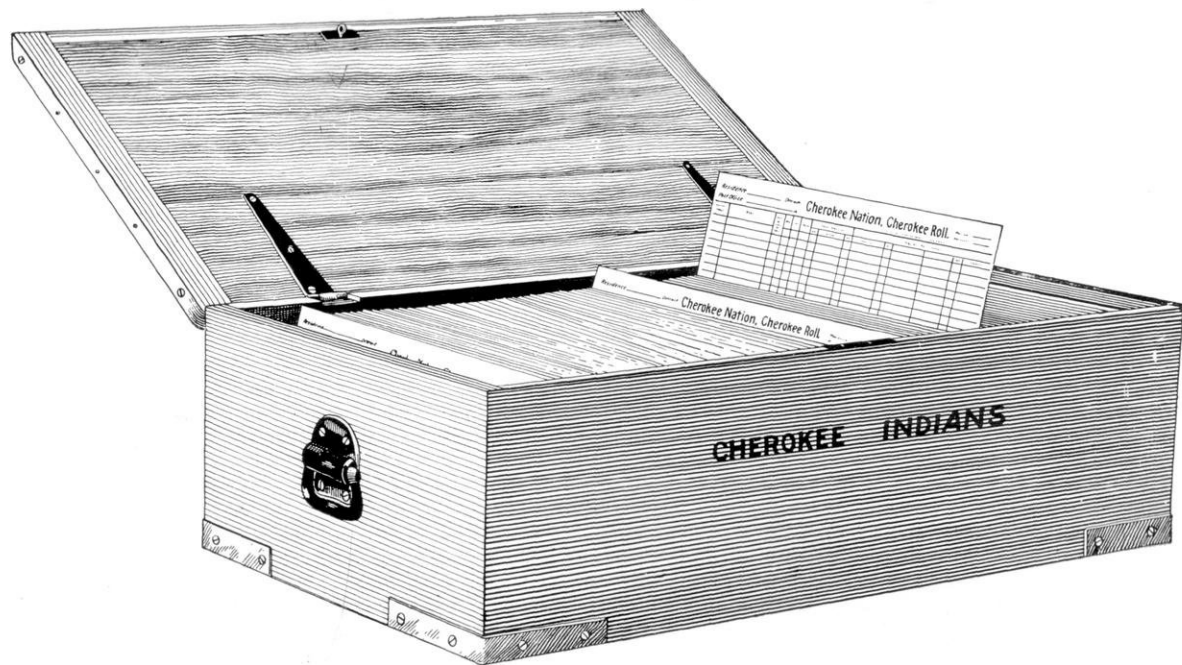


EXHIBIT 4. ENROLLMENT CARD BOX.

APPENDIXES.

APPENDIX NO. 1.

CURTIS ACT.

AN ACT For the protection of the people of the Indian Territory, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in all criminal prosecutions in the Indian Territory against officials for embezzlement, bribery, and embezzlement the word "officer," when the same appears in the criminal laws heretofore extended over and put in force in said Territory, shall include all officers of the several tribes or nations of Indians in said Territory.

SEC. 2. That when in the progress of any civil suit, either in law or equity, pending in the United States court in any district in said Territory, it shall appear to the court that the property of any tribe is in any way affected by the issues being heard, said court is hereby authorized and required to make said tribe a party to said suit by service upon the chief or governor of the tribe, and the suit shall thereafter be conducted and determined as if said tribe had been an original party to said action.

SEC. 3. That said courts are hereby given jurisdiction in their respective districts to try cases against those who may claim to hold as members of a tribe and whose membership is denied by the tribe, but who continue to hold said lands and tenements notwithstanding the objection of the tribe; and if it be found upon trial that the same are held unlawfully against the tribe by those claiming to be members thereof, and the membership and right are disallowed by the commission to the Five Tribes, or the United States court, and the judgment has become final, then said court shall cause the parties charged with unlawfully holding said possessions to be removed from the same and cause the lands and tenements to be restored to the person or persons or nation or tribe of Indians entitled to the possession of the same: *Provided always,* That any person being a noncitizen in possession of lands, holding the possession thereof under an agreement, lease, or improvement contract with either of said nations or tribes, or any citizen thereof, executed prior to January first, eighteen hundred and ninety-eight, may, as to lands not exceeding in amount one hundred and sixty acres, in defense of any action for the possession of said lands show that he is and has been in peaceable possession of such lands, and that he has while in such possession made lasting and valuable improvements thereon, and that he has not enjoyed the possession thereof a sufficient length of time to compensate him for such improvements. Thereupon the court or jury trying said cause shall determine the fair and reasonable value of such improvements and the fair and reasonable rental value of such lands for the time the same shall have been occupied by such person, and if the improvements exceed in value the amount of rents with which such persons should be charged the court, in its judgment, shall specify such time as will, in the opinion of the court, compensate such person for the balance due, and award him possession for such time unless the amount be paid by claimant within such reasonable time as the court shall specify. If the finding be that the amount of rents exceed the value of the improvements, judgment shall be rendered against the defendant for such sum, for which execution may issue.

SEC. 4. That all persons who have heretofore made improvements on lands belonging to any one of the said tribes of Indians, claiming rights of citizenship, whose claims have been decided adversely under the Act of Congress approved June tenth, eighteen hundred and ninety-six, shall have possession thereof until and including December thirty-first, eighteen hundred and ninety-eight; and may, prior to that time, sell or dispose of the same to any member of the tribe owning the land who desires to take the same in his allotment: *Provided,* That this section shall not apply

to improvements which have been appraised and paid for, or payment tendered by the Cherokee Nation under the agreement with the United States approved by Congress March third, eighteen hundred and ninety-three.

SEC. 5. That before any action by any tribe or person shall be commenced under section three of this Act it shall be the duty of the party bringing the same to notify the adverse party to leave the premises for the possession of which the action is about to be brought, which notice shall be served at least thirty days before commencing the action by leaving a written copy with the defendant, or, if he can not be found, by leaving the same at his last known place of residence or business with any person occupying the premises over the age of twelve years, or, if his residence or business address can not be ascertained, by leaving the same with any person over the age of twelve years upon the premises sought to be recovered and described in said notice; and if there be no person with whom said notice can be left, then by posting same on the premises.

SEC. 6. That the summons shall not issue in such action until the chief or governor of the tribe, or person or persons bringing suit in his own behalf, shall have filed a sworn complaint, on behalf of the tribe or himself, with the court, which shall, as near as practicable, describe the premises so detained, and shall set forth a detention without the consent of the person bringing said suit or the tribe, by one whose membership is denied by it: *Provided*, That if the chief or governor refuse or fail to bring suit in behalf of the tribe then any member of the tribe may make complaint and bring said suit.

SEC. 7. That the court in granting a continuance of any case, particularly under section three, may, in its discretion, require the party applying therefor to give an undertaking to the adverse party, with good and sufficient securities, to be approved by the judge of the court, conditioned for the payment of all damages and costs and defraying the rent which may accrue if judgment be rendered against him.

SEC. 8. That when a judgment for restitution shall be entered by the court the clerk shall, at the request of the plaintiff or his attorney, issue a writ of execution thereon, which shall command the proper officer of the court to cause the defendant or defendants to be forthwith removed and ejected from the premises and the plaintiff given complete and undisturbed possession of the same. The writ shall also command the said officer to levy upon the property of the defendant or defendants subject to execution, and also collect therefrom the costs of the action and all accruing costs in the service of the writ. Said writ shall be executed within thirty days.

SEC. 9. That the jurisdiction of the court and municipal authority of the city of Fort Smith for police purposes in the State of Arkansas is hereby extended over all that strip of land in the Indian Territory lying and being situate between the corporate limits of the said city of Fort Smith and the Arkansas and Poteau rivers, and extending up the said Poteau River to the mouth of Mill Creek; and all the laws and ordinances for the preservation of the peace and health of said city, as far as the same are applicable, are hereby put in force therein: *Provided*, That no charge or tax shall ever be made or levied by said city against said land or the tribe or nation to whom it belongs.

SEC. 10. That all actions for restitution of possession of real property under this Act must be commenced by the service of a summons within two years after the passage of this Act, where the wrongful detention or possession began prior to the date of its passage; and all actions which shall be commenced hereafter, based upon wrongful detention or possession committed since the passage of this Act must be commenced within two years after the cause of action accrued. And nothing in this Act shall take away the right to maintain an action for unlawful and forcible entry and detainer given by the Act of Congress passed May second, eighteen hundred and ninety (Twenty-sixth United States Statutes, page ninety-five).

SEC. 11. That when the roll of citizenship of any one of said nations or tribes is fully completed as provided by law, and the survey of the lands of said nation or tribe is also completed, the commission heretofore appointed under Acts of Congress, and known as the "Dawes Commission," shall proceed to allot the exclusive use and occupancy of the surface of all the lands of said nation or tribe susceptible of allotment among the citizens thereof, as shown by said roll, giving to each, so far as possible, his fair and equal share thereof, considering the nature and fertility of the soil, location, and value of same; but all oil, coal, asphalt, and mineral deposits in the lands of any tribe are reserved to such tribe, and no allotment of such lands shall carry the title to such oil, coal, asphalt, or mineral deposits; and all town sites shall also be reserved to the several tribes, and shall be set apart by the commission heretofore mentioned as incapable of allotment. There shall also be reserved from allotment a sufficient amount of lands now occupied by churches, schools, parsonages, charitable institutions, and other public buildings for their present actual and necessary use, and no more, not to exceed five acres for each school and one acre for each church and each parsonage, and for such new schools as may be needed; also sufficient land for burial grounds where necessary. When such allotment of the lands of

any tribe has been by them completed, said commission shall make full report thereof to the Secretary of the Interior for his approval: *Provided*, That nothing herein contained shall in any way affect any vested legal rights which may have been heretofore granted by Act of Congress, nor be so construed as to confer any additional rights upon any parties claiming under any such Act of Congress: *Provided further*, That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home if the holder so desires: *Provided further*, That if the person to whom an allotment shall have been made shall be declared, upon appeal as herein provided for, by any of the courts of the United States in or for the aforesaid Territory, to have been illegally accorded rights of citizenship, and for that or any other reason declared to be not entitled to any allotment, he shall be ousted and ejected from said lands; that all persons known as intruders who have been paid for their improvements under existing laws and have not surrendered possession thereof who may be found under the provisions of this Act to be entitled to citizenship shall, within ninety days thereafter, refund the amount so paid them, with six per centum interest, to the tribe entitled thereto; and upon their failure so to do said amount shall become a lien upon all improvements owned by such person in such Territory, and may be enforced by such tribe; and unless such person makes such restitution no allotments shall be made to him: *Provided further*, That the lands allotted shall be nontransferable until after full title is acquired and shall be liable for no obligations contracted prior thereto by the allottee, and shall be nontaxable while so held: *Provided further*, That all towns and cities heretofore incorporated or incorporated under the provisions of this Act are hereby authorized to secure, by condemnation or otherwise, all the lands actually necessary for public improvements, regardless of tribal lines; and when the same can not be secured otherwise than by condemnation, then the same may be acquired as provided in sections nine hundred and seven and nine hundred and twelve, inclusive, of Mansfield's Digest of the Statutes of Arkansas.

SEC. 12. That when report of allotments of lands of any tribe shall be made to the Secretary of the Interior, as hereinbefore provided, he shall make a record thereof, and when he shall confirm such allotments the allottees shall remain peaceable and undisturbed possession thereof, subject to the provisions of this Act.

SEC. 13. That the Secretary of the Interior is hereby authorized and directed from time to time to provide rules and regulations in regard to the leasing of oil, coal, asphalt, and other minerals in said Territory, and all such leases shall be made by the Secretary of the Interior; and any lease for any such minerals otherwise made shall be absolutely void. No lease shall be made or renewed for a longer period than fifteen years, nor cover the mineral in more than six hundred and forty acres of land, which shall conform as nearly as possible to the surveys. Lessees shall pay on each oil, coal, asphalt, or other mineral claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years, and five hundred dollars, in advance, for each succeeding year thereafter, as advanced royalty on the mine or claim on which they are made. All such payments shall be a credit on royalty when each said mine is developed and operated and its production is in excess of such guaranteed annual advanced payments; and all lessees must pay said annual advanced payments on each claim, whether developed or undeveloped; and should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance shall then become and be the money and property of the tribe. Where any oil, coal, asphalt, or other mineral is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other land and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land, by the lessee or party operating the same, before operations begin: *Provided*, That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal rights, asphalt, or mineral which have been assented to by act of Congress, but all such interest shall continue unimpaired hereby, and shall be assured to such holders or owners by leases from the Secretary of the Interior for the term not exceeding fifteen years, but subject to payment of advance royalties as herein provided, when such leases are not operated, to the rate of royalty on coal mined, and the rules and regulations to be prescribed by the Secretary of the Interior, and preference shall be given to such parties in renewals of such leases: *And provided further*, That when, under the customs and laws heretofore existing and prevailing in the Indian Territory, leases have been made of different groups or parcels of oil, coal, asphalt, or other mineral deposits, and possession has been taken thereunder and improvements made for the development of such oil, coal, asphalt, or other mineral deposits, by lessees or their assigns, which have resulted in the production of oil, coal, asphalt, or other mineral in commercial quantities by such lessees or their assigns, then such

parties in possession shall be given preference in the making of new leases, in compliance with the directions of the Secretary of the Interior; and in making new leases due consideration shall be made for the improvements of such lessees, and in all cases of the leasing or renewal of leases of oil, coal, asphalt, and other mineral deposits preference shall be given to parties in possession who have made improvements. The rate of royalty to be paid by all lessees shall be fixed by the Secretary of the Interior.

SEC. 14. That the inhabitants of any city or town in said Territory having two hundred or more residents therein may proceed, by petition to the United States court in the district in which such city or town is located, to have the same incorporated as provided in chapter twenty-nine of Mansfield's Digest of the Statutes of Arkansas, if not already incorporated thereunder; and the clerk of said court shall record all papers and perform all the acts required of the recorder of the county, or the clerk of the county court, or the secretary of state, necessary for the incorporation of any city or town, as provided in Mansfield's Digest, and such city or town government, when so authorized and organized, shall possess all the powers and exercise all the rights of similar municipalities in said State of Arkansas. All male inhabitants of such cities and towns over the age of twenty-one years, who are citizens of the United States or of either of said tribes, who have resided therein more than six months next before any election held under this Act, shall be qualified voters at such election. That mayors of such cities and towns, in addition to their other powers, shall have the same jurisdiction in all civil and criminal cases arising within the corporate limits of such cities and towns as, and coextensive with, United States commissioners in the Indian Territory, and may charge, collect, and retain the same fees as such commissioners now collect and account for to the United States; and the marshal or other executive officer of such city or town may execute all processes issued in the exercise of the jurisdiction hereby conferred, and charge and collect the same fees for similar services, as are allowed to constables under the laws now in force in said Territory.

All elections shall be conducted under the provisions of chapter fifty-six of said digest, entitled "Elections," so far as the same may be applicable; and all inhabitants of such cities and towns, without regard to race, shall be subject to all laws and ordinances of such city or town governments, and shall have equal rights, privileges, and protection therein. Such city or town governments shall in no case have any authority to impose upon or levy any tax against any lands in said cities or towns until after title is secured from the tribe; but all other property, including all improvements on town lots, which for the purposes of this Act shall be deemed and considered personal property, together with all occupations and privileges, shall be subject to taxation. And the councils of such cities and towns, for the support of the same and for school and other public purposes, may provide by ordinance for the assessment, levy, and collection annually of a tax upon such property, not to exceed in the aggregate two per centum of the assessed value thereof, in manner provided in chapter one hundred and twenty-nine of said digest, entitled "Revenue," and for such purposes may also impose a tax upon occupations and privileges.

Such councils may also establish and maintain free schools in such cities and towns, under the provisions of sections sixty-two hundred and fifty-eight to sixty-two hundred and seventy-six, inclusive, of said digest, and may exercise all the powers conferred upon special school districts in cities and towns in the State of Arkansas by the laws of said State when the same are not in conflict with the provisions of this Act.

For the purposes of this section all the laws of said State of Arkansas herein referred to, so far as applicable, are hereby put in force in said Territory; and the United States court therein shall have jurisdiction to enforce the same, and to punish any violation thereof, and the city or town councils shall pass such ordinances as may be necessary for the purpose of making the laws extended over them applicable to them and for carrying the same into effect: *Provided*, That nothing in this Act, or in the laws of the State of Arkansas, shall authorize or permit the sale, or exposure for sale, of any intoxicating liquor in said Territory, or the introduction thereof into said Territory; and it shall be the duty of the district attorneys in said Territory and the officers of such municipalities to prosecute all violators of the laws of the United States relating to the introduction of intoxicating liquors into said Territory, or to their sale, or exposure for sale, therein: *Provided further*, That owners and holders of leases or improvements in any city or town shall be privileged to transfer the same.

SEC. 15. That there shall be a commission in each town for each one of the Chickasaw, Choctaw, Creek, and Cherokee tribes, to consist of one member to be appointed by the executive of the tribe, who shall not be interested in town property, other than his home; one person to be appointed by the Secretary of the Interior, and one member to be selected by the town. And if the executive of the tribe or the town

Department of the Interior,

COMMISSION TO THE FIVE CIVILIZED TRIBES.

IN RE Application for Enrollment, as a citizen of the Choctaw Nation, of Daws Bisby Cummings, born on the 18th day of June, 1899. Name of father: Chas. S. Cummings, a citizen of the Choctaw Nation. Name of mother: Minnie Lee Cummings, a citizen of the Choctaw Nation. Post Office: Lone Grove, I. T.

AFFIDAVIT OF MOTHER.

UNITED STATES OF AMERICA, INDIAN TERRITORY, Southern District.

I, Minnie Lee Cummings, on oath, state that I am 23 years of age and a citizen, by blood, of the Choctaw Nation; that I am the lawful wife of Chas. S. Cummings who is a citizen, by marriage, of the Choctaw Nation; that a male child was born to me on the 18th day of June, 1899; that said child has been named Daws Bisby Cummings and is now living.

Minnie Lee Cummings
Subscribed and sworn to before me this 10th day of July, 1899.
A. Heglin
Notary Public.

AFFIDAVIT OF ATTENDING PHYSICIAN, OR MIDWIFE.

UNITED STATES OF AMERICA, INDIAN TERRITORY, Southern District.

I, W. M. Harper M. D., a _____, on oath, state that I attended on Mrs. Minnie Lee Cummings, wife of C. S. Cummings on the 18th day of June, 1899; that there was born to her on said date a male child; that said child is now living and is said to have been named Daws Bisby Cummings.

W. M. Harper, M. D.
Subscribed and sworn to before me this 10th day of July, 1899.
A. Heglin
Notary Public.



fail to select members as aforesaid, they may be selected and appointed by the Secretary of the Interior.

Said commissions shall cause to be surveyed and laid out town sites where towns with a present population of two hundred or more are located, conforming to the existing survey so far as may be, with proper and necessary streets, alleys, and public grounds, including parks and cemeteries, giving to each town such territory as may be required for its present needs and reasonable prospective growth; and shall prepare correct plats thereof, and file one with the Secretary of the Interior, one with the clerk of the United States court, one with the authorities of the tribe, and one with the town authorities. And all town lots shall be appraised by said commission at their true value, excluding improvements; and separate appraisements shall be made of all improvements thereon; and no such appraisement shall be effective until approved by the Secretary of the Interior, and in case of disagreement by the members of such commission as to the value of any lot, said Secretary may fix the value thereof.

The owner of the improvements upon any town lot, other than fencing, tillage, or temporary buildings, may deposit in the United States Treasury, Saint Louis, Missouri, one-half of such appraised value; ten per centum within two months and fifteen per centum more within six months after notice of appraisal, and the remainder in three equal annual installments thereafter, depositing with the Secretary of the Interior one receipt for each payment, and one with the authorities of the tribe, and such deposit shall be deemed a tender to the tribe of the purchase money for such lot.

If the owner of such improvements on any lot fails to make deposit of the purchase money as aforesaid, then such lot may be sold in the manner herein provided for the sale of unimproved lots; and when the purchaser thereof has complied with the requirements herein for the purchase of improved lots he may, by petition, apply to the United States court within whose jurisdiction the town is located for condemnation and appraisal of such improvements, and petitioner shall, after judgment, deposit the value so fixed with the clerk of the court; and thereupon the defendant shall be required to accept same in full payment for his improvements or remove same from the lot within such time as may be fixed by the court.

All town lots not improved as aforesaid shall belong to the tribe, and shall be in like manner appraised, and, after approval by the Secretary of the Interior, and due notice, sold to the highest bidder at public auction by said commission, but not for less than their appraised value, unless ordered by the Secretary of the Interior; and purchasers may in like manner make deposits of the purchase money with like effect, as in case of improved lots.

The inhabitants of any town may, within one year after the completion of the survey thereof, make such deposit of ten dollars per acre for parks, cemeteries, and other public grounds laid out by said commission with like effect as for improved lots; and such parks and public grounds shall not be used for any purpose until such deposits are made.

The person authorized by the tribe or tribes may execute or deliver to any such purchaser, without expense to him, a deed conveying to him the title to such lands or town lots; and thereafter the purchase money shall become the property of the tribe; and all such moneys shall, when titles to all the lots in the towns belonging to any tribe have been thus perfected, be paid per capita to the members of the tribe: *Provided, however,* That in those town sites designated and laid out under the provisions of this Act where coal leases are now being operated and coal is being mined there shall be reserved from appraisal and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines and a sufficient amount for all buildings and machinery for mining purposes: *And provided further,* That when the lessees shall cease to operate said mines, then, and in that event, the lots of land so reserved shall be disposed of as provided for in this Act.

SEC. 16. That it shall be unlawful for any person, after the passage of this Act, except as hereinafter provided, to claim, demand, or receive, for his own use or for the use of anyone else, any royalty on oil, coal, asphalt, or other mineral, or on any timber or lumber, or any other kind of property whatsoever, or any rents on any lands or property belonging to any one of said tribes or nations in said Territory, or for anyone to pay to any individual any such royalty or rents or any consideration therefor whatsoever; and all royalties and rents hereafter payable to the tribe shall be paid, under such rules and regulations as may be prescribed by the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe to which they belong: *Provided,* That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children

are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him: *Provided further*, That nothing herein contained shall impair the rights of any member of a tribe to dispose of any timber contained on his, her, or their allotment.

SEC. 17. That it shall be unlawful for any citizen of any one of said tribes to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands or other property belonging to any such nation or tribe than that which would be his approximate share of the lands belonging to such nation or tribe and that of his wife and his minor children as per allotment herein provided; and any person found in such possession of lands or other property in excess of his share and that of his family, as aforesaid, or having the same in any manner inclosed, at the expiration of nine months after the passage of this Act, shall be deemed guilty of a misdemeanor.

SEC. 18. That any person convicted of violating any of the provisions of sections sixteen and seventeen of this Act shall be deemed guilty of a misdemeanor and punished by a fine of not less than one hundred dollars, and shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs), and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. And the United States district attorneys in said Territory are required to see that the provisions of said sections are strictly enforced and they shall at once proceed to dispossess all persons of such excessive holding of lands and to prosecute them for so unlawfully holding the same.

SEC. 19. That no payment of any moneys on any account whatever shall hereafter be made by the United States to any of the tribal governments or to any officer thereof for disbursement, but payments of all sums to members of said tribes shall be made under direction of the Secretary of the Interior by an officer appointed by him; and per capita payments shall be made direct to each individual in lawful money of the United States, and the same shall not be liable to the payment of any previously contracted obligation.

SEC. 20. That the commission hereinbefore named shall have authority to employ, with approval of the Secretary of the Interior, all assistance necessary for the prompt and efficient performance of all duties herein imposed, including competent surveyors to make allotments, and to do any other needed work, and the Secretary of the Interior may detail competent clerks to aid them in the performance of their duties.

SEC. 21. That in making rolls of citizenship of the several tribes, as required by law, the Commission to the Five Civilized Tribes is authorized and directed to take the roll of Cherokee citizens of eighteen hundred and eighty (not including freedmen) as the only roll intended to be confirmed by this and preceding Acts of Congress, and to enroll all persons now living whose names are found on said roll, and all descendants born since the date of said roll to persons whose names are found thereon; and all persons who have been enrolled by the tribal authorities who have heretofore made permanent settlement in the Cherokee Nation whose parents, by reason of their Cherokee blood, have been lawfully admitted to citizenship by the tribal authorities, and who were minors when their parents were so admitted; and they shall investigate the right of all other persons whose names are found on any other rolls and omit all such as may have been placed thereon by fraud or without authority of law, enrolling only such as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to citizenship under Cherokee laws.

It shall make a roll of Cherokee freedmen in strict compliance with the decree of the Court of Claims rendered the third day of February, eighteen hundred and ninety-six.

Said commission is authorized and directed to make correct rolls of the citizens by blood of all the other tribes, eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to Choctaw and Chickasaw citizenship under the treaties and the laws of said tribes.

Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation concluded September twenty-seventh, eighteen hundred and thirty, and to that end may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior.

The roll of Creek freedmen made by J. W. Dunn, under authority of the United States, prior to March fourteenth, eighteen hundred and sixty-seven, is hereby confirmed, and said commission is directed to enroll all persons now living whose names are found on said rolls, and all descendants born since the date of said roll to per-

Exhibit 3. (FRONT.)

RESIDENCE: _____ TOWN: _____

POST OFFICE: Muskogee, Ind. Ter.

Creek Nation. Freedmen Roll.

CARD No. _____

FIELD No. 595

Dawes' Roll No.	NAME.	Relationship to Person first Named.	AGE.	SEX.	TRIBAL ENROLLMENT.			SLAVE OF—	REMARKS.
					Year	Town.	No.		
1	<u>Bruner, Warner</u>		<u>38</u>	<u>M</u>	<u>1890</u>	<u>North Fork</u>	<u>Page 155</u>	<u>Barbara Justinuggy</u>	
2	<u>" Judy</u>	<u>Wife</u>	<u>45</u>	<u>F</u>	<u>1890</u>	<u>Canadian</u>	<u>62</u>	<u>John Barnwell</u>	
3	<u>" Sarah</u>	<u>Daughter</u>	<u>17</u>	<u>"</u>	<u>1890</u>	<u>"</u>	<u>62</u>		
4	<u>" Hackless</u>	<u>Son</u>	<u>14</u>	<u>M</u>	<u>1890</u>	<u>"</u>	<u>62</u>		
5	<u>" Fredman</u>	<u>"</u>	<u>8</u>	<u>"</u>	<u>1895</u>	<u>"</u>	<u>No. 73</u>		
6	<u>" Alf</u>	<u>"</u>	<u>6</u>	<u>"</u>	<u>1895</u>	<u>"</u>	<u>74</u>		
7	<u>" Allie</u>	<u>"</u>	<u>4</u>	<u>"</u>	<u>1895</u>	<u>"</u>	<u>75</u>		
8	<u>" Rella</u>	<u>Daughter</u>	<u>11 mo.</u>	<u>F</u>		<u>"</u>			
9	<u>Henderson, Mary</u>	<u>Step daughter</u>	<u>20</u>	<u>"</u>	<u>1890</u>	<u>"</u>	<u>Page 62</u>		
10	<u>" John</u>	<u>" son</u>	<u>18</u>	<u>M</u>	<u>1890</u>	<u>"</u>	<u>62</u>		
11	<u>" Lucretia</u>	<u>" daughter</u>	<u>16</u>	<u>F</u>	<u>1890</u>	<u>"</u>	<u>62</u>		
12	<u>" Katie</u>	<u>" "</u>	<u>13</u>	<u>"</u>	<u>1890</u>	<u>"</u>	<u>62</u>		
13	<u>Bruner, Pettie</u>	<u>Daughter</u>	<u>13</u>	<u>"</u>	<u>1890</u>	<u>"</u>	<u>62</u>		
14									
15									
16						<u>No 1 on Duman Roll</u>		<u>as Warmie Flame, No. 371</u>	
17						<u>No. 2 " "</u>		<u>" Judy Kernel, No. 1477</u>	
18	<u>Sept. 5th</u>								

Printed numbers in first column refer to individual names on reverse side.

Exhibit 3. (BACK)

	NAME OF FATHER.	FATHER'S TRIBAL ENROLLMENT.			FATHER'S OWNER.	NAME OF MOTHER.	MOTHER'S TRIBAL ENROLLMENT.			MOTHER'S OWNER.
		Year.	Town.	No.			Year.	Town.	No.	
1	Bob Bruner	Dead	Arkansas		Sapulches	Sarah Leonard	(Died during Civil War)			Barchar Tustinuggy
2	John Kernel	"	Dunn Roll	1475	Sukey Kernel	Hagar Kernel	Dead	Dunn Roll	1476	Sukey Kernel
3	No 1	1890	North Fork	Page 155	Barchar Tustinuggy	Lilly Bruner	"	"	1546	"
4	No 1	1890	"	155	"	"	"	"	1546	"
5	No 1	1890	"	155	"	No. 2	1890	Canadian	Page 62	John Barnwell
6	No 1	1890	"	155	"	No. 2	1890	"	62	"
7	No 1	1890	"	155	"	No 2	1890	"	62	"
8	No 1	1890	"	155	"	No 2	1890	"	62	"
9	Henry Henderson		(Non citizen)			No 2	1890	"	62	"
10	"		"			No 2	1890	"	62	"
11	"		"			No 2	1890	"	62	"
12	"		"			No 2	1890	"	62	"
13	No 1	1890	North Fork	Page 155	Barchar Tustinuggy	Lilly Bruner	Dead	Dunn Roll	1546	Sukey Kernel
14										
15										
16										
17										
18										

Lilly Bruner on Dunn Roll as Lilly M. Corbray, No. 1546

sons whose names are found thereon, with such other persons of African descent as may have been rightfully admitted by the lawful authorities of the Creek Nation.

It shall make a correct roll of all Choctaw freedmen entitled to citizenship under the treaties and laws of the Choctaw Nation, and all their descendants born to them since the date of the treaty.

It shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined in such manner as shall be hereafter provided by Congress.

The several tribes may, by agreement, determine the right of persons who for any reason may claim citizenship in two or more tribes, and to allotment of lands and distribution of moneys belonging to each tribe; but if no such agreement be made, then such claimant shall be entitled to such rights in one tribe only, and may elect in which tribe he will take such right; but if he fail or refuse to make such selection in due time, he shall be enrolled in the tribe with whom he has resided, and there be given such allotment and distributions, and not elsewhere.

No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship: *Provided, however,* That nothing contained in this Act shall be so construed as to militate against any rights or privileges which the Mississippi Choctaws may have under the laws of or the treaties with the United States.

Said commission shall make such rolls descriptive of the persons thereon, so that they may be thereby identified, and it is authorized to take a census of each of said tribes, or to adopt any other means by them deemed necessary to enable them to make such rolls. They shall have access to all rolls and records of the several tribes, and the United States court in Indian Territory shall have jurisdiction to compel the officers of the tribal governments and custodians of such rolls and records to deliver same to said commission, and on their refusal or failure to do so to punish them as for contempt; as also to require all citizens of said tribes, and persons who should be so enrolled, to appear before said commission for enrollment, at such times and places as may be fixed by said commission, and to enforce obedience of all others concerned, so far as the same may be necessary, to enable said commission to make rolls as herein required, and to punish anyone who may in any manner or by any means obstruct said work.

The rolls so made, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon, with their descendants thereafter born to them, with such persons as may intermarry according to tribal laws, shall alone constitute the several tribes which they represent.

The members of said commission shall, in performing all duties required of them by law, have authority to administer oaths, examine witnesses, and send for persons and papers; and any person who shall willfully and knowingly make any false affidavit or oath to any material fact or matter before any member of said commission, or before any other officer authorized to administer oaths, to any affidavit or other paper to be filed or oath taken before said commission, shall be deemed guilty of perjury, and on conviction thereof shall be punished as for such offense.

SEC. 22. That where members of one tribe, under intercourse laws, usages, or customs, have made homes within the limits and on the lands of another tribe they may retain and take allotment, embracing same under such agreement as may be made between such tribes respecting such settlers; but if no such agreement be made the improvements so made shall be appraised, and the value thereof, including all damages incurred by such settler incident to enforced removal, shall be paid to him immediately upon removal, out of any funds belonging to the tribe, or such settler, if he so desire, may make private sale of his improvements to any citizen of the tribe owning the lands: *Provided,* That he shall not be paid for improvements made on lands in excess of that to which he, his wife, and minor children are entitled to under this Act.

SEC. 23. That all leases of agricultural or grazing land belonging to any tribe made after the first day of January, eighteen hundred and ninety-eight, by the tribe or any member thereof shall be absolutely void, and all such grazing leases made prior to said date shall terminate on the first day of April, eighteen hundred and ninety-nine, and all such agricultural leases shall terminate on January first, nineteen hundred; but this shall not prevent individuals from leasing their allotments when made to them as provided in this Act, nor from occupying or renting their proportionate shares of the tribal lands until the allotments herein provided for are made.

SEC. 24. That all moneys paid into the United States Treasury at Saint Louis, Missouri, under provisions of this Act shall be placed to the credit of the tribe to which they belong; and the assistant United States treasurer shall give triplicate receipts therefor to the depositor.

SEC. 25. That before any allotment shall be made of lands in the Cherokee Nation, there shall be segregated therefrom by the commission heretofore mentioned, in separate allotments or otherwise, the one hundred and fifty-seven thousand six hundred acres purchased by the Delaware tribe of Indians from the Cherokee Nation under agreement of April eighth, eighteen hundred and sixty-seven, subject to the judicial determination of the rights of said descendants and the Cherokee Nation under said agreement. That the Delaware Indians residing in the Cherokee Nation are hereby authorized and empowered to bring suit in the Court of Claims of the United States, within sixty days after the passage of this Act, against the Cherokee Nation, for the purpose of determining the rights of said Delaware Indians in and to the lands and funds of said nation under their contract and agreement with the Cherokee Nation dated April eighth, eighteen hundred and sixty-seven; or the Cherokee Nation may bring a like suit against said Delaware Indians; and jurisdiction is conferred on said court to adjudicate and fully determine the same, with right of appeal to either party to the Supreme Court of the United States.

SEC. 26. That on and after the passage of this Act the laws of the various tribes or nations of Indians shall not be enforced at law or in equity by the courts of the United States in the Indian Territory.

SEC. 27. That the Secretary of the Interior is authorized to locate one Indian inspector in Indian Territory, who may, under his authority and direction, perform any duties required of the Secretary of the Interior by law, relating to affairs therein.

SEC. 28. That on the first day of July, eighteen hundred and ninety-eight, all tribal courts in Indian Territory shall be abolished, and no officer of said courts shall thereafter have any authority whatever to do or perform any act theretofore authorized by any law in connection with said courts, or to receive any pay for same; and all civil and criminal causes then pending in any such court shall be transferred to the United States court in said Territory by filing with the clerk of the court the original papers in the suit: *Provided*, That this section shall not be in force as to the Chickasaw, Choctaw, and Creek tribes or nations until the first day of October, eighteen hundred and ninety-eight.

SEC. 29. That the agreement made by the Commission to the Five Civilized Tribes with commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-third day of April, eighteen hundred and ninety-seven, as herein amended, is hereby ratified and confirmed, and the same shall be of full force and effect if ratified before the first day of December, eighteen hundred and ninety-eight, by a majority of the whole number of votes cast by the members of said tribes at an election held for that purpose; and the executives of said tribes are hereby authorized and directed to make public proclamation that said agreement shall be voted on at the next general election, or at any special election to be called by such executives for the purpose of voting on said agreement; and at the election held for such purpose all male members of each of said tribes qualified to vote under his tribal laws shall have the right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not: *Provided*, That no person whose right to citizenship in either of said tribes or nations is now contested in original or appellate proceedings before any United States court shall be permitted to vote at said election: *Provided further*, That the votes cast in both said tribes or nations shall be forthwith returned duly certified by the precinct officers to the national secretaries of said tribes or nations, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and national secretary of the Choctaw Nation, the governor and national secretary of the Chickasaw Nation, and a member of the Commission to the Five Civilized Tribes, to be designated by the chairman of said commission; and said board shall meet without delay at Atoka, in the Indian Territory, and canvass and count said votes and make proclamation of the result; and if said agreement as amended be so ratified, the provisions of this Act shall then only apply to said tribes where the same do not conflict with the provisions of said agreement; but the provisions of said agreement, if so ratified, shall not in any manner affect the provisions of section fourteen of this Act, which said amended agreement is as follows:

This agreement, by and between the Government of the United States, of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Frank C. Armstrong, Archibald S. McKennon, Thomas B. Cabaniss, and Alexander B. Montgomery, duly appointed and authorized thereunto, and the governments of the Choctaw and Chickasaw tribes or nations of Indians in the Indian Territory, respectively, of the second part, entered into in behalf of such Choctaw and Chickasaw governments, duly appointed and authorized thereunto, viz: Green McCurtain, J. S. Standley, N. B. Ainsworth, Ben Hampton, Wesley Anderson, Amos Henry, D. C. Garland, and A. S. Williams, in behalf of the Choctaw Tribe or Nation, and K. M. Harris, I. O. Lewis, Holmes Colbert, P. S. Mosely, M. V. Cheadle, R. L. Murray, William Perry, A. H. Colbert, and R. L. Boyd, in behalf of the Chickasaw Tribe or Nation.

ALLOTMENT OF LANDS.

Witnesseth, That in consideration of the mutual undertakings, herein contained, it is agreed as follows:

That all the lands within the Indian Territory belonging to the Choctaw and Chickasaw Indians shall be allotted to the members of said tribes so as to give to each member of these tribes so far as possible a fair and equal share thereof, considering the character and fertility of the soil and the location and value of the lands.

That all the lands set apart for town sites, and the strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up said river to the mouth of Mill Creek; and six hundred and forty acres each, to include the buildings now occupied by the Jones Academy, Tushkahoma Female Seminary, Wheelock Orphan Seminary, and Armstrong Orphan Academy, and ten acres for the capitol building of the Choctaw Nation; one hundred and sixty acres each, immediately contiguous to and including the buildings known as Bloomfield Academy, Lebanon Orphan Home, Harley Institute, Rock Academy, and Collins Institute, and five acres for the capitol building in the Chickasaw Nation, and the use of one acre of land for each church house now erected outside of the towns, and eighty acres of land each for J. S. Murrow, H. R. Schermerhorn, and the widow of R. S. Bell, who have been laboring as missionaries in the Choctaw and Chickasaw nations since the year eighteen hundred and sixty-six, with the same conditions and limitations as apply to lands allotted to the members of the Choctaw and Chickasaw nations, and to be located on lands not occupied by a Choctaw or a Chickasaw, and a reasonable amount of land, to be determined by the town-site commission, to include all court-houses and jails and other public buildings not hereinbefore provided for, shall be exempted from division. And all coal and asphalt in or under the lands allotted and reserved from allotment shall be reserved for the sole use of the members of the Choctaw and Chickasaw tribes, exclusive of freedmen: *Provided*, That where any coal or asphalt is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other lands and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land by the lessee or party operating the same, before operations begin. That in order to such equal division, the lands of the Choctaws and Chickasaws shall be graded and appraised so as to give to each member, so far as possible, an equal value of the land: *Provided further*, That the Commission to the Five Civilized Tribes shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined, in such manner as shall hereafter be provided by act of Congress.

That the lands allotted to the Choctaw and Chickasaw freedmen are to be deducted from the portion to be allotted under this agreement to the members of the Choctaw and Chickasaw tribe so as to reduce the allotment to the Choctaws and Chickasaws by the value of the same.

That the said Choctaw and Chickasaw freedmen who may be entitled to allotments of forty acres each shall be entitled each to land equal in value to forty acres of the average land of the two nations.

That in the appraisement of the lands to be allotted the Choctaw and Chickasaw tribes shall each have a representative, to be appointed by their respective executives, to cooperate with the commission to the Five Civilized Tribes, or any one making appraisements under the direction of the Secretary of the Interior in grading and appraising the lands preparatory to allotment. And the land shall be valued in the appraisement as if in its original condition, excluding the improvements thereon.

That the appraisement and allotment shall be made under the direction of the Secretary of the Interior, and shall begin as soon as the progress of the surveys, now being made by the United States Government, will admit.

That each member of the Choctaw and Chickasaw tribes, including Choctaw and Chickasaw freedmen, shall, where it is possible, have the right to take his allotment on land, the improvements on which belong to him, and such improvements shall not be estimated in the value of his allotment. In the case of minor children, allotments shall be selected for them by their father, mother, guardian, or the administrator having charge of their estate, preference being given in the order named, and shall not be sold during his minority. Allotments shall be selected for prisoners, convicts, and incompetents by some suitable person akin to them, and due care taken that all persons entitled thereto have allotments made to them.

All the lands allotted shall be nontaxable while the title remains in the original allottee, but not to exceed twenty-one years from date of patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of patent. This provision shall also apply to the Choctaw and Chickasaw freedman to the extent of his allotment. Selections for homesteads for minors to be made as provided herein in case of allotment, and the remainder of the lands allotted to said members shall be alienable for a price to be actually paid, and to include no former indebtedness or obligation—one-fourth of said remainder in one year, one-fourth in three years, and the balance of said alienable lands in five years from the date of the patent.

That all contracts looking to the sale or incumbrance in any way of the land of an allottee, except the sale hereinbefore provided, shall be null and void. No allottee shall lease his allotment, or any portion thereof, for a longer period than five years, and then without the privilege of renewal. Every lease which is not evidenced by writing, setting out specifically the terms thereof, or which is not recorded in the clerk's office of the United States court for the district in which the land is located, within three months after the date of its execution, shall be void, and the purchaser or lessee shall acquire no rights whatever by an entry or holding thereunder. And no such lease or any sale shall be valid as against the allottee unless providing to him a reasonable compensation for the lands sold or leased.

That all controversies arising between the members of said tribes as to their right to have certain lands allotted to them shall be settled by the commission making the allotments.

That the United States shall put each allottee in possession of his allotment and remove all persons therefrom objectionable to the allottee.

That the United States shall survey and definitely mark and locate the ninety-eighth (98th) meridian of west longitude between Red and Canadian rivers before allotment of the lands herein provided for shall begin.

MEMBERS' TITLES TO LANDS.

That as soon as practicable, after the completion of said allotments, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall jointly execute, under their hands and the seals of the respective nations, and deliver to each of the said allottees patents conveying to him all the right, title, and interest of the Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement, excepting all coal and asphalt in or under said land. Said patents shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except the land embraced in said patents, except also his interest in the proceeds of all lands, coal, and asphalt herein excepted from allotment.

That the United States shall provide by law for proper records of land titles in the territory occupied by the Choctaw and Chickasaw tribes.

RAILROADS.

The rights of way for railroads through the Choctaw and Chickasaw nations to be surveyed and set apart and platted to conform to the respective acts of Congress granting the same in cases where said rights of way are defined by such acts of Congress, but in cases where the acts of Congress do not define the same then Congress is memorialized to definitely fix the width of said rights of way for station grounds and between stations, so that railroads now constructed through said nations shall have, as near as possible, uniform rights of way; and Congress is also requested to fix uniform rates of fare and freight for all railroads through the Choctaw and Chickasaw nations; branch railroads now constructed and not built according to acts of Congress to pay the same rates for rights of way and station grounds as main lines.

TOWN SITES.

It is further agreed that there shall be appointed a commission for each of the two nations. Each commission shall consist of one member, to be appointed by the executive of the tribe for which said commission is to act, who shall not be interested in town property other than his home, and one to be appointed by the President of the United States. Each of said commissions shall lay out town sites, to be restricted as far as possible to their present limits, where towns are now located in

the nation for which said commission is appointed. Said commission shall have prepared correct and proper plats of each town, and file one in the clerk's office of the United States district court for the district in which the town is located, and one with the principal chief or governor of the nation in which the town is located, and one with the Secretary of the Interior, be approved by him before the same shall take effect. When said towns are so laid out, each lot on which permanent, substantial, and valuable improvements, other than fences, tillage, and temporary houses, have been made, shall be valued by the commission provided for the nation in which the town is located at the price a fee-simple title to the same would bring in the market at the time the valuation is made, but not to include in such value the improvements thereon. The owner of the improvements on each lot shall have the right to buy one residence and one business lot at fifty per centum of the appraised value of such improved property, and the remainder of such improved property at sixty-two and one-half per centum of the said market value within sixty days from date of notice served on him that such lot is for sale, and if he purchases the same he shall, within ten days from his purchase, pay into the Treasury of the United States one-fourth of the purchase price, and the balance in three equal annual installments, and when the entire sum is paid shall be entitled to a patent for the same. In case the two members of the commission fail to agree as to the market value of any lot, or the limit or extent of said town, either of said commissioners may report any such disagreement to the judge of the district in which such town is located, who shall appoint a third member to act with said commission, who is not interested in town lots, who shall act with them to determine said value.

If such owner of the improvements on any lot fails within sixty days to purchase and make the first payment on same, such lot, with the improvements thereon, shall be sold at public auction to the highest bidder, under the direction of the aforesaid commission, and the purchaser at such sale shall pay to the owner of the improvements the price for which said lot shall be sold, less sixty-two and one-half per cent of said appraised value of the lot, and shall pay the sixty-two and one-half per cent of said appraised value into United States Treasury, under regulations to be established by the Secretary of the Interior, in four installments, as hereinbefore provided. The commission shall have the right to reject any bid on such lot which they consider below its value.

All lots not so appraised shall be sold from time to time at public auction (after proper advertisement) by the commission for the nation in which the town is located, as may seem for the best interest of the nations and the proper development of each town, the purchase price to be paid in four installments as hereinbefore provided for improved lots. The commission shall have the right to reject any bid for such lots which they consider below its value.

All the payments herein provided for shall be made under the direction of the Secretary of the Interior into the United States Treasury, a failure of sixty days to make any one payment to be a forfeiture of all payments made and all rights under the contract: *Provided*, That the purchaser of any lot shall have the option of paying the entire price of the lot before the same is due.

No tax shall be assessed by any town government against any town lot unsold by the commission, and no tax levied against a lot sold, as herein provided, shall constitute a lien on same till the purchase price thereof has been fully paid to the nation.

The money paid into the United States Treasury for the sale of all town lots shall be for the benefit of the members of the Choctaw and Chickasaw tribes (freedmen excepted), and at the end of one year from the ratification of this agreement, and at the end of each year thereafter, the funds so accumulated shall be divided and paid to the Choctaws and Chickasaws (freedmen excepted), each member of the two tribes to receive an equal portion thereof.

That no law or ordinance shall be passed by any town which interferes with the enforcement of or is in conflict with the laws of the United States in force in said Territory, and all persons in such towns shall be subject to said laws, and the United States agrees to maintain strict laws in the territory of the Choctaw and Chickasaw tribes against the introduction, sale, barter, or giving away of liquors and intoxicants of any kind or quality.

That said commission shall be authorized to locate, within a suitable distance from each town site, not to exceed five acres to be used as a cemetery, and when any town has paid into the United States Treasury, to be part of the fund arising from the sale of town lots, ten dollars per acre therefor, such town shall be entitled to a patent for the same as herein provided for titles to allottees, and shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds derived from such sales to be applied by the town government to the proper improvement and care of said cemetery.

That no charge or claim shall be made against the Choctaw or Chickasaw tribes by the United States for the expenses of surveying and platting the lands and town

sites, or for grading, appraising, and allotting the lands, or for appraising and disposing of the town lots as herein provided.

That the land adjacent to Fort Smith and lands for court-houses, jails, and other public purposes, excepted from allotment shall be disposed of in the same manner and for the same purposes as provided for town lots herein, but not till the Choctaw and Chickasaw councils shall direct such disposition to be made thereof, and said land adjacent thereto shall be placed under the jurisdiction of the city of Fort Smith, Arkansas, for police purposes.

There shall be set apart and exempted from appraisement and sale in the towns, lots upon which churches and parsonages are now built and occupied, not to exceed fifty feet front and one hundred feet deep for each church or parsonage: *Provided*, That such lots shall only be used for churches and parsonages, and when they cease to be used shall revert to the members of the tribes to be disposed of as other town lots: *Provided further*, That these lots may be sold by the churches for which they are set apart if the purchase money therefor is invested in other lot or lots in the same town, to be used for the same purpose and with the same conditions and limitations.

It is agreed that all the coal and asphalt within the limits of the Choctaw and Chickasaw nations shall remain and be the common property of the members of the Choctaw and Chickasaw tribes (freedmen excepted), so that each and every member shall have an equal and undivided interest in the whole; and no patent provided for in this agreement shall convey any title thereto. The revenues from coal and asphalt, or so much as shall be necessary, shall be used for the education of the children of Indian blood of the members of said tribes. Such coal and asphalt mines as are now in operation, and all others which may hereafter be leased and operated, shall be under the supervision and control of two trustees, who shall be appointed by the President of the United States, one on the recommendation of the Principal Chief of the Choctaw Nation, who shall be a Choctaw by blood, whose term shall be for four years, and one on the recommendation of the Governor of the Chickasaw Nation, who shall be a Chickasaw by blood, whose term shall be for two years; after which the term of appointees shall be four years. Said trustees, or either of them, may, at any time, be removed by the President of the United States for good cause shown. They shall each give bond for the faithful performance of their duties, under such rules as may be prescribed by the Secretary of the Interior. Their salaries shall be fixed and paid by their respective nations, each of whom shall make full report of all his acts to the Secretary of the Interior quarterly. All such acts shall be subject to the approval of said Secretary.

All coal and asphalt mines in the two nations, whether now developed, or to be hereafter developed, shall be operated, and the royalties therefrom paid into the Treasury of the United States, and shall be drawn therefrom under such rules and regulations as shall be prescribed by the Secretary of the Interior.

All contracts made by the National Agents of the Choctaw and Chickasaw Nations for operating coal and asphalt, with any person or corporation, which were, on April twenty-third, eighteen hundred and ninety-seven, being operated in good faith are hereby ratified and confirmed, and the lessee shall have the right to renew the same when they expire, subject to all the provisions of this Act.

All agreements heretofore made by any person or corporation with any member or members of the Choctaw or Chickasaw nations, the object of which was to obtain such member or members' permission to operate coal or asphalt, are hereby declared void: *Provided*, That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal rights, asphalt, or mineral which have been assented to by act of Congress, but all such interests shall continue unimpaired hereby and shall be assured by new leases from such trustees of coal or asphalt claims described therein, by application to the trustees within six months after the ratification of this agreement, subject, however, to payment of advance royalties herein provided for.

All leases under this agreement shall include the coal or asphaltum, or other mineral, as the case may be, in or under nine hundred and sixty acres, which shall be in a square as nearly as possible, and shall be for thirty years. The royalty on coal shall be fifteen cents per ton of two thousand pounds on all coal mined, payable on the 25th day of the month next succeeding that in which it is mined. Royalty on asphalt shall be sixty cents per ton, payable same as coal: *Provided*, That the Secretary of the Interior may reduce or advance royalties on coal and asphalt when he deems it for the best interests of the Choctaws and Chickasaws to do so. No royalties shall be paid except into the United States Treasury as herein provided.

All lessees shall pay on each coal or asphalt claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years; and five hundred dollars for each succeeding year thereafter. All such payments shall be treated as advanced royalty on the mine or claim on which they are made, and shall be a credit as royalty when each said mine is developed and operated, and its production is in excess of

such guaranteed annual advance payments, and all persons having coal leases must pay said annual advanced payments on each claim whether developed or undeveloped: *Provided, however,* That should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance thereon shall then become and be the money and property of the Choctaw and Chickasaw nations.

In surface, the use of which is reserved to present coal operators, shall be included such lots in towns as are occupied by lessees' houses—either occupied by said lessees' employees, or as offices or warehouses: *Provided, however,* That in those town sites designated and laid out under the provision of this agreement where coal leases are now being operated and coal is being mined, there shall be reserved from appraisal and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the town-site board of appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines, and a sufficient amount for all buildings and machinery for mining purposes: *And provided further,* That when the lessees shall cease to operate said mines, then and in that event the lots of land so reserved shall be disposed of by the coal trustees for the benefit of the Choctaw and Chickasaw tribes.

That whenever the members of the Choctaw and Chickasaw tribes shall be required to pay taxes for the support of schools, then the fund arising from such royalties shall be disposed of for the equal benefit of their members (freedmen excepted) in such manner as the tribes may direct.

It is further agreed that the United States courts now existing, or that may hereafter be created, in the Indian Territory shall have exclusive jurisdiction of all controversies growing out of the titles, ownership, occupation, possession, or use of real estate, coal, and asphalt in the territory occupied by the Choctaw and Chickasaw tribes; and of all persons charged with homicide, embezzlement, bribery, and embracery, breaches, or disturbances of the peace, and carrying weapons, hereafter committed in the territory of said tribes, without reference to race or citizenship of the person or persons charged with such crime; and any citizen or officer of the Choctaw or Chickasaw nations charged with such crime shall be tried, and, if convicted, punished as though he were a citizen or officer of the United States.

And sections sixteen hundred and thirty-six to sixteen hundred and forty-four, inclusive, entitled "Embezzlement," and sections seventeen hundred and eleven to seventeen hundred and eighteen, inclusive, entitled "Bribery and Embracery," of Mansfield's Digest of the laws of Arkansas, are hereby extended over and put in force in the Choctaw and Chickasaw nations; and the word "officer," where the same appears in said laws, shall include all officers of the Choctaw and Chickasaw governments; and the fifteenth section of the Act of Congress, entitled "An Act to establish United States courts in the Indian Territory, and for other purposes," approved March first, eighteen hundred and eighty-nine, limiting jurors to citizens of the United States, shall be held not to apply to United States courts in the Indian Territory held within the limits of the Choctaw and Chickasaw nations; and all members of the Choctaw and Chickasaw tribes, otherwise qualified, shall be competent jurors in said courts: *Provided,* That whenever a member of the Choctaw and Chickasaw nations is indicted for homicide, he may, within thirty days after such indictment and his arrest thereon, and before the same is reached for trial, file with the clerk of the court in which he is indicted, his affidavit that he can not get a fair trial in said court; and it thereupon shall be the duty of the judge of said court to order a change of venue in such case to the United States district court for the western district of Arkansas, at Fort Smith, Arkansas, or to the United States district court for the eastern district of Texas, at Paris, Texas, always selecting the court that in his judgment is nearest or most convenient to the place where the crime charged in the indictment is supposed to have been committed, which courts shall have jurisdiction to try the case; and in all said civil suits said courts shall have full equity powers; and whenever it shall appear to said court, at any stage in the hearing of any case, that the tribe is in any way interested in the subject-matter in controversy, it shall have power to summon in said tribe and make the same a party to the suit and proceed therein in all respects as if such tribe were an original party thereto; but in no case shall suit be instituted against the tribal government without its consent.

It is further agreed that no act, ordinance, or resolution of the council of either the Choctaw or Chickasaw tribes, in any manner affecting the land of the tribe, or of the individuals, after allotment, or the moneys or other property of the tribe or citizens thereof (except appropriations for the regular and necessary expenses of the government of the respective tribes), or the rights of any persons to employ any kind of labor, or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the

President of the United States. When such acts, ordinances, or resolutions passed by the council of either of said tribes shall be approved by the governor thereof, then it shall be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

It is further agreed, in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for the period of eight years from the fourth day of March, eighteen hundred and ninety-eight. This stipulation is made in the belief that the tribal governments so modified will prove so satisfactory that there will be no need or desire for further change till the lands now occupied by the Five Civilized Tribes shall, in the opinion of Congress, be prepared for admission as a State to the Union. But this provision shall not be construed to be in any respect an abdication by Congress of power at any time to make needful rules and regulations respecting said tribes.

That all per capita payments hereafter made to the members of the Choctaw or Chickasaw nations shall be paid directly to each individual member by a bonded officer of the United States, under the direction of the Secretary of the Interior, which officer shall be required to give strict account of such disbursements to said Secretary.

That the following sum be, and is hereby, appropriated, out of any money in the Treasury not otherwise appropriated, for fulfilling treaty stipulations with the Chickasaw Nation of Indians, namely:

For arrears of interest, at five per centum per annum, from December thirty-first, eighteen hundred and forty, to June thirtieth, eighteen hundred and eighty-nine, on one hundred and eighty-four thousand one hundred and forty-three dollars and nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States prior to December thirty-first, eighteen hundred and forty, and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, and for arrears of interest at five per centum per annum, from March eleventh, eighteen hundred and fifty, to March third, eighteen hundred and ninety, on fifty-six thousand and twenty-one dollars and forty-nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States March eleventh, eighteen hundred and fifty, and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, five hundred and fifty-eight thousand five hundred and twenty-dollars and fifty-four cents, to be placed to the credit of the Chickasaw Nation with the fund to which it properly belongs: *Provided*, That if there be any attorneys' fees to be paid out of same, on contract heretofore made and duly approved by the Secretary of the Interior, the same is authorized to be paid by him.

It is further agreed that the final decision of the courts of the United States in the case of the Choctaw Nation and the Chickasaw Nation against the United States and the Wichita and affiliated bands of Indians, now pending, when made, shall be conclusive as the basis of settlement as between the United States and said Choctaw and Chickasaw nations for the remaining lands in what is known as the "Leased District," namely, the land lying between the ninety-eighth and one hundredth degrees of west longitude and between the Red and Canadian rivers, leased to the United States by the treaty of eighteen hundred and fifty-five, except that portion called the Cheyenne and Arapahoe country, heretofore acquired by the United States, and all final judgments rendered against said nations in any of the courts of the United States in favor of the United States or any citizen thereof shall first be paid out of any sum hereafter found due said Indians for any interest they may have in the so-called leased district.

It is further agreed that all of the funds invested, in lieu of investment, treaty funds, or otherwise, now held by the United States in trust for the Choctaw and Chickasaw tribes, shall be capitalized within one year after the tribal governments shall cease, so far as the same may legally be done, and be appropriated and paid, by some officer of the United States appointed for the purpose, to the Choctaws and Chickasaws (freedmen excepted) per capita, to aid and assist them in improving their homes and lands.

It is further agreed that the Choctaws and Chickasaws, when their tribal governments cease, shall become possessed of all the rights and privileges of citizens of the United States.

ORPHAN LANDS.

It is further agreed that the Choctaw orphan lands in the State of Mississippi, yet unsold, shall be taken by the United States at one dollar and twenty-five cents (\$1.25) per acre, and the proceeds placed to the credit of the Choctaw orphan fund in the Treasury of the United States, the number of acres to be determined by the General Land Office.

In witness whereof the said commissioners do hereunto affix their names, at A toka, Indian Territory, this the twenty-third day of April, eighteen hundred and ninety-seven.

GREEN MCCURTAIN,
Principal Chief.
J. S. STANDLEY,
N. B. AINSWORTH,
BEN HAMPTON,
WESLEY ANDERSON,
AMOS HENRY,
D. C. GARLAND,
Choctaw Commission.

R. M. HARRIS,
Governor.
ISAAC O. LEWIS,
HOLMES COLBERT,
ROBERT L. MURRAY,
WILLIAM PERRY,
R. L. BOYD,
Chickasaw Commission.

FRANK C. ARMSTRONG,
Acting Chairman.
ARCHIBALD S. MCKENNON,
THOMAS B. CABANISS,
ALEXANDER B. MONTGOMERY,
Commission to the Five Civilized Tribes.
H. M. JACOWAY, Jr.,
Secretary, Five Tribes Commission.

SEC. 30. That the agreement made by the Commission to the Five Civilized Tribes with the commission representing the Muscogee (or Creek) tribe of Indians on the twenty-seventh day of September, eighteen hundred and ninety-seven, as herein amended, is hereby ratified and confirmed, and the same shall be of full force and effect if ratified before the first day of December, eighteen hundred and ninety-eight, by a majority of the votes cast by the members of said tribe at an election to be held for that purpose; and the executive of said tribe is authorized and directed to make public proclamation that said agreement shall be voted on at the next general election, to be called by such executive for the purpose of voting on said agreement; and if said agreement as amended be so ratified, the provisions of this Act shall then only apply to said tribe where the same do not conflict with the provisions of said agreement; but the provisions of said agreement, if so ratified, shall not in any manner affect the provisions of section fourteen of this Act, which said amended agreement is as follows:

This agreement, by and between the Government of the United States of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Frank C. Armstrong, Archibald S. McKennon, Alexander B. Montgomery, and Tams Bixby, duly appointed and authorized thereunto, and the government of the Muscogee or Creek Nation in the Indian Territory of the second part, entered into in behalf of such Muscogee or Creek government, by its commission, duly appointed and authorized thereunto, viz, Pleasant Porter, Joseph Mingo, David M. Hodge, George A. Alexander, Roland Brown, William A. Sapulpa, and Conchartie Micco.

Witnesseth, That in consideration of the mutual undertakings herein contained, it is agreed as follows:

GENERAL ALLOTMENT OF LAND.

1. There shall be allotted out of the lands owned by the Muscogee or Creek Indians in the Indian Territory to each citizen of said nation one hundred and sixty acres of land. Each citizen shall have the right, so far as possible, to take his one hundred and sixty acres so as to include the improvements which belong to him, but such improvements shall not be estimated in the value fixed on his allotment, provided any citizen may take any land not already selected by another; but if such land, under actual cultivation, has on it any lawful improvements, he shall pay the owner of said improvements for same, the value to be fixed by the commission appraising the land. In the case of a minor child, allotment shall be selected for him by his father, mother, guardian, or the administrator having charge of his estate, preference being given in the order named, and shall not be sold during his minority. Allotments shall be selected for prisoners, convicts, and incompetents by some suitable person akin to them, and due care shall be taken that all persons entitled thereto shall have allotments made to them.

2. Each allotment shall be appraised at what would be its present value, if unimproved, considering the fertility of the soil and its location, but excluding the improvements, and each allottee shall be charged with the value of his allotment in the future distribution of any funds of the nation arising from any source whatever, so that each member of the nation shall be made equal in the distribution of the lands and moneys belonging to the nation, provided that the minimum valuation to be placed upon any land in the said nation shall be one dollar and twenty-five cents (\$1.25) per acre.

3. In the appraisement of the said allotment, said nation may have a representative to cooperate with a commission, or a United States officer, designated by the President of the United States, to make the appraisement. Appraisements and allotments shall be made under the direction of the Secretary of the Interior, and begin as soon as an authenticated roll of the citizens of the said nation has been made. All citizens of said nation, from and after the passage of this Act, shall be entitled to select from the lands of said nation an amount equal to one hundred and sixty acres, and use and occupy the same until the allotments therein provided are made.

4. All controversies arising between the members of said nation as to their rights to have certain lands allotted to them shall be settled by the commission making allotments.

5. The United States shall put each allottee in unrestricted possession of his allotment and remove therefrom all persons objectionable to the allottee.

6. The excess of lands after allotment is completed, all funds derived from town sites, and all other funds accruing under the provisions of this agreement shall be used for the purpose of equalizing allotments, valued as herein provided, and if the same be found insufficient for such purpose, the deficiency shall be supplied from other funds of the nation upon dissolution of its tribal relations with the United States, in accordance with the purposes and intent of this agreement.

7. The residue of the lands, with the improvements thereon, if any there be, shall be appraised separately, under the direction of the Secretary of the Interior, and said lands and improvements sold in tracts of not to exceed one hundred and sixty acres to one person, to the highest bidder, at public auction, for not less than the appraised value per acre of land; and after deducting the appraised value of the lands, the remainder of the purchase money shall be paid to the owners of the improvement.

8. Patents to all lands sold shall be issued in the same manner as to allottees.

SPECIAL ALLOTMENTS.

9. There shall be allotted and patented one hundred and sixty acres each to Mrs. A. E. W. Robertson and Mrs. H. F. Buckner (nee Grayson) as special recognition of their services as missionaries among the people of the Creek Nation.

10. Harrell Institute, Henry Kendall College, and Nazareth Institute, in Muscogee, and Baptist University, near Muscogee, shall have free of charge, to be allotted and patented to said institutions or to the churches to which they belong, the grounds they now occupy, to be used for school purposes only and not to exceed ten acres each.

RESERVATIONS.

11. The following lands shall be reserved from the general allotment hereinbefore provided:

All lands hereinafter set apart for town sites; all lands which shall be selected for town cemeteries by the town-site commission as hereinafter provided; all lands that may be occupied at the time allotment begins by railroad companies duly authorized by Congress as railroad rights of way; one hundred and sixty acres at Okmulgee, to be laid off as a town, one acre of which, now occupied by the capitol building, being especially reserved for said public building; one acre for each church now located and used for purposes of worship outside of the towns, and sufficient land for burial purposes, where neighborhood burial grounds are now located; one hundred sixty acres each, to include the building sites now occupied, for the following educational institutions: Eufaula High School, Wealaka Mission, New Yaka Mission, Wetumpka Mission, Euchee Institute, Coweta Mission, Creek Orphan Home, Tallahassee Mission (colored), Pecan Creek Mission (colored), and Colored Orphan Home. Also four acres each for the six court-houses now established.

TITLES.

12. As soon as practicable after the completion of said allotments the principal chief of the Muscogee or Creek Nation shall execute under his hand and the seal of said nation, and deliver to each of said allottees, a patent, conveying to him all the right, title, and interest of the said nation in and to the land which shall have been



A CREEK INDIAN HOME.

allotted to him in conformity with the requirements of this agreement. Said patents shall be framed in accordance with the provisions of this agreement and shall embrace the land allotted to such patentee and no other land. The acceptance of his patent by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the land of the said nation in accordance with the provisions of this agreement, and as a relinquishment of all his rights, title, and interest in and to any and all parts thereof, except the land embraced in said patent; except, also, his interest in the proceeds of all lands herein excepted from allotment.

13. The United States shall provide by law for proper record of land titles in the territory occupied by the said nation.

TOWN SITES.

14. There shall be appointed a commission, which shall consist of one member appointed by the executive of the Muscogee or Creek Nation, who shall not be interested in town property other than his home, and one member who shall be appointed by the President of the United States. Said commission shall lay out town sites, to be restricted as far as possible to their present limits, where towns are now located. No town laid out and platted by said commission shall cover more than four square miles of territory.

15. When said towns are laid out, each lot on which substantial and valuable improvements have been made shall be valued by the commission at the price a fee-simple title to the same would bring in the market at the time the valuation is made, but not to include in such value the improvements thereon.

16. In appraising the value of town lots, the number of inhabitants, the location and surrounding advantages of the town shall be considered.

17. The owner of the improvements on any lot shall have the right to buy the same at fifty per centum of the value within sixty days from the date of notice served on him that such lot is for sale, and if he purchase the same he shall, within ten days from his purchase, pay into the Treasury of the United States one-fourth of the purchase price and the balance in three equal annual payments, and when the entire sum is paid he shall be entitled to a patent for the same, to be made as herein provided for patents to allottees.

18. In any case where the two members of the commission fail to agree as to the value of any lot they shall select a third person, who shall be a citizen of said nation and who is not interested in town lots, who shall act with them to determine said value.

19. If the owner of the improvements on any lot fail within sixty days to purchase and make the first payment on the same, such lot, with the improvements thereon (said lot and the improvements thereon having been theretofore properly appraised), shall be sold at public auction to the highest bidder, under the direction of said commission, at a price not less than the value of the lot and improvements, and the purchaser at such sale shall pay to the owner of the improvements the price for which said lot and the improvements thereon shall be sold, less fifty per centum of the said appraised value of the lot, and shall pay fifty per centum of said appraised value of the lot into the United States Treasury, under regulations to be established by the Secretary of the Interior, in four installments, as hereinbefore provided. Said commission shall have the right to reject a bid on any lot and the improvements thereon which it may consider below the real value.

20. All lots not having improvements thereon and not so appraised shall be sold by the commission from time to time at public auction, after proper advertisement, as may seem for the best interest of the said nation and the proper development of each town, the purchase price to be paid in four installments, as hereinbefore provided for improved lots.

21. All citizens or persons who have purchased the right of occupancy from parties in legal possession prior to the date of signing this agreement, holding lots or tracts of ground in towns, shall have the first right to purchase said lots or tracts upon the same terms and conditions as is provided for improved lots, provided said lots or tracts shall have been theretofore properly appraised, as hereinbefore provided for improved lots.

22. Said commission shall have the right to reject any bid for such lots or tracts which is considered by said commission below the fair value of the same.

23. Failure to make any one of the payments as heretofore provided for a period of sixty days shall work a forfeiture of all payments made and all rights under the contract; provided that the purchaser of any lot may pay full price before the same is due.

24. No tax shall be assessed by any town government against any town lot unsold by the commission, and no tax levied against a lot sold as herein provided shall constitute a lien on the same until the purchase price thereof has been fully paid.

25. No law or ordinance shall be passed by any town which interferes with the enforcement of or is in conflict with the constitution or laws of the United States,

or in conflict with this agreement, and all persons in such towns shall be subject to such laws.

26. Said commission shall be authorized to locate a cemetery within a suitable distance from each town site, not to exceed twenty acres; and when any town shall have paid into the United States Treasury for the benefit of the said nation ten dollars per acre therefor, such town shall be entitled to a patent for the same, as herein provided for titles to allottees, and shall dispose of same at reasonable prices in suitable lots for burial purposes; the proceeds derived therefrom to be applied by the town government to the proper improvement and care of said cemetery.

27. No charge or claim shall be made against the Muscogee or Creek Nation by the United States for the expenses of surveying and platting the lands and town site, or for grading, appraising and allotting the land, or for appraising and disposing of the town lots as herein provided.

28. There shall be set apart and exempted from appraisement and sale, in the towns, lots upon which churches and parsonages are now built and occupied, not to exceed fifty feet front and one hundred and fifty feet deep for each church and parsonage. Such lots shall be used only for churches and parsonages, and when they cease to be so used, shall revert to the members of the nation, to be disposed of as other town lots.

29. Said commission shall have prepared correct and proper plats of each town, and file one in the clerk's office of the United States district court for the district in which the town is located, one with the executive of the nation, and one with the Secretary of the Interior, to be approved by him before the same shall take effect.

30. A settlement numbering at least three hundred inhabitants, living within a radius of one-half mile at the time of the signing of this agreement, shall constitute a town within the meaning of this agreement. Congress may by law provide for the government of the said towns.

CLAIMS.

31. All claims, of whatever nature, including the "Loyal Creek Claim" made under article 4 of the treaty of 1866, and the "Self Emigration Claim," under article 12 of the treaty of 1832, which the Muscogee or Creek Nation, or individuals thereof, may have against the United States, or any claim which the United States may have against the said nation, shall be submitted to the Senate of the United States as a board of arbitration; and all such claims against the United States shall be presented within one year from the date hereof, and within two years from the date hereof the Senate of the United States shall make final determination of said claim; and in the event that any moneys are awarded to the Muscogee or Creek Nation, or individuals thereof, by the United States, provision shall be made for the immediate payment of the same by the United States.

JURISDICTION OF COURTS.

32. The United States courts now existing, or that may hereafter be created in the Indian Territory, shall have exclusive jurisdiction of all controversies growing out of the title, ownership, occupation, or use of real estate in the territory occupied by the Muscogee or Creek Nation, and to try all persons charged with homicide, embezzlement, bribery and embracery hereafter committed in the territory of said nation, without reference to race or citizenship of the person or persons charged with any such crime; and any citizen or officer of said nation charged with any such crime shall be tried and, if convicted, punished as though he were a citizen or officer of the United States; and the courts of said nation shall retain all the jurisdiction which they now have, except as herein transferred to the courts of the United States.

ENACTMENTS OF NATIONAL COUNCIL.

33. No act, ordinance, or resolution of the council of the Muscogee or Creek Nation in any manner affecting the land of the nation, or of individuals, after allotment, or the moneys or other property of the nation, or citizens thereof (except appropriations for the regular and necessary expenses of the government of the said nation), or the rights of any person to employ any kind of labor, or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the President of the United States. When such act, ordinance, or resolution passed by the council of said nation shall be approved by the executive thereof, it shall then be the duty of the national secretary of said nation to forward same to the President of the United States, duly certified and sealed, who shall, within thirty days after receipt thereof, approve or disapprove the same, and said act, ordinance, or resolution, when so approved, shall be published in at least two newspapers having a bona fide circulation throughout the territory occupied by said nation, and when disapproved shall be returned to the executive of said nation.

MISCELLANEOUS.

34. Neither the town lots nor the allotment of land of any citizen of the Muscogee or Creek Nation shall be subjected to any debt contracted by him prior to the date of his patent.

35. All payments herein provided for shall be made, under the direction of the Secretary of the Interior, into the United States Treasury, and shall be for the benefit of the citizens of the Muscogee or Creek Nation. All payments hereafter to be made to the members of the said nation shall be paid directly to each individual member by a bonded officer of the United States, under the direction of the Secretary of the Interior, which officer shall be required to give strict account for such disbursements to the Secretary.

36. The United States agrees to maintain strict laws in the territory of said nation against the introduction, sale, barter, or giving away of liquors and intoxicants of any kind or quality.

37. All citizens of said nation, when the tribal government shall cease, shall become possessed of all the rights and privileges of citizens of the United States.

38. This agreement shall in no wise affect the provisions of existing treaties between the Muscogee or Creek Nation and the United States, except in so far as it is inconsistent therewith.

In witness whereof, the said Commissioners do hereunto affix their names at Muscogee, Indian Territory, this the twenty-seventh day of September, eighteen hundred and ninety-seven.

HENRY L. DAWES,
Chairman.

TAMS BIXBY,
Acting Chairman.

FRANK C. ARMSTRONG,
ARCHIBALD S. MCKENNON,
A. B. MONTGOMERY,
Commission to the Five Civilized Tribes.

ALLISON L. AYLESWORTH,
Acting Secretary.

PLEASANT PORTER,
Chairman.

JOSEPH MINGO,
DAVID M. HODGE,
GEORGE A. ALEXANDER,
ROLAND (his x mark) BROWN,
WILLIAM A. SAPULPA,
CONCHARTY (his x mark) MICCO,
Muscogee or Creek Commission.

J. H. LYNCH,
Secretary.

Approved, June 28, 1898.

APPENDIX NO. 2.

CHEROKEE AGREEMENT, JANUARY 14, 1899.

This agreement by and between the Government of the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Cherokee tribe of Indians in Indian Territory, entered into by its commission, Robert B. Ross, Clem V. Rogers, Percy Wyly, Henry C. Lowrey, John E. Gunter, George Sanders, and Wolfe Coon, duly appointed and authorized thereunto,

Witnesseth, that in consideration of the mutual agreements and undertakings herein contained, it is agreed as follows:

GENERAL ALLOTMENT OF LAND.

1. All lands in Indian Territory belonging to the Cherokee tribe of Indians, except such as may be reserved for railroads as provided by treaty, and for townsites, cemeteries, churches, schools, and other public institutions and public buildings, shall be divided among the members of said tribe so as to give to each citizen, as hereinafter provided, an equal share, in value, of all the lands of the tribe.

2. All the lands of the tribe, after making reservations as above, shall be divided into five grades by an allotment committee composed of one member of the Commission to the Five Civilized Tribes, one appointed by the Secretary of the Interior, and one by the principal chief of said tribe; and said grades shall be designated as first, second, third, fourth, and fifth. The first grade shall be valued at five dollars, the second at two dollars and fifty cents, the third at one dollar and twenty-five cents, the fourth at seventy-five cents, and the fifth at twenty-five cents per acre.

3. All lands, excluding improvements, shall be appraised at relative values, limited as above, considering the character and fertility of the soil and the location thereof.

4. The Commission to the Five Civilized Tribes shall determine the total value of the divisible lands, limited as to grades and values as above, and to the value of the land shall be added all the funds of the tribe, derived from all sources whatsoever, except the orphan and school funds, after the payment of all obligations for which the Cherokee Nation is lawfully bound as hereinafter provided, and all the said property shall be capitalized, and the total assets of the tribe shall be determined by said Commission, and the per capita share of each beneficiary ascertained before the issuance of deeds to lands.

5. The measure for the equalization of allotments shall be the average or per capita share of the total assets of the tribe.

6. Said commission shall allot one hundred and twenty acres of land, as near as may be, the boundaries to conform with the lines of Government subdivisions, to each and every citizen of the Cherokee Nation, in accordance with the enrollment as herein provided, except to Delaware citizens of the Cherokee Nation, and each citizen shall have the prior right to take for his allotment the lands upon which he has improvements, or which he may hereafter improve prior to allotment, without infringing upon the rights of other citizens.

7. The residue of the divisible lands, after allotment of one hundred and twenty acres to each, as aforesaid, shall be used for the purpose of equalizing allotments, and none of the lands of the tribe shall be sold in any manner whatsoever, except as herein provided for the disposal of town lots; but the same, with such moneys of the tribe as may be necessary, shall be used for the purpose of equalizing allotments, and the residue of money, after all allotments have been equalized, shall be equally distributed among the members of the tribe.

8. The allottee receiving lands of greater value than his per capita share of the total assets of the tribe, as above determined, shall pay into the Treasury of the United States, to the credit of the tribe, the excess over and above his per capita share, in lawful money of the United States, before receiving title to the land, payment to be made in the following manner: one-third ninety days after allotment, and the remainder thereafter in two equal annual installments, without interest; and the amount due the tribe for such excess shall constitute a lien upon the lands in favor of the tribe.

9. If such payments are not made at maturity, the United States court for the district in which the lands are situated, shall enforce the same as vendor's liens are enforced under the laws of Arkansas; suit therefor to be brought in the name of the principal chief for the benefit of Cherokee citizens.

10. If any allottee indebted to the nation shall so elect, he may pay the entire sum at the time of allotment, or at any time before the same is due, and upon such payment, he shall receive title.

11. The allottee receiving lands of less value than his full per capita share of the total assets of the tribe, shall, in addition thereto, receive lands or money or both, in sufficient amount to make his full per capita share; and shall receive a deed in fee simple to his lands, as soon as his allotment is made.

12. Said commission shall determine all controversies between members of the tribe as to the right to select any particular tract of land.

13. The allotment of a minor shall be selected by his father, mother, or guardian, and shall not be sold during his minority.

14. Allotments may be selected for prisoners and convicts by duly appointed agents, and for incompetents by guardians or some suitable person akin to them.

15. Each allotment of land shall be non-taxable for twenty-one years, or until title passes from the allottee, such conditions to be stipulated in the deed; and shall be free from incumbrance by any debt or obligation contracted prior to the date of the deed.

16. The principal chief of the Cherokee Nation shall execute under his hand and the tribal seal, and deliver to each of said allottees, a patent conveying absolute fee-simple title to said allottee, transferring all the right, title and interest, of every other citizen in and to the lands which shall be allotted to him in conformity with the requirements of this agreement. The Secretary of the Interior shall indorse on each deed so executed, his approval, which shall guarantee the title to the allottee, and relinquish to him all the right, title and interest of the United States in and to

the lands conveyed. The acceptance of such deed by allottee shall operate to divest him of all right, title and interest in and to all lands allotted to every other citizen, and as his assent to such allotment.

17. The United States shall put each allottee in unrestricted possession of his allotment and shall remove therefrom all persons objectionable to him.

18. The United States shall pay all expenses incident to the allotment of lands as herein provided, and to the surveying, platting, and disposition of townsites and other lands, according to the terms of this agreement.

19. Each citizen of the Cherokee Nation, from and after the date of this agreement, may select one hundred and twenty acres of land, as near as may be, conformable to Government subdivisions, and use and occupy the same until final allotment. No such citizen shall be permitted to retain in his possession more than one hundred and twenty acres of land for himself and each member of his family longer than December thirty-first, eighteen hundred and ninety-nine.

20. The allotment of lands shall begin immediately after the final rolls of Cherokee citizens have been made by the Commission to the Five Civilized Tribes, as herein provided.

21. All lands situated within two miles of the limits of the survey of any town located on any railroad in the Cherokee Nation, having more than five hundred inhabitants at the date of this agreement, shall be appraised at their fair value, by the allotment committee, and any citizen having same in his possession may take his allotment of one hundred and twenty acres thereof, by paying therefor the appraised value, deducting from the same the value of his per capita share of the whole assets of the tribe; one-third of the residue to be paid within sixty days from notice of appraisement, and the remainder in two equal annual installments, with interest at ten per cent per annum after maturity; the same to constitute a lien on the lands in favor of the Cherokee people, enforceable in the United States courts within the jurisdiction of which the town is located, in the same manner as vendor's liens are enforced under the laws of Arkansas, suit therefor to be brought in the name of the principal chief for the benefit of the Cherokee people.

22. Where the greater part of any tract of forty acres lies within such two-mile limit, the whole of such tract shall be deemed to be included within such limit. If the greater part of such tract lies without such limit, then the whole of the tract shall be deemed to be without such limit.

23. If any such lands be not so selected for allotment by any citizen within sixty days from date of appraisement, they shall become the common property of the Cherokee people, and if any citizen have improvements thereon, the same shall be appraised and the value thereof paid to him, and such improvements shall thereupon belong to the Cherokee people.

24. All registered Delaware Indians, citizens of the Cherokee Nation and their descendants, shall be given such share of the lands and moneys belonging to the Cherokee Nation as may be awarded to them in the case now pending between them and the Cherokee Nation in the Court of Claims; provided, however, that the Delaware citizens of the Cherokee Nation shall be permitted, if they so desire, to take their share of the lands, funds, and other property of the nation as is provided for other citizens of the Cherokee Nation under this agreement, which said desire they shall signify by dismissing their suit now pending in the Court of Claims against the Cherokee Nation within sixty days after the complete ratification of this agreement, and such withdrawal shall operate as a complete settlement of all differences between them and the Cherokee Nation.

TOWN SITES.

25. There shall be a town-site committee in each town in the Cherokee Nation, to consist of one member to be appointed by the principal chief, which member shall not be interested in town property other than his home, one to be appointed by the Secretary of the Interior, and one to be selected by the Cherokee citizens of the town; and if the principal chief or the town fail to select a member as aforesaid, he may be selected and appointed by the Secretary of the Interior. Said committees shall cause to be surveyed and laid out town sites, where towns having a present population of two hundred or more are now located, conforming to existing surveys made by the Cherokee Nation, so far as may be, with proper and necessary streets, alleys, and public grounds, including parks, giving to each town, such territory as may be required for its present needs and reasonable prospective growth, and shall prepare correct plats thereof and file one with the Secretary of the Interior, to be approved by him before the same shall take effect, one with the clerk of the United States court, one with the authorities of the tribe, and one with the town authorities. All town lots shall be appraised by said committees at their true value, excluding improvements, and separate appraisements shall be made of all improvements thereon, and no such appraisements shall be effective until approved by the Com-

mission to the Five Civilized Tribes, and unless all the members of the town-site committee shall agree as to the value of any lot, the said commission shall fix the value thereof.

26. Any citizen of the Cherokee Nation in rightful possession of any town lot, improved as required by Cherokee law, the right of occupancy of which has heretofore been sold under provisions of Cherokee law, shall have the right to purchase same by paying, in manner hereinafter prescribed, one-half of the amount of its appraised value, deducting therefrom such amount as may have been paid into the treasury of the Cherokee Nation as the purchase price for the right of occupancy, with interest thereon at the rate of six per cent per annum from the date of such payment to the date of appraisement, and he shall not be required to pay any rents for the use of the lot prior to the date of appraisement.

27. All unimproved lots so held may be purchased at one-half of their appraised value in manner and on terms provided for the purchase of improved lots.

28. Any citizen of the Cherokee Nation in possession of any town lot, improved as required by Cherokee law, the right of occupancy of which has not been sold as aforesaid, shall be privileged to purchase same by paying one-half the amount of its appraised value, and shall not be required to pay any rents for the use of same prior to the date of appraisement.

29. If any citizen of the Cherokee Nation, owning improvements on any town lot, fail to purchase same as herein provided, the value of the improvements so determined by appraisement, together with the amount which may have been paid to the Cherokee Nation, as aforesaid, for the right of occupancy, if any, with six per cent interest thereon from the date of payment to the time of appraisement, shall be paid or tendered him, and such lot and improvements shall then be sold at public auction to the highest bidder on terms herein provided, and if such citizen fail or refuse to accept such amount, and refuse to surrender possession thereof to the purchaser, the latter may, upon paying the amount into court, obtain possession of the same by proper proceedings in the United States court within the jurisdiction of which the town is located.

30. When the appraisement of the lots of any town shall have been completed and approved, the town-site committee shall at once notify the citizen claiming the right of occupancy of each lot of the amount at which his lot has been appraised, and such citizen shall, within sixty days thereafter, make payment of ten per cent of the amount due, and four months thereafter he shall pay fifteen per cent, and the remainder shall be paid in two equal annual installments, without interest, provided that any amount not paid when due shall thereafter bear interest at the rate of six per cent per annum until paid; and if at the expiration of two years from date of payment of the fifteen per cent default in either annual payment has been made, proceedings may be commenced in the United States court aforesaid to enforce collection of all the purchase money, and the property may be sold therefor.

31. All lots not in the possession of any citizen at the date of this agreement and all new unimproved lots laid out as aforesaid shall be sold to the highest bidder at public auction on terms prescribed for payment for other lots.

32. If any inclosed or improved lands, held or in the possession of any citizen, and not heretofore laid out in town lots, shall be included in the survey and plat of any town, such citizen may select and retain a sufficient amount of such lands, at their appraised value, as may be equal to his full share of all the assets of the tribe, and shall, in addition thereto, have the right to purchase one-fourth of such lots of average value, to be selected and set apart to him by the town-site committee, by paying therefor twenty-five per cent of their appraised value, in manner herein provided.

33. The purchaser of any lot shall have the right to pay the whole amount in cash at any time before maturity, and shall thereupon be entitled to a deed for the lot.

34. Deeds to all lots shall be made and executed by the Principal Chief of the Nation, free of charge to the grantee, conveying a fee-simple title to the purchaser, and all deeds shall be approved by the Secretary of the Interior.

35. The purchase money of all town lots shall be paid to some bonded officer, designated by the Commission to the Five Civilized Tribes, who shall give his receipt therefor, and after deducting all sums necessary to be paid out for improvements and other purposes, as herein provided, the same shall be deposited in the subtreasury of the United States at St. Louis, Missouri, to the credit of the Cherokee Nation.

36. No taxes shall be assessed by any town government against any town lots unsold by the town-site committee, and such taxes levied against lots sold, as herein provided, shall constitute a lien upon the same, after the purchase price thereof has been fully paid, as herein provided, and not theretofore.

37. Said town-site committee may select and locate a cemetery within a suitable distance from each town, to embrace not exceeding twenty acres, which it shall appraise, and any citizen in possession thereof shall be reimbursed for any improvements thereon belonging to him, and when the town shall have paid the amount of the appraisement it shall be entitled to a patent for same as herein provided for

titles to allottees, and said town shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds thereof to be applied to the proper improvement and care of said cemetery.

38. All town lots or parts of lots upon which schools, churches, and parsonages have been erected and which are occupied as such at the date of appraisement, shall be set apart to them gratis, and deeds therefor executed in proper form, conveying fee-simple title to the school trustees and church organizations for the use and benefit of such institutions.

39. All town lots now in possession of any citizen of the tribe, and purchased by him in accordance with the provisions of this agreement, shall be free from incumbrance by any debt contracted prior to the execution of the deed, except for improvements thereon.

40. Any person whomsoever may bid for and purchase any lot sold at public auction as herein provided.

41. All deferred payments of purchase money for town lots shall constitute a lien upon the lots for the payment of same, and suit therefor may be brought in the name of the principal chief for the benefit of all Cherokee citizens, and may be enforced in the United States court within the jurisdiction of which the lots are located.

42. There shall be a committee, composed of three persons, appointed by the Secretary of the Interior, two of them upon the recommendation of the principal chief of the Cherokee Nation, who shall, when directed by the principal chief, lay off, survey, and plat all towns now in existence where there are two or more places of business and less than two hundred inhabitants, not to exceed forty acres. Said committee shall appraise and sell said lots on the same terms and conditions as are prescribed for the appraisement, sale, and approval of lots in towns where there are more than two hundred inhabitants.

43. All sales of town lots as herein provided shall be made under the direction and supervision of the Commission to the Five Civilized Tribes, in conjunction with the principal chief, in such manner and at such times as may best promote the interests of the Cherokee Nation and the towns; and said commission and principal chief shall direct the method of making payments of all moneys accruing from sales of town lots, and said commission shall cause to be paid out of same all sums to citizens for improvements, or for other purposes, as herein provided, when the same is payable out of Cherokee funds, in carrying into effect the plan herein provided for town sites, and for lands within the two-mile limit adjacent thereto; and said commission shall do and perform all other things necessary to carry into effect such plan, not herein specifically enjoined upon others. Strict account of all receipts and disbursements shall be kept and monthly itemized report made thereof to the principal chief and to the Secretary of the Interior.

ROLLS OF CITIZENS.

44. The rolls of Cherokee citizens shall be made as of December thirty-first, eighteen hundred and ninety-nine, and the names of all persons then living and entitled to enrollment on that date, and none other, except persons whose citizenship cases are on appeal in the United States courts in Indian Territory or the Supreme Court of the United States, according to law, and thereafter determined, shall be placed on said rolls when at any time made.

45. No child born to any citizen after December 31st, 1899, nor any white person who has intermarried with a Cherokee citizen since the sixteenth day of December, eighteen hundred and ninety-five, shall be entitled to enrollment.

46. Said rolls shall in other respects be made in strict compliance with the provisions of section twenty-one of the act of Congress, June 28, 1898, entitled, "An act for the protection of the people of the Indian Territory, and for other purposes."

47. Should any Cherokee citizen so enrolled, or entitled to enrollment as hereinbefore provided, die after the approval of said roll, his pro rata share of the lands, moneys, and other assets of the Cherokees, to which he would be entitled if living, shall descend to his heirs according to the laws of descent and distribution of the State of Arkansas, and shall be allotted and distributed to them accordingly.

48. No person who has been enrolled by the Commission to the Five Civilized Tribes as a citizen of any other tribe shall be enrolled as a citizen of the Cherokee Nation.

RESERVATIONS.

49. The following lands shall be reserved from the general allotment herein provided:

(a) All lands herein set apart for town sites.

(b) Two hundred feet occupied as a right of way by the St. Louis & San Francisco and the Missouri, Kansas & Texas railroads, and four hundred feet occupied by said railroads at all stations as at present located, said reservations to be used for railroad purposes only.

(c) One hundred feet occupied as a right of way by the Kansas City, Pittsburg & Gulf and the Kansas & Arkansas Valley railroads, and two hundred feet occupied by said railroads, at all stations as at present located, said reservations to be used for railroad purposes only.

(d) All lands selected for town cemeteries by the town committees as herein provided, not to exceed twenty acres.

(e) All lands specially reserved in this agreement for schools, churches, public buildings, and public institutions.

(f) Ten acres for the Willie Hallsell College, at Vinita.

(g) Four acres for the Baptist Mission School, at Tahlequah.

(h) Four acres for the Presbyterian Mission School, at Tahlequah.

(i) Four acres for the Park Hill Mission School, south of Tahlequah.

(j) Four acres for Elm Springs Mission School, on Barren Fork.

(k) Four acres for Spring Place Moravian Mission, at Oaks.

(l) Four acres for Dwight Mission, on Sallisaw.

(m) Four acres for Skiatook Mission, near Skiatook.

(n) Four acres for Lutheran Mission School, on Illinois River, north of Tahlequah.

(o) Four acres for Woodmount Moravian Mission, near Tahlequah.

(p) Sufficient ground for burial purposes where neighborhood cemeteries are now located, not to exceed three acres.

(q) One acre each for all churches outside of towns, where they are now located.

(r) The square now occupied by the capitol building at Tahlequah.

(s) The grounds now occupied by the national jail at Tahlequah.

(t) The grounds now occupied by the Cherokee Advocate printing office at Tahlequah.

(u) The lots or parts of lots on which all schools, churches, and parsonages in towns are now located.

50. Provided, however, that in case any of the above reserved lots or tracts of land, except such as are occupied by churches and parsonages, shall at any time cease to be used for the purposes for which they have been reserved, they, with the improvements thereon, shall revert to the Cherokee Nation and be sold under the direction of the Secretary of the Interior, and the proceeds placed to the credit of the school fund of the Cherokee Nation.

51. It is further stipulated and agreed that there shall be reserved, at the town of Fort Gibson, a sufficient amount of land, heretofore included in the old military reservation, for an army post and penitentiary, and the same, with the buildings thereon, is tendered to the Government of the United States for said purposes; provided, that in case the same is not accepted and occupied by the Government of the United States, for the purposes herein tendered, on or before the fourth day of March, nineteen hundred and three, this provision shall be void; or, in case it is so accepted, but subsequently abandoned, it, with the buildings thereon, shall revert to the Cherokee Nation, to be added to the town site of Fort Gibson and sold as vacant lots.

EDUCATIONAL AND CHARITABLE INSTITUTIONS.

52. The great need of facilities for educating the children of all classes of people now residing in the Cherokee Nation makes it necessary to establish a system of common schools within the bounds of the Cherokee Nation for such purposes. To that end it is agreed that all school property now belonging to the Cherokee Nation shall be placed under the control of the Secretary of the Interior, together with all schools now in operation under Cherokee laws, and that he be authorized to appoint a board of education composed of three members, two of them upon the recommendation of the principal chief, who shall, under the direction and control of the Secretary of the Interior, have the immediate charge and management of such schools and the custody of such property. He shall have further authority to erect other school houses and establish schools therein in communities where schools are not already being conducted by the Cherokees, and to do all things else necessary to the establishment and successful operation of the common school system herein contemplated.

53. Such board of education shall report to said Secretary at such times and in such manner as may be directed by him, and in all things to conform to and obey such rules, regulations, and instructions as he may deem necessary to make for their government and the management and control of such school system.

54. The orphan funds of the Cherokee Nation shall remain as now invested, and the annuity therefrom used by said board to defray expenses of maintaining the Cherokee orphan asylum for the care and benefit of orphan children, descendants of Cherokee citizens, and for no other purpose. The Cherokee orphan asylum and one hundred and twenty acres of land on which it is located, to be selected by said board, shall be reserved from allotment, and said property held and said institution continued in operation until the Cherokee Nation shall become part of a state.

55. Said board of education shall appoint officers and teachers for the male and female seminaries and colored high school, who shall be paid out of the Cherokee school funds, and shall maintain each of said institutions for the exclusive use and benefit of children of Cherokee citizens, and each pupil attending same shall be required to pay his pro rata share of all other expenses of running the institution which he attends, and in each there shall be maintained one term of four months in the fall and one term of five months in the spring of each year. Twenty acres of land, to be selected by said board, for each of said institutions, upon which it is located, shall be reserved from allotment.

56. The school funds of the Cherokee Nation shall remain as now invested, and thirty thousand dollars of annuities arising therefrom shall be annually set aside for common-school purposes, and the United States shall annually appropriate a sufficient amount, not less than said sum of thirty thousand dollars, which, together with said sum, may be sufficient to erect necessary school buildings and to establish and maintain common schools within the bounds of the Cherokee Nation, as herein proposed, for the education of children belonging to all classes of citizens residing in the Cherokee Nation; provided, that separate schools for colored children shall be maintained, with equal advantages, however, as those provided for children of other classes. In each of such schools there shall be one term of four months in the fall and one term of five months in the spring of each year.

57. The buildings of the Cherokee Insane Asylum, together with ten acres of land upon which they are located, to be selected by said board and reserved from allotment, are hereby donated to the United States, free of charge, to be used by it for the maintenance of an asylum for the insane of all classes within Indian Territory, and the United States shall make appropriations of money requisite to provide necessary and suitable accommodations within said institution for the insane of said Territory, and to maintain the same in a manner commensurate with such purposes, and all insane Cherokee citizens shall be cared for in said institution free of charge; but should said property be abandoned or cease to be used for such purposes, the same shall revert to the Cherokee Nation and be sold under the direction of the Secretary of the Interior and the proceeds invested for the benefit of the Cherokee school fund.

58. When the Cherokee Nation becomes a part of a state, all lands and buildings herein reserved for school purposes, belonging to the Cherokees, shall be sold under the direction of the Secretary of the Interior, and all invested funds for orphan and school purposes shall be capitalized and added to the proceeds of said property, and all of such funds shall be paid per capita to the citizens of the Cherokee Nation and their descendants.

59. Said board of education shall keep said institutions in good repair and insured, for which purpose any surplus money belonging to the respective funds may be used.

60. The school system herein provided shall not go into effect until the United States has made necessary appropriations therefor, and in no event until after the first day of July, 1899.

61. Ten acres of land at or near Fort Gibson, to be selected by the board of education, shall be donated to the United States free of charge, and the United States shall make appropriations for the erection of suitable buildings thereon for a school for the education of blind and deaf and dumb children of all classes within Indian Territory, and for maintaining a school for such purposes, until such time as there may be a separate school established for either class so provided for; and should said lands at any time be abandoned or cease to be used for the purpose of educating one of the classes above named, the same shall revert to the Cherokee Nation and be sold by the Secretary of the Interior for the benefit of the Cherokee school fund. There shall be reserved from general allotment for each common school now or hereafter established, not located in any town and for which there is not herein made special reservation, one acre of land, to be selected by the board of education, and such lots of land shall be donated and deeded to the United States free of charge, for school purposes.

FORM OF GOVERNMENT.

62. It is further agreed that the executive and legislative departments of the Cherokee Nation shall continue until final allotment is made; provided, however, that no act or resolution of the council of the Cherokee Nation shall be of any validity until approved by the President of the United States, except appropriations for the regular and necessary expenses of the government, as herein modified, of the said nation, in conducting its affairs, or for the collection of what is due from the United States to the said nation, under contracts made according to the laws of the United States in such cases provided; provided further, that the regular sessions of the national council are hereby abolished, but the principal chief is authorized and empowered to convene the council in special session when, in his judgment, public necessity may require.

63. The principal chief of the Cherokee Nation is authorized to appoint such officers and make such rules and regulations as may be necessary, conforming as nearly as may be to the present Cherokee law, for the regular election in August, 1899, of members of the executive and legislative departments.

FINANCE.

64. The Secretary of the Interior shall cause the legally authorized obligations of the Cherokee Nation, for which warrants on the several funds have been drawn, at the date of the ratification of this agreement, to be paid out of the funds of the Cherokee Nation, invested by the Government of the United States for the benefit of the general fund, and all warrants legally drawn after the ratification of this agreement and prior to the final allotment of the lands as herein provided shall be paid out of the annuities from the remainder of the several funds of the Cherokee Nation, invested by the Government of the United States, upon which said warrants are drawn; provided, that in case the annuity from the general fund is insufficient, and there are any legally issued warrants outstanding and unpaid against said fund when final allotment is completed, said indebtedness shall be paid in full, out of said moneys so invested for the general fund, before the same is capitalized as provided in this agreement.

65. And whereas there are small sums remaining from various per capita payments, previously made, not called for, or belonging to Cherokee orphan children, therefore the treasurer of the Cherokee Nation is authorized and directed to pay the per capita shares belonging to the orphan children to their guardians appointed by the United States court in Indian Territory, and to immediately advertise in the national newspaper in the Cherokee and English languages all unclaimed shares remaining in each of said sums for a period of six months, during and until the end of which time the said treasurer is authorized and empowered to pay the share or shares belonging to the persons legally entitled to the same, and after the expiration of the period of six months as aforesaid all of the money in the treasury of the Cherokee Nation remaining from money set aside for per capita payments shall be deposited in the subtreasury at St. Louis, Missouri, and placed to the credit of the general fund of the Cherokee Nation.

66. And the treasurer of the Cherokee Nation is authorized and empowered to receive and receipt for any installments remaining unpaid on town lots or intruder improvements sold prior to June 28th, 1898; and in case any installment on any such improvements so sold, when due in accordance with the law under which they were sold, such amount shall constitute a lien upon the improvements so sold before the allotment of the land, and a lien upon the land after the allotment of the land, in favor of the Cherokee Nation, and said lien shall be enforced in the United States court for Indian Territory in the manner provided by the statute laws of the State of Arkansas, now in force in Indian Territory, for the enforcement of vendor's liens.

CLAIMS.

67. Whereas it appears that the accounting made by experts, James A. Slade and Joseph P. Bender, of the amount due the Cherokee Nation, and approved by the Secretary of the Interior, was done in the manner and form agreed upon between the United States and the Cherokee Nation as provided in the third subdivision of article two of the agreement made December 19, 1891, and ratified by an act of Congress approved March 3d, 1893; it is therefore agreed that such accounting shall be immediately submitted to a joint committee composed of two members of the United States Senate and three members of the House of Representatives as a board of arbitration to determine the question whether the claim shall be paid by the United States; and that if, in the judgment of said board of arbitration, the United States is bound by the accounting aforesaid, or under the treaties and laws of the United States relating thereto, prior to the date of the accounting, then that appropriation shall be made therefor without further delay, specially; and all other claims of whatever nature which the Cherokee Nation, or citizens thereof, either individually or collectively, may have against the United States shall be immediately submitted to the aforesaid joint committee as a board of arbitration for determination, and provision shall be made for the payment of all sums that may be found due within two years from the date of the ratification of this agreement.

PUBLIC BUILDINGS.

68. It is further stipulated and agreed that the Government of the United States shall purchase the public buildings now used by the Cherokee Nation for a capitol and a national jail, together with the inclosed grounds around said buildings, for

use as a court-house and a Federal jail, the value of said buildings and grounds to be immediately ascertained by a committee of two, one to be appointed by the Secretary of the Interior and one by the principal chief of the Cherokee Nation; and in case of a disagreement as to the value thereof, then the two members so appointed shall select a third disinterested person, and the decision of a majority of the members of said committee shall be final, and an appropriation of the amount of said appraisements shall be made within two years from the date of the ratification of this agreement; provided, however, that the Cherokee Nation shall be permitted to retain possession of the capitol building and inclosed grounds until final allotment is made, but immediate possession of the national jail shall be given.

69. It is further stipulated and agreed that all of the other public buildings of the Cherokee Nation not otherwise specially provided for shall be disposed of as may hereafter be provided by the national council of the said nation.

CHEROKEE ADVOCATE.

70. That the national newspaper, the Cherokee Advocate, printed in both the Cherokee and English languages, shall continue to be published the present year, under the appropriation already made by the Cherokee Nation, and after which time the same shall be leased, by the principal chief of the Cherokee Nation for a period of two years at a time, to the lowest responsible citizen bidder, at an annual expense to the Cherokee Nation not to exceed one thousand dollars, to be paid out of the annuities belonging to the general fund of the Cherokee Nation; provided that said newspaper plant, including everything connected therewith, together with the building and grounds reserved for said newspaper shall be sold, when final allotment is completed under this agreement, under the direction of the Secretary of the Interior, and the proceeds placed to the credit of the general fund of the Cherokee Nation.

COURTS AND JURISDICTION.

71. The Cherokee Nation consents to the extinguishment of Cherokee courts, as provided in section 28 of the act of Congress of June 28th, 1898, and that the United States courts in Indian Territory have full criminal and civil jurisdiction over all Cherokee citizens and their property, as is now or may hereafter be provided by law.

72. The places of holding courts shall be, in addition to the same as are now designated by law, the town of Claremore.

73. United States commissioners shall be permanently established at Vinita, Claremore, Tahlequah, Sallisaw, Fairland, and Nowata, in the Cherokee Nation, and the United States judge of the northern district of Indian Territory shall make such appointment of commissioners as may be necessary for this purpose.

74. All Cherokee citizens who may be charged with any criminal offense shall be tried within the bounds of the Cherokee Nation and in the court nearest to which the offense is alleged to have been committed, unless the defendant elects to take a change of venue from such court to some other court beyond the limits of the Cherokee Nation. All civil suits brought against Cherokee citizens shall be tried within the bounds of the Cherokee Nation and in the court nearest the defendant's residence.

75. All Cherokee citizens while in confinement awaiting trial, and those serving a jail sentence, shall be held in confinement within the bounds of the Cherokee Nation.

76. All instruments of writing required by law to be recorded shall be filed with the clerk or deputy clerk at the court in Cherokee Nation nearest the property to which such instrument relates, and it shall be the duty of such officer to file or record the same.

77. All Cherokee citizens, possessing the qualifications of grand and petit jurors, as provided in chapter 90 of Mansfield's Digest of the Statutes of Arkansas, shall be competent to sit on juries in the United States courts in Indian Territory.

78. Immediately upon the ratification of this agreement, the principal chief of the Cherokee Nation shall have authority and he is directed to grant absolute and unconditional pardon to all persons who have heretofore been convicted in the courts of the Cherokee Nation of a violation of Cherokee laws.

79. In view of the fact that all courts and laws of the Cherokees have been abolished and they have herein generously assented thereto and placed themselves and their property under the care and protection of the courts and laws of the United States, and since the United States courts within their country are wholly inadequate for the transaction of business and the protection of the people, we urge upon Congress the necessity of so districting Indian Territory, and especially that part embracing the Cherokee Nation, and of providing courts therein, with other facilities, as may be sufficient to fully protect the persons and property of the Cherokee people and all other persons living among them and within their territory,

MUNICIPAL CORPORATIONS.

80. All municipal corporations in the Cherokee Nation having a bona fide population of one thousand or more shall have authority to issue bonds for construction of sewers and waterworks, the improvement of streets, and for lighting the town; but before any such bonds shall be issued the mayor and common council of such corporations shall cause an election to be held in the town and shall cause to be published in a newspaper of general circulation published in the town a notice of the time and place or places of holding such election. Such notice shall be given at least thirty days before the election. No person shall be permitted to vote at such election who is not a qualified elector and owner of real or personal property subject to taxation within the town. In case two-thirds of such voters shall vote for the issuance of bonds, then the mayor and common council shall have authority to issue bonds, and not otherwise.

81. Said bonds shall contain all necessary provisions as to form, and said municipality shall provide proper sinking fund for said bonds which may bear interest at not exceeding six per cent. per annum, payable semiannually; and none of said bonds shall be sold at less than their par value.

MISCELLANEOUS.

82. The Cherokee Nation shall not be included in any state or organized territory, without its consent, except such state or territory shall include only the lands of the Five Civilized Tribes and such other smaller tribes as are contiguous thereto.

83. The provisions of section thirteen of the act of Congress approved June 28, 1898, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall not apply to or in any manner affect the property of the Cherokee Nation or be in force therein.

84. All citizens of said nation, when the tribal government shall cease, shall become possessed of all the rights and privileges of citizens of the United States.

85. There shall be paid out of the general fund of the Cherokee Nation to John J. Hemphill, of the city of Washington, D. C., and to William T. Hutchings, of Muskogee, Indian Territory, in accordance with their contract heretofore entered into with S. H. Mayes, principal chief of the Cherokee Nation, for legal services rendered in the suit of the Delaware Indians *versus* The Cherokee Nation, instituted in the Court of Claims and now pending therein, under the provisions of an act of Congress approved June 28, 1898, and entitled "An act for the protection of the people of the Indian Territory, and for other purposes," the sum of seven thousand five hundred dollars. And further, there shall be paid out of said funds to William T. Hutchings all court costs and costs of printing records and briefs, not exceeding the sum of five hundred dollars; he to produce proper vouchers for such expenditure in such case. There shall also be paid to the said William T. Hutchings his necessary traveling and incidental expenses in connection with said suit, upon his producing an itemized and sworn statement thereof, the same not to exceed the sum of three hundred dollars; provided, however, if said suit is withdrawn by said Delaware Indians as herein otherwise provided for them, only such sum shall be paid said attorneys as may be directed by the principal chief.

86. It is expressly agreed that no provision of this agreement shall in any way be construed to interfere or disturb the patent to the lands of the Cherokee Nation, except so much as is herein reserved from allotment, until the allotments herein provided for shall have been actually made in the manner hereinbefore provided, and each allottee has been placed in possession of his allotment.

87. This agreement shall in no wise affect the provisions of existing treaties between the Cherokee Nation and the United States, except in so far as it is inconsistent therewith, and no provisions of any act of Congress now existing inconsistent with this agreement shall be operative in the Cherokee Nation.

88. This agreement shall be binding upon the parties hereto if ratified by Congress on or before March fourth, eighteen hundred and ninety-nine and by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation in the following manner, to wit: The principal chief of the Cherokee Nation shall, within five days of the date hereof, make public proclamation hereof that this agreement shall be voted on at a special election to be held for that purpose at a date not later than February first, eighteen hundred and ninety-nine. All male members of such tribe, qualified to vote under tribal laws shall have the right to vote at the election precinct most convenient to his home, provided that no person whose right to citizenship in said nation is questioned in proceedings before any United States court shall be permitted to vote at said election; and the votes cast shall be forthwith returned duly certified, as required by Cherokee law, and the votes shall be counted in the manner therein provided in the presence of the Commission to the Five Civilized Tribes, and the principal chief shall make proclamation of the result.

In witness whereof the said commissioners do hereunto affix their names, at Muskogee, Indian Territory, this the fourteenth day of January, eighteen hundred and ninety-nine.

HENRY L. DAWES, *Chairman.*
 TAMS BIXBY, *Acting Chairman.*
 ARCHIBALD S. MCKENNON,
 THOS. B. NEEDLES,
Commission to the Five Civilized Tribes.
 ALLISON L. AYLESWORTH, *Secretary.*

ROBT. B. ROSS, *Chairman.*
 CLEM. V. ROGERS,
 PERCY WYLY,
 HENRY C. LOWREY,
 JOHN E. GUNTER,
Cherokee Commission.
 WM. P. THOMPSON, *Secretary.*

APPENDIX NO. 3.

CREEK AGREEMENT, FEBRUARY 1, 1899.

This agreement, by and between the Government of the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Creek (or Muskogee) tribe of Indians in Indian Territory, entered into by its commission, Roley McIntosh, Cowa Harjo, John Reed, Lambert Scott, G. W. Grayson, James Byrd, L. C. Perryman, and the principal chief, Isparhecher, ex officio, duly appointed and authorized thereunto.

Witnesseth, That, in consideration of the mutual agreements and undertakings herein contained, it is agreed as follows:

GENERAL ALLOTMENT OF LAND.

1. All lands in Indian Territory belonging to the Creek (or Muskogee) tribe of Indians, except such as may be reserved for various purposes as herein provided, shall be divided among the *bona fide* citizens of said tribe, so as to give to each citizen an equal share in value of all the lands of the tribe as herein provided, and also an equal share in acres, as far as possible, conformable to Government surveys, except as herein otherwise provided.

2. All the lands of the tribe, after making reservations as hereinafter provided, shall be appraised by an allotment committee, composed of one member of the Commission to the Five Civilized Tribes, one appointed by the Secretary of the Interior, and one appointed by the principal chief of said tribe; provided, however, that the maximum appraisements so made shall be five dollars per acre, and the minimum, twenty-five cents per acre.

3. All lands, excluding improvements, shall be appraised at relative values within the limits above fixed, considering the value of the products that may be derived therefrom, the character and fertility of the soil, and the location.

4. The Commission to the Five Civilized Tribes shall allot one hundred and sixty acres of land, as nearly as may be, the boundaries to conform to the lines of the Government surveys, to each and every citizen of the Creek (or Muskogee) tribe; and each citizen shall have the prior right to take for his allotment the land upon which he has improvements or which he may improve prior to allotment.

5. One hundred and sixty acres of land, of the maximum value, as herein fixed, shall constitute a *standard allotment*, and shall be the measure for the equalization of values.

6. The residue of lands after allotment of one hundred and sixty acres to each citizen, as aforesaid, shall be used for the purpose of equalizing allotments.

7. None of the lands of the tribe shall be sold in any manner whatsoever, except as herein provided; but the same, with such funds of the tribe as may be necessary, shall be used for the purpose of equalizing allotments.

8. The allottee receiving lands of less than the maximum value shall receive lands or money or both, in addition thereto, in sufficient amount to make his share equal in value to one standard allotment, except as herein otherwise provided.

9. All the funds of the tribe derived from all sources whatsoever shall be capitalized, and the Commission to the Five Civilized Tribes shall use the same for the purpose of equalizing allotments.

10. Said commission shall determine all contests between members of the tribe as to the right to select any particular tract of land.

11. The allotment of a minor child shall be selected by his father, mother, or guardian, and shall not be sold during his minority.

12. Allotments may be selected for prisoners, convicts, and aged and afflicted persons by duly appointed agents, and for incompetents by guardians or suitable persons akin to them.

13. Each allotment of land shall be nontaxable for twenty-one years, or until title passes from the original patentee, such conditions to be stipulated in the deed, and shall be free from incumbrance by any debt or obligation contracted prior to the date of the deed, and shall not be subject to any legal process issued for the collection of such debt or obligation.

14. After final allotment and while in the ownership of the original allottee all lands shall be exempt from levy on execution or attachment for any debt, unless the lands shall be pledged at the time of contracting the debt.

15. Each allottee shall select from his allotment a homestead of forty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of patent. The remainder of the lands shall be alienable for a consideration to be actually paid, and not to include any former indebtedness or obligation.

16. When an allotment shall be made to any citizen as herein provided, the allottee shall receive a certificate from said commission describing the lands so allotted, and the principal chief of the Creek (or Muskogee) Nation shall, upon demand, execute under his hand and the tribal seal and deliver to each of said allottees in lieu of said certificate patents, conveying absolute fee simple title to said allottee, transferring all the right, title, and interest of every other citizen in and to the land which shall have been allotted to him.

17. The Secretary of the Interior shall indorse on each deed so executed his approval, which shall guarantee the title to the allottee and relinquish to him all the right, title, and interest of the United States in and to the land conveyed. The acceptance of such deed by allottee shall operate to divest him of all the right, title, and interest in and to the lands allotted to every other citizen, and as his assent to such allotment.

18. The United States shall put each allottee in unrestricted possession of his allotment and shall remove therefrom all persons objectionable to him without unnecessary delay.

19. The expenses incident to the allotment of lands as herein provided shall be paid by the United States.

20. Each citizen of the Creek (or Muskogee) Nation, enrolled as herein provided, may select one hundred and sixty acres of land, as nearly as may be, conformable to Government subdivisions, and use and occupy the same until final allotment.

21. In case two or more persons reside on the same quarter section, the parties shall have the right to divide such quarter section into forty-acre tracts, conformable to the lines of the Government surveys, so as to include their respective homes.

22. Any citizen occupying land in excess of his rightful share shall have the privilege, within ninety days after the establishment of the land office, to remove his houses, fences, and like improvements therefrom, or make such other disposition thereof to other citizens as may be mutually satisfactory; but if he fails to remove such improvements within the time specified, they shall be forfeited to the persons taking such land in allotment.

23. All reservations under the provisions of this agreement are to revert to the Creek (or Muskogee) Nation when not needed for the purposes for which they are at present used, and shall be sold to the highest bidder, to citizens only, under the direction of the Secretary of the Interior, and the proceeds placed in the subtreasury of the United States at St. Louis, Missouri, for the benefit of the people of the Creek (or Muskogee) Nation.

24. Each freedman enrolled as a Creek citizen as herein provided shall be entitled to one hundred and sixty acres of land, but he shall not be entitled to land or money for the purpose of equalizing his allotment in case it should be of less value than a standard allotment.

SUBURBAN LANDS.

25. All lands situated within one mile of the limits of the survey of any town located on any railroad in the Creek (or Muskogee) Nation, having more than one thousand inhabitants at the date of this agreement, shall be subject to special allotment and shall be appraised at their true value by the allotment committee. Any citizen having any such lands in rightful possession at the time of appraisal may take his allotment of one hundred and sixty acres thereof, by paying therefor the appraised value, less the value of one standard allotment of one hundred and sixty acres; ten per cent to be paid within sixty days from the notice of appraisement, and fifteen per cent additional four months thereafter, and the remainder in three



A CREEK FREEDMAN HOME.

Lee, Ind. Ter

Exhibit 5.

Application No.

DEPARTMENT OF THE INTERIOR.
COMMISSION TO THE FIVE CIVILIZED TRIBES.

CREEK NATION.

To the Clerk of the Land Office at Muskogee:

This is to certify that the name of Angelina Lewis Age 45
and the names of the following seven persons, whom he represents, to-wit:

NAMES.	Relationship to Person First Named.	AGE.
General Robinson	Son	20
Rosa "	Daughter	18
Austin "	Son	13
Silas "	"	9
Alice Sells	Daughter	7
Josephine Lewis	"	4
Amanda "	"	2

All appear on Fredman Census Card of the Creek Nation, Field No. 323
of record in the office of the Commission to the Five Civilized Tribes.

Muskogee, Indian Territory, Sept 18, A. D. 1899.

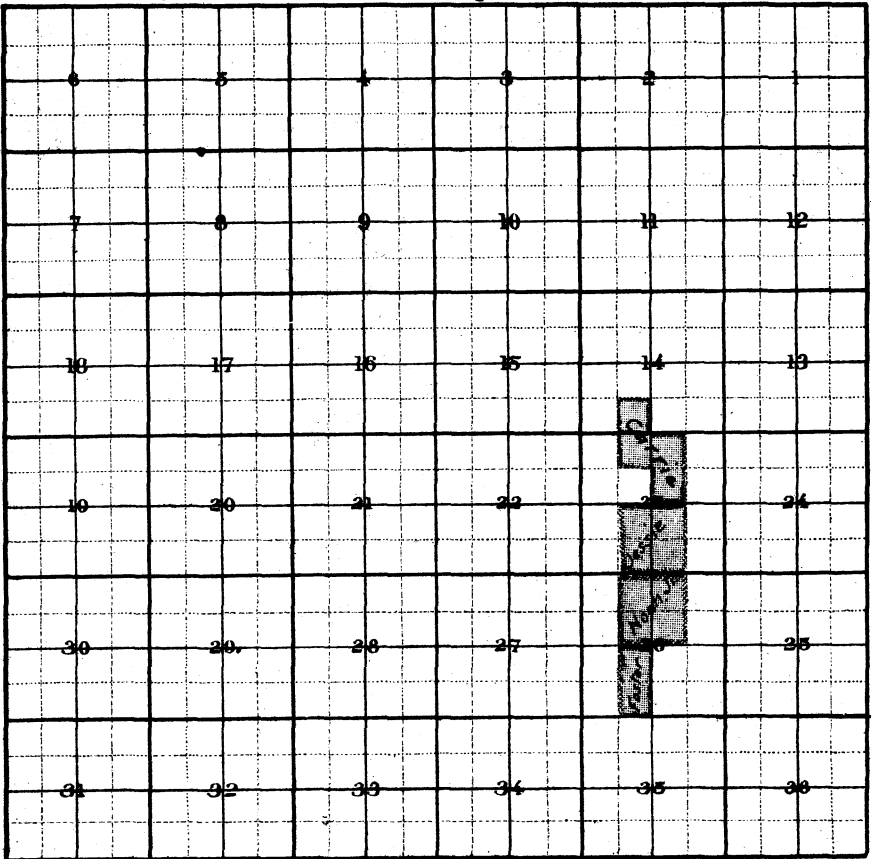
P. B. H.

[Signature]
Acting Chairman.

Exhibit 6.

Commission to the Five Civilized Tribes.

Township No. *18 N* Range No. *12 E.*



Noah Gregory for minor children.

equal annual installments, without interest, the indebtedness to constitute a lien on the lands in favor of the Creek (or Muskogee) tribe, enforceable in the United States court within the jurisdiction of which the town is located, in the same manner as vendor's liens are enforced under the laws of Arkansas, suit therefor to be brought in the name of the principal chief of the Creek (or Muskogee) tribe for the benefit of citizens thereof.

26. Any citizen having any such lands in his possession and not desiring to take one hundred and sixty acres at the appraised value may select and retain for his allotment such amount thereof as shall be equal to one standard allotment.

27. Where the greater part of any tract of forty acres lies within such one-mile limit the whole of such tract shall be deemed to be within such limit.

28. If any such lands be not so selected for allotment within six months from date of appraisement, they shall become the common property of the Creek (or Muskogee) tribe; and if a citizen have improvements thereon, the improvements shall be appraised and the value thereof paid to him, and the lands and improvements shall be sold at public auction to the highest bidder, who shall be a citizen of said nation, upon the same terms and conditions as provided for payment by citizens selecting such lands in excess of their allotments.

29. All payments of money above provided for shall be made to a bonded officer, under the direction of the Secretary of the Interior, who shall give his receipt therefor, and the same shall be deposited in the subtreasury of the United States at St. Louis, Missouri, to the credit of the Creek (or Muskogee) Nation.

RESERVATIONS.

30. The following lands shall be reserved from the general allotment herein provided:

(a) All lands herein set apart for town sites.

(b) All rights of way granted to railroad corporations whose lines have heretofore been constructed, and at the time of the taking effect of this agreement are being operated, as provided in the act or acts of Congress granting the right, together with such lands as they were or are authorized to take for depots, station grounds, sidings, and freight and storage purposes.

(c) Forty acres for the Eufaula high school.

(d) Forty acres for the Wealaka boarding school.

(e) Forty acres for the New-yaka boarding school.

(f) Forty acres for the Wetumka boarding school.

(g) Forty acres for the Euchee boarding school.

(h) Forty acres for the Coweta boarding school.

(i) Forty acres for the Creek orphan home.

(j) Forty acres for the Tallahassee colored boarding school.

(k) Forty acres for the Pecan Creek colored boarding school.

(l) Forty acres for the colored Creek orphan home.

(m) The square inclosed by stone fence, now occupied by the capitol building at Okmulgee.

(n) One acre each for the six established court-houses, the same to revert, together with improvements thereon, to the allottee taking the forty-acre tract upon which any of said court-houses may be located.

(o) All lands selected for town cemeteries by town committees as herein provided, not to exceed twenty acres in each instance.

(p) All lots or parts of lots upon which schools, churches, and parsonages in towns are now located as herein provided.

31. Provided, however, that in case any of the above reserved lots or tracts of land shall at any time cease to be used for the purposes for which they have been reserved, they, with the improvements thereon, except as herein provided for the disposition of court-house property, shall revert to the Creek (or Muskogee) Nation, and be sold to citizens only, under the direction of the Secretary of the Interior, and the proceeds placed to the credit of the general fund of said nation.

TOWN SITES.

32. There shall be a town-site committee in each town in the Creek (or Muskogee) Nation hereinafter named, to consist of one member to be appointed by the principal chief, which member shall not be interested in town property other than his home, one to be appointed by the Secretary of the Interior, and one by the town; and if the principal chief or the town fails to select a member as aforesaid, he may be selected and appointed by the Secretary of the Interior.

33. The towns to be surveyed and laid out by the town-site committees under the provisions of this agreement are: Muskogee, Wagoner, Tulsa, Eufaula, Checotah, Sapulpa, Holdenville, Bristow, Gibson Station, Red Fork, Okmulgee, and Lee.

34. The area of each town provided for in this agreement shall be as follows: Muskogee, twenty-five hundred and sixty acres; Wagoner, twenty-five hundred and

sixty acres; Tulsa, fourteen hundred and forty acres; Eufaula, fourteen hundred and forty acres; Checotah, six hundred and forty acres; Sapulpa, six hundred and forty acres; Holdenville, six hundred and forty acres; Bristow, three hundred and twenty acres; Gibson Station, one hundred and sixty acres; Red Fork, one hundred and sixty acres; Okmulgee, one hundred and sixty acres, and Lee, one hundred and sixty acres.

35. The town-site committee in each town shall lay out proper and necessary streets, alleys, and parks, and shall prepare correct plats; and shall file one with the Secretary of the Interior, to be approved by him before the same shall be effective, one with the clerk of the United States court, one with the principal chief, one with the town authorities, and one with the Commission to the Five Civilized Tribes.

36. All town lots shall be appraised by said committee at their true present value, excluding improvements, and separate appraisements shall be made of all improvements on town lots, and no such appraisements shall be effective until approved by the Commission to the Five Civilized Tribes; and unless all the members of the town-site committee shall agree upon the value of any lot, the said commission shall fix the same.

37. Any person in rightful possession of any town lot having substantial and valuable buildings thereon shall have the right to purchase the same by paying one-half the amount of its appraised value in manner hereinafter prescribed.

38. If the owner of the improvements on any lot fails within sixty days to purchase and make the first payment on the same, such lot, with the improvements thereon, shall be sold at public auction to the highest bidder, under the direction of said commission, at a price not less than the true value of the lot and improvements; and the purchaser at such sale shall pay the owner of the improvements the price at which the lot and the improvements thereon shall be sold, less one-half of the appraised value of the lot, and shall pay one-half of the said appraised value of the lot into the subtreasury of the United States at St. Louis, Missouri, to the credit of the Creek (or Muskogee) tribe, under regulations to be established by said commission, in four installments, as herein provided.

39. All lots not having improvements thereon as aforesaid and not in rightful possession of any person, and all new unimproved lots laid out as aforesaid, shall be sold under the direction of said commission from time to time at public auction at not less than their appraised value, after proper advertisement, the purchase price to be paid as herein provided.

40. All persons who have purchased the right of occupancy from persons in legal possession prior to the date of signing of this agreement, holding unimproved lots or tracts of ground in towns, shall have the first right to purchase said lots or tracts by paying two-thirds of the amount of their appraised value, upon terms and conditions as herein provided.

41. After the completion of the appraisal of any town the town-site committee shall at once notify the person claiming the right of occupancy of each lot or tract of the amount at which his property has been appraised, and such person shall, within sixty days thereafter, make payment of ten per cent of the amount due, and four months thereafter he shall pay fifteen per cent additional and the remainder shall be paid in three equal annual installments without interest; provided that any amounts not paid when due shall thereafter bear interest at the rate of ten per cent per annum until paid; and if at the expiration of two years from the date of payment of the fifteen per cent default in either annual payment has been made, proceedings may be commenced in the United States court to enforce payment of all the purchase money as hereinafter provided.

42. If any inclosed or improved lands held or in possession of any citizen as his home, not heretofore laid out in town lots by him, shall be included within the survey and plat of any town, such citizen shall have the right to purchase all said inclosed or improved lands so occupied as a home at one-half of their appraised value as lots in such towns in manner as herein provided. The word "home" used in this provision shall be understood to mean lands used and occupied for ordinary homestead purposes, and shall not include lands which are separate and detached and used for purposes not necessary to the enjoyment of the homestead proper.

43. The purchaser of any lot shall have the privilege of paying the full amount in cash at any time, and shall thereupon be entitled to a deed.

44. Deeds to all lots shall be executed by the principal chief of the nation immediately upon full payment of the amount due, free of charge to the grauntee, conveying a fee-simple title; and all deeds shall be approved by the Secretary of the Interior.

45. The purchase money of all town lots shall be paid to a bonded officer to be designated by the Commission to the Five Civilized Tribes, and after deducting all sums necessary to be paid out as herein provided, the remainder shall be deposited in the subtreasury of the United States at St. Louis, Mo., to the credit of the Creek (or Muskogee) Nation.

46. No taxes shall be assessed by any town government against any town lot not

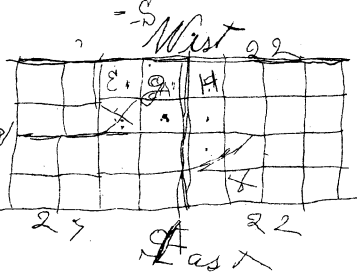
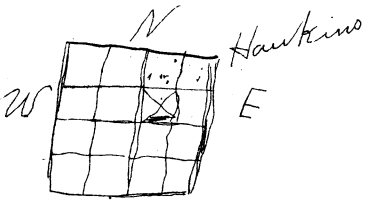
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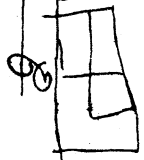
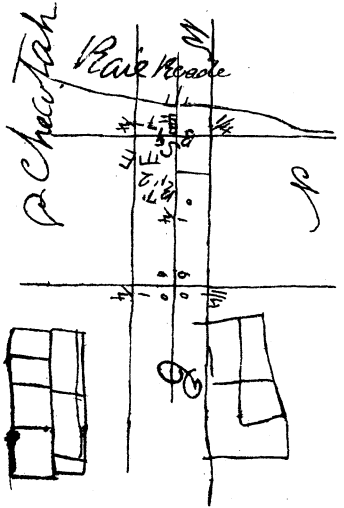


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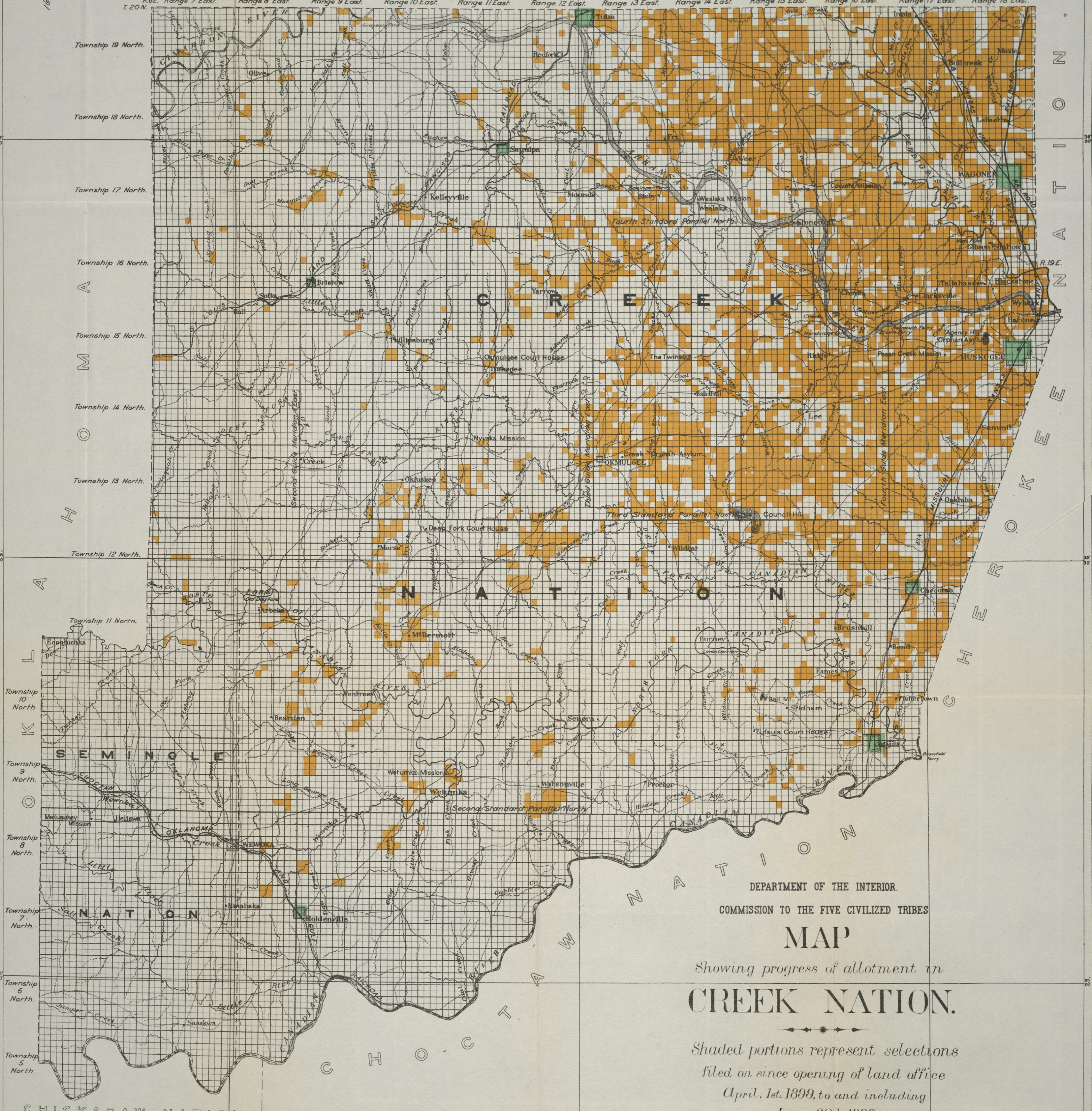


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OKLAHOMA. CHEROKEE NATION.

R.6E. Range 7 East. Range 8 East. Range 9 East. Range 10 East. Range 11 East. Range 12 East. Range 13 East. Range 14 East. Range 15 East. Range 16 East. Range 17 East. Range 18 East.



DEPARTMENT OF THE INTERIOR.
COMMISSION TO THE FIVE CIVILIZED TRIBES

MAP
Showing progress of allotment in
CREEK NATION.

Shaded portions represent selections
filed on since opening of land office
April, 1st, 1899, to and including
June, 30th, 1899.

CHICKASAW NATION

Compiled and Drawn by C.H. Dana.

Longitude West From Greenwich.

sold as herein provided, and such taxes levied against lots sold as herein provided shall constitute a lien upon the same after the purchase price thereof has been fully paid as herein provided, and not theretofore.

47. Each town-site committee may select and locate a cemetery within a suitable distance from each town, to embrace not to exceed twenty acres, which it shall appraise at not less than fifty dollars per acre; and any citizen in possession thereof shall be reimbursed for any improvements thereon belonging to him; and when the town shall have paid the amount of the appraisal, it shall be entitled to a patent for same as herein provided for titles to allottees; and said town shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds thereof to be applied to the proper improvement and care of said cemetery.

48. All town lots or parts of lots not exceeding in size fifty by one hundred and fifty feet, upon which schools, churches, and the parsonages belonging thereto have been erected, and which are occupied as such on the date of appraisal, shall be allotted to them gratis, and deeds therefor shall be executed in proper form to the proper trustees for the use and benefit of such institutions.

49. One hundred and sixty acres, including the capitol grounds, shall be set apart as a town site at Okmulgee, to be subject to purchase by citizens of the Creek Nation only.

50. All town lots purchased by any citizen in accordance with the provisions of this agreement shall be free from incumbrance by any debt contracted prior to the execution of the deed, except for improvements thereon.

51. All persons whomsoever may bid for and purchase lots sold at public auction.

52. All deferred payments of purchase money for town lots or tracts shall constitute a lien upon the property in favor of the Creek (or Muskogee) Tribe, and if default be made in any such payments, such liens shall be enforced in the United States courts within the jurisdiction of which the town is located in the same manner as vendor's liens are enforced under the laws of Arkansas, suit therefor to be brought in the name of the principal chief for the benefit of the tribe.

53. All sales of town lots or tracts, as herein provided, shall be made under the direction and supervision of the Commission to the Five Civilized Tribes, in such manner and at such times as may best promote the interests of the Creek (or Muskogee) Nation and the town; and said commission shall direct the method of making payments of all moneys accruing from sales of town lots or tracts, and shall cause to be paid out of same all sums to citizens for improvements, or for other purposes, as herein provided, when the same are payable out of the Creek (or Muskogee) funds, in carrying into effect the plan herein provided for town sites and for lands within the one-mile limit adjacent thereto; and the said commission shall do and perform all other things necessary to carry into effect such plan, not herein specifically enjoined upon others. Strict account of all receipts and disbursements shall be kept and monthly itemized report thereof made to the principal chief and to the Secretary of the Interior.

54. The United States shall pay all expenses incident to the surveying, platting, and disposition of town sites according to the terms of this agreement.

55. If any person claiming the right of occupancy or ownership of any improved or unimproved lot or tract of lands situated within the limits of any town shall fail to make purchase of same as herein provided, such lot or tract shall be sold at public auction at not less than its appraised value, after proper notice, the purchase price to be paid as herein provided.

MUNICIPAL CORPORATIONS.

56. Any municipal corporation in the Creek (or Muskogee) Nation having a *bona fide* population of one thousand or more shall have authority to issue bonds for the construction of sewers and waterworks, the improvements of streets and for lighting the town; but before any such bonds shall be issued, the mayor and common council of such corporation shall cause an election to be held in the town and shall cause to be published in a newspaper of general circulation published in the town a notice of the time and place or places of holding such election. Such notices shall be given at least thirty days before the election. No person shall be permitted to vote at such election who is not a qualified elector and owner of real or personal property, subject to taxation within the town. In case two-thirds of such electors shall vote for the issuance of bonds, then the mayor and common council shall have authority to issue bonds and not otherwise.

COURTS AND JURISDICTION.

57. The United States courts now existing or that may hereafter be created in Indian Territory shall have exclusive jurisdiction of all controversies growing out of the title, ownership, occupation, or use of real estate in the territory occupied by the Creek (or Muskogee) Nation, and to try all persons charged with homicide, em-

bezzlement, bribery, and embracery hereafter committed in the territory of said nation, without reference to the race or citizenship of the person or persons charged with any such crime, and any citizen or officer of said nation charged with any such crime shall be tried, and if convicted, punished as though he were a citizen or officer of the United States; and the courts of said nation shall have all the jurisdiction and powers which they possessed prior to the acts of Congress approved June 7th, 1897, and June 28th, 1898, and the powers or jurisdiction of said courts which were destroyed or taken away by said acts of Congress are hereby restored except as herein transferred to the courts of the United States.

58. The places of holding court shall be, in addition to those now designated by law, the towns of Tulsa and Eufaula.

CLAIMS.

59. All claims of whatever nature, including the "loyal Creek claim," under article 4 of the treaty of 1866, and the "self-emigration claim," under article 12 of the treaty of 1832, which the Creek (or Muskogee) Nation or individuals thereof may have against the United States, or any other claims arising under the operation of the treaty of 1866, or any claim which the United States may have against the said nation shall be submitted to the Senate of the United States as a board of arbitration; and all such claims against the United States shall be presented within one year from the date hereof, and within two years from the date hereof the Senate of the United States shall make final determination; and in the event that any moneys are awarded to the Creek (or Muskogee) Nation or to individuals thereof by the United States, provision shall be made for the immediate payment of the same.

ROLLS OF CITIZENSHIP.

60. The rolls of Creek citizens shall be as of June 30, 1899, and the names of all persons then living, entitled to enrollment on that date, and none others, except persons whose citizenship cases are on appeal in the United States courts in Indian Territory or the Supreme Court of the United States, according to law, and thereafter determined, shall be placed on said rolls,

61. No child born to any citizen after June 30, 1899, shall be entitled to enrollment.

62. Said rolls shall in all other respects be made in strict compliance, except as herein provided, with the provisions of section 21 of the act of Congress of June 28, 1898, entitled "An act for the protection of the people of the Indian Territory, and for other purposes." Should any citizen so enrolled or entitled to enrollment as herein provided die after June 30, 1899, his share of the lands of the Creeks, to which he would be entitled if living, shall descend to his heirs according to the laws of descent and distribution of the State of Arkansas.

63. No person who has been enrolled by the Commission to the Five Civilized Tribes as a citizen of any other tribe shall be enrolled as a citizen of the Creek (or Muskogee) Nation.

64. The Commission to the Five Civilized Tribes, in making rolls of Creek freedmen, shall enroll only the names of such persons as are found on the roll made by J. W. Dunn, under authority of the United States, prior to March 14, 1867, and all lawful descendants born since the date of said roll to persons whose names are found thereon. This provision shall not be construed to abrogate or set aside the judgments of the Commission to the Five Civilized Tribes or the Federal courts, under acts of Congress granting authority to hear and determine applications for citizenship in the Five Civilized Tribes.

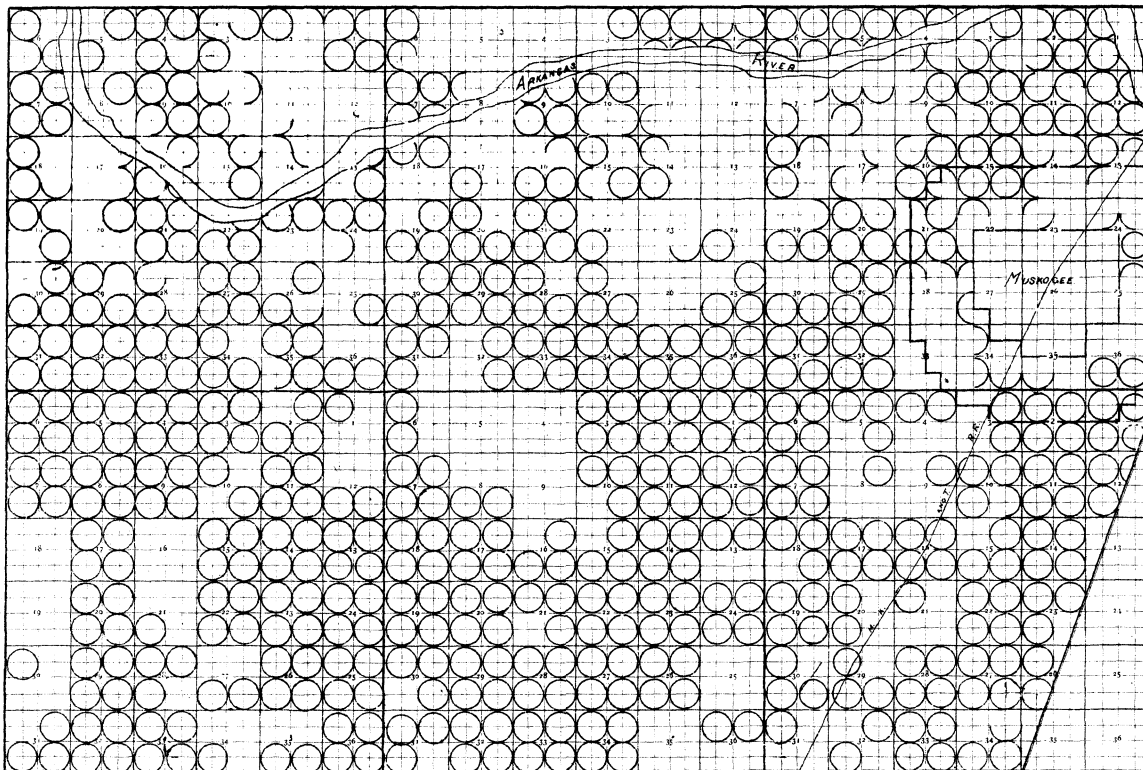
FORM OF GOVERNMENT.

65. The executive and legislative departments, and the judicial department as herein modified, of the Creek (or Muskogee) Nation shall continue, but nothing herein contained shall be considered as an abrogation of the power of Congress to pass such legislation as it may deem necessary with reference to said tribe.

66. No act, ordinance, or resolution of the council of the Creek (or Muskogee) Nation shall be of any validity until approved by the President of the United States, except appropriations for the regular and necessary expenses of the government in conducting its affairs, the necessity of such expenses to be determined by the Secretary of the Interior, or for the collection of what is due from the United States to the said nation under contracts made according to the laws of the United States in such cases provided.

MISCELLANEOUS.

67. The United States shall provide by law for proper record of land titles in the territory occupied by the Creek (or Muskogee) Nation.

Township No
15Township No
14

Memorandum diagram used by Selection Clerk in Mustegee
Land Office to facilitate work of determining whether or not
land applied for has yet been filed upon.

Circle	indicates	160	Acre	upon	which	filing	has	been	made
Half Circle	"	80	"	"	"	"	"	"	"
Quarter Circle	"	40	"	"	"	"	"	"	"

Commission to the Five Civilized Tribes.

APPLICATION FOR ALLOTMENT.

CREEK NATION.

MUSKOGEE LAND OFFICE.

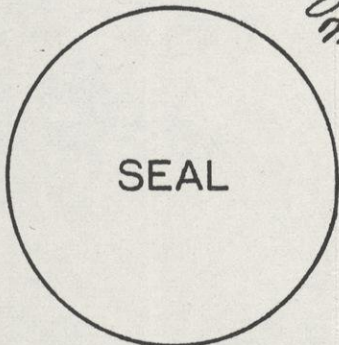
I, Isaac Tiger do hereby make application to have set apart to me, and to those whom I lawfully represent, lands selected by me, as follows:

Roll Number	NAMES	Relationship to Person First Named	SUBDIVISION OF	Section	Town	Range	Acres	100ths
	Isaac Tiger		S. 1/2 of NE 1/4 and Lots 1 and 2	1	17	12	160	48
	Mary Tiger	Wife	SE 1/4	27	17	14	160	—
	Rosa Clinton	Step Dan.	SW 1/4	27	17	14	160	—
	Hannah Boonhead	.. Cousin	SE 1/4	1	17	12	160	—
	Nacey Boonhead	" "	NE 1/4	12	17	12	160	—

I, Isaac Tiger, do solemnly swear, that I have in person actually been upon the lands so selected by me for myself and for those whom I represent, as above described, and am fully informed as to the location of the same, and the character of the soil; that said lands are suitable for homes, and that I have in good faith selected such lands, and will accept the same in allotment to myself, and to those whom I represent, and that no part of said lands is lawfully held by any other member of the Creek Tribe.

Witnesses as to mark
J. J. [unclear]
M. S. Green.

Isaac X Tiger
 his mark.



Subscribed and sworn to before me at Muskogee, I. T.,
 this 3rd day of August, A. D. 1899.

[Signature]
 Commissioner.

Approved and Certificates issued this 3rd day of August, A. D. 1899.

68. This agreement shall in no wise affect the provisions of existing treaties between the Creek (or Muskogee) Nation and the United States, except so far as it is inconsistent therewith.

69. The United States agrees to maintain strict laws in the territory of the Creek (or Muskogee) Nation against the introduction, sale, barter, or giving away of liquors and intoxicants of any kind.

70. No leases of the public domain of the Creek (or Muskogee) Nation heretofore made, for grazing or other purposes, shall be of any validity from and after the ratification of this agreement.

71. The provisions of section 13 of the act of Congress approved June 28, 1898, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall not apply to or in any manner affect the property of the Creek (or Muskogee) Nation or be in force therein.

72. The Creek (or Muskogee) Nation shall not be included in any state or organized territory without its consent, except such state or territory shall include only the lands of the Five Civilized Tribes and such other smaller tribes as are contiguous thereto.

73. All lands granted and heretofore selected according to the provisions of article 13 of the treaty of 1866, or the laws of the Creek Nation, by any religious society or denomination for missionary or educational purposes, are reserved from allotment, and all rights accruing thereunder are hereby confirmed.

74. The inconvenience and damage resulting to families by reason of the removal and rearrangement of fences and other improvements, the running of new roads, and crossing of streams caused by the allotment of lands provided for in this agreement shall be assessed by the allotting agents, and the damage, if any there be, shall be paid by the Government of the United States to the allottees so damaged.

75. All funds of the tribe and all moneys accruing under the provisions of this agreement deposited in the subtreasury of the United States at St. Louis, Missouri, to the credit of the Creek (or Muskogee) Nation, when needed for the purpose of equalizing allotments, shall be paid out on the order of the Secretary of the Interior; and when required for per capita payment, ordered by an act of the national council and approved by the President of the United States, shall be paid out by a bonded officer, without expense to the Creek (or Muskogee) Nation and without unnecessary delay.

76. This agreement shall be binding on the United States when ratified by Congress, and on the Creek (or Muskogee) Nation, party hereto, when ratified by the citizens thereof, by a majority of the whole number of votes cast by the legal voters of said tribe, in the following manner, to wit: The principal chief shall, within ten days from the date hereof, make public proclamation that the agreement shall be voted on at a special election to be held for that purpose, and shall appoint the necessary officers of each precinct to hold said election. All male members of such tribe qualified to vote under the tribal laws shall have the right to vote at the election precinct most convenient to his home; provided that no persons whose right to citizenship in said tribe is questioned in proceedings before any United States court shall be permitted to vote at said election; and the votes cast shall be forthwith returned, duly certified by the election officers to the principal chief, who shall at once call an extra session of the national council for the purpose of canvassing and announcing the vote, according to the provisions of chapter 8, section 229, of the Compilation of the Laws of the Creek (or Muskogee) Nation of 1893, so far as the same shall be applicable, and make proclamation of the result; and the votes shall be counted in the presence of the Commission to the Five Civilized Tribes.

In witness whereof the said Commissioners do hereunto affix their names at Muskogee, Indian Territory, this the first day of February, A. D. eighteen hundred and ninety-nine.

TAMS BIXBY, *Acting Chairman*,
ARCHIBALD S. MCKENNON,
THOMAS B. NEEDLES,

Commission to the Five Civilized Tribes.

ALLISON L. AYLESWORTH, *Secretary.*

ROLEY MCINTOSH, *Chairman*,
JOHN (his x mark) REED,
LAMBERT (his x mark) SCOTT,
G. W. GRAYSON,
L. C. PERRYMAN,
ISPARHECHER (his x mark), *Ex-Officio*,
Creek Commission.

SAM GRAYSON, *Secretary.*

APPENDIX NO. 1.

LEGISLATION AFFECTING WORK OF FIVE TRIBES COMMISSION PRIOR TO JUNE 28, 1898.

[Act of March 3, 1893.]

SEC. 16. The President shall nominate and, by and with the advice and consent of the Senate, shall appoint three commissioners to enter into negotiations with the Cherokee Nation, the Choctaw Nation, the Chickasaw Nation, the Muscogee (or Creek) Nation, the Seminole Nation, for the purpose of extinguishment of the national or tribal title to any lands within that territory now held by any and all of such nations or tribes, either by cession of the same or some part thereof to the United States, or by the allotment and division of the same in severalty among the Indians of such nations or tribes, respectively, as may be entitled to the same, or by such other method as may be agreed upon between the several nations and tribes aforesaid, or each of them, with the United States, with a view to such an adjustment, upon the basis of justice and equity, as may, with the consent of such nations or tribes of Indians, so far as may be necessary, be requisite and suitable to enable the ultimate creation of a State or States of the Union which shall embrace the lands within said Indian Territory.

The commissioners so appointed shall each receive a salary, to be paid during such time as they may be actually employed, under direction of the President, in the duties enjoined by this act, at the rate of five thousand dollars per annum, and shall also be paid their reasonable and proper expenses incurred in prosecution of the objects of this act, upon accounts therefor to be rendered to and allowed by the Secretary of the Interior from time to time. That such commissioners shall have power to employ a secretary, a stenographer, and such interpreter or interpreters as may be found necessary to the performance of their duties, and by order to fix their compensation, which shall be paid, upon the approval of the Secretary of the Interior, from time to time, with their reasonable and necessary expenses, upon accounts to be rendered as aforesaid; and may also employ, in like manner and with the like approval, a surveyor or other assistant or agent, which they shall certify in writing to be necessary to the performance of any part of their duties.

Such commissioners shall, under such regulations and directions as shall be prescribed by the President, through the Secretary of the Interior, enter upon negotiation with the several nations of Indians as aforesaid in the Indian Territory, and shall endeavor to procure, first, such allotment of lands in severalty to the Indians belonging to each such nation, tribe, or band, respectively, as may be agreed upon as just and proper to provide for each such Indian a sufficient quantity of land for his or her needs, in such equal distribution and apportionment as may be found just and suited to the circumstances; for which purpose, after the terms of such an agreement shall have been arrived at, the said commissioners shall cause the land of any such nation, or tribe, or band to be surveyed and the proper allotment to be designated; and, secondly, to procure the cession, for such price and upon such terms as shall be agreed upon, of any lands not found necessary to be so allotted or divided, to the United States; and to make proper agreements for the investment or holding by the United States of such moneys as may be paid or agreed to be paid to such nation, or tribes, or bands, or to any of the Indians thereof, for the extinguishment of their¹ therein. But said commissioners shall, however, have power to negotiate any and all such agreements as, in view of all the circumstances affecting the subject, shall be found requisite and suitable to such an arrangement of the rights and interests and affairs of such nations, tribes, bands, or Indians, or any of them, to enable the ultimate creation of a Territory of the United States with a view to the admission of the same as a State in the Union.

The commissioners shall, at any time, or from time to time, report to the Secretary of the Interior their transactions and the progress of their negotiations, and shall, at any time, or from time to time, if separate agreements shall be made by them with any nation, tribe, or band in pursuance of the authority hereby conferred, report the same to the Secretary of the Interior for submission to Congress for its consideration and ratification.

For the purposes aforesaid there is hereby appropriated, out of any moneys in the Treasury of the United States, the sum of fifty thousand dollars, to be immediately available.

Neither the provisions of this section nor the negotiations or agreements which may be had or made thereunder shall be held in any way to waive or impair any right of sovereignty which the Government of the United States has over or respecting said Indian Territory or the people thereof, or any other right of the Government relating to said Territory, its lands, or the people thereof.

Approved, March 3, 1893.

¹ Word or words apparently omitted.

[Act of March 2, 1895.]

For continuing the work of the commission appointed under section sixteen of the act entitled "An act making appropriations for current and contingent expenses and fulfilling treaty stipulations with Indian tribes for fiscal year ending June thirtieth, eighteen hundred and ninety-four," approved March third, eighteen hundred and ninety-three, including the unexpended balance of the present appropriation, thirty thousand dollars, to be immediately available; and the President is hereby authorized to appoint two additional members of said commission, who shall receive the compensation and expenses provided in said act for members of said commission: *Provided*, That so much of said act as authorizes the employment of a stenographer and a surveyor, or other assistant or agent, is hereby repealed.

[Act of June 10, 1896.]

For salaries and expenses of the commissioners appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, the sum of forty thousand dollars, to be immediately available; and said commission is directed to continue the exercise of the authority already conferred upon them by law and endeavor to accomplish the objects heretofore prescribed to them and report from time to time to Congress.

That said commission is further authorized and directed to proceed at once to hear and determine the application of all persons who may apply to them for citizenship in any of said nations, and after said hearing they shall determine the right of said applicant to be so admitted and enrolled: *Provided, however*, That such application shall be made to such commissioners within three months after the passage of this act. The said commission shall decide all such applications within ninety days after the same shall be made. That in determining all such applications said commission shall respect all laws of the several nations or tribes, not inconsistent with the laws of the United States, and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes: *And provided further*, That the rolls of citizenship of the several tribes as now existing are hereby confirmed, and any person who shall claim to be entitled to be added to said rolls as a citizen of either of said tribes and whose right thereto has either been denied or not acted upon, or any citizen who may within three months from and after the passage of this act desire such citizenship, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, and such court or committee shall determine such application within thirty days from the date thereof.

In the performance of such duties said commission shall have power and authority to administer oaths, to issue process for and compel the attendance of witnesses, and to send for persons and papers, and all depositions and affidavits and other evidence in any form whatsoever heretofore taken where the witnesses giving said testimony are dead or now residing beyond the limits of said Territory, and to use every fair and reasonable means within their reach for the purpose of determining the rights of persons claiming such citizenship, or to protect any of said nations from fraud or wrong, and the rolls so prepared by them shall be hereafter held to be the true and correct rolls of persons entitled to the rights of citizenship in said several tribes: *Provided*, That if the tribe, or any person, be aggrieved with the decision of the tribal authorities or the commission provided for in this act, it or he may appeal from such decision to the United States district court: *Provided, however*, That the appeal shall be taken within sixty days, and the judgment of the court shall be final.

That the said commission, after the expiration of six months, shall cause a complete roll of citizenship of each of said nations to be made up from their records, and add thereto the names of citizens whose right may be conferred under this act and said rolls shall be, and are hereby, made rolls of citizenship of said nations or tribes, subject, however, to the determination of the United States courts, as provided herein.

The commission is hereby required to file the lists of members as they finally approve them with the Commissioner of Indian Affairs to remain there for use as the final judgment of the duly constituted authorities. And said commission shall also make a roll of freedmen entitled to citizenship in said tribes and shall include their names in the lists of members to be filed with the Commissioner of Indian Affairs. And said commission is further authorized and directed to make a full report to Congress of leases, tribal and individual, with the area, amount and value of the property leased and the amount received therefor, and by whom and from whom said property is leased, and is further directed to make a full and detailed report as to the excessive holdings of the members of said tribes and others.

It is hereby declared to be the duty of the United States to establish a government in the Indian Territory which will rectify the many inequalities and discriminations now existing in said Territory, and afford needful protection to the lives and property of all citizens and residents thereof.

[Act of June 7, 1897.]

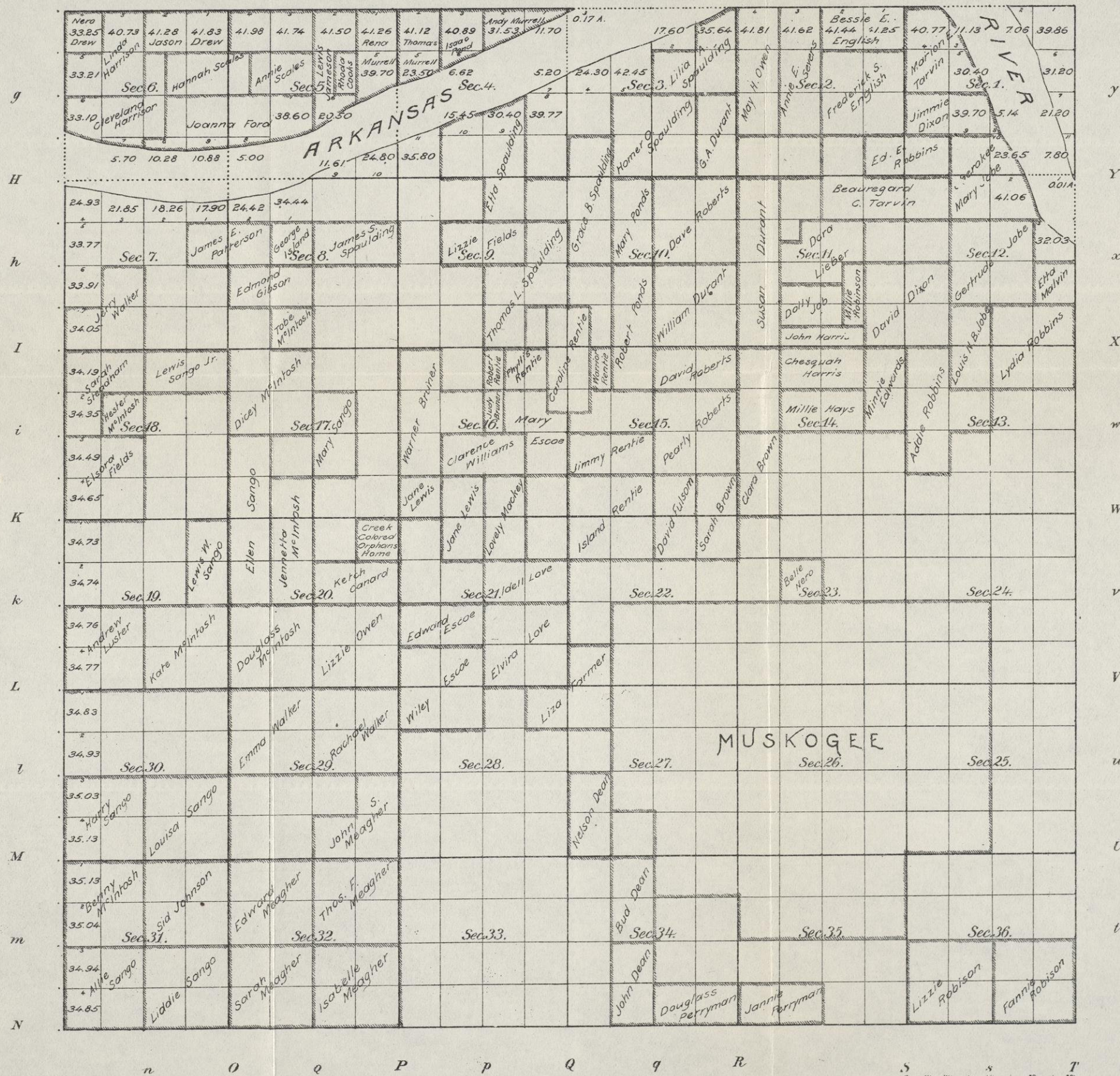
For salaries of the commissioners appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty-five thousand dollars; for expenses of commissioners and necessary expenses of employees, ten thousand dollars, of which sum so much as may be necessary for expenses of employees for eighteen hundred and ninety-seven, to be immediately available: *Provided*, That two dollars per diem for expenses of a clerk detailed as special disbursing agent from date of original detail by Interior Department, while on duty with the commission, shall be paid therefrom; for clerical help, including secretary of commission, five thousand six hundred dollars; for contingent expenses of the commission, one thousand four hundred dollars; in all, forty-two thousand dollars: *Provided*, That out of the appropriations for salaries and expenses of said commissioners for the fiscal year ending June thirtieth, eighteen hundred and ninety-seven, and prior years, there shall be paid for services heretofore performed, to F. E. Willie, twenty-seven dollars; A. W. Dickey, thirty-nine dollars; W. H. McClendon, thirty-three dollars; Henry Stroup, five hundred dollars; N. L. Steele, one hundred dollars: *And provided further*, The disbursing agent of said commission may reimburse A. S. McKennon out of said fund fifty dollars heretofore paid by him to W. S. Olive for services. That the commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship except an interest in the Choctaw annuities: *Provided further*, That on and after January first, eighteen hundred and ninety-eight, the United States courts in said Territory shall have original and exclusive jurisdiction and authority to try and determine all civil causes in law and equity thereafter instituted and all criminal causes for the punishment of any offense committed after January first, eighteen hundred and ninety-eight, by any person in said Territory, and the United States commissioners in said Territory shall have and exercise the powers and jurisdiction already conferred upon them by existing laws of the United States as respects all persons and property in said Territory; and the laws of the United States and the State of Arkansas in force in the Territory shall apply to all persons therein, irrespective of race, said courts exercising jurisdiction thereof as now conferred upon them in the trial of like causes; and any citizen of any one of said tribes otherwise qualified who can speak and understand the English language may serve as a juror in any of said courts.

That said commission shall continue to exercise all authority heretofore conferred on it by law to negotiate with the Five Tribes, and any agreement made by it with any of said tribes, when ratified, shall operate to suspend any provisions of this act if in conflict therewith as to said nation: *Provided*, That the words "rolls of citizenship," as used in the act of June tenth, eighteen hundred and ninety-six, making appropriations for current and contingent expenses of the Indian department and fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety-seven, shall be construed to mean the last authenticated rolls of each tribe which have been approved by the council of the nation, and the descendants of those appearing on such rolls, and such additional names and their descendants as have been subsequently added, either by the council of such nation, the duly authorized courts thereof, or the commission under the act of June tenth, eighteen hundred and ninety-six. And all other names appearing upon such rolls shall be open to investigation by such commission for a period of six months after the passage of this act. And any name appearing on such rolls and not confirmed by the act of June tenth, eighteen hundred and ninety-six, as herein construed, may be stricken therefrom by such commission where the party affected shall have ten days' previous notice that said commission will investigate and determine the right of such party to remain upon such roll as a citizen of such nation: *Provided, also*, That any one whose name shall be stricken from the roll by such commission shall have the right of appeal, as provided in the act of June tenth, eighteen hundred and ninety-six.

That on and after January first, eighteen hundred and ninety-eight, all acts, ordinances, and resolutions of the council of either of the aforesaid Five Tribes passed shall be certified immediately upon their passage to the President of the United States and shall not take effect, if disapproved by him, or until thirty days after their passage: *Provided*, That this act shall not apply to resolutions for adjournment, or any acts, or resolutions, or ordinances in relation to negotiations with commissioners heretofore appointed to treat with said tribes.

Fractional Township N^o 15 North Range N^o 18 East of the Indian Meridian, Indian Territory.

G f F e E d D c C b B a A



Showing method of platting selections as made

The measurements and areas on the above plat are a correct copy from the map of the survey of Fractional Township 15 North, Range 18 East, of the Indian Base and Meridian, as made by the U.S. Geological Survey.

U.S. Commission to the
Five Civilized Tribes.
Muskogee, I.T., April 1, 1899.

Acting-Chairman.

[Act of July 1, 1893.]

For salaries of four Commissioners appointed under Acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That the number of said Commissioners is hereby fixed at four. For expenses of Commissioners and necessary expenses of employees, fifteen thousand dollars, to be immediately available: *And provided further*, That three dollars per diem for expenses of a clerk detailed as special disbursing agent by Interior Department, while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters, six thousand six hundred dollars, and authority is hereby given for the payment of such interpreters as may have been employed and paid by said Commission during the fiscal year eighteen hundred and ninety-eight; for contingent expenses of the Commission, one thousand eight hundred dollars; in all, forty-three thousand four hundred dollars.

That said Commission shall continue to exercise all authority heretofore conferred on it by law.

Appeals shall be allowed from the United States courts in the Indian Territory direct to the Supreme Court of the United States to either party, in all citizenship cases, and in all cases between either of the Five Civilized Tribes and the United States involving the constitutionality or validity of any legislation affecting citizenship, or the allotment of lands, in the Indian Territory, under the rules and regulations governing appeals to said court in other cases: *Provided*, That appeals in cases decided prior to this Act must be perfected in one hundred and twenty days from its passage; and in cases decided subsequent thereto, within sixty days from final judgment; but in no such case shall the work of the Commission to the Five Civilized Tribes be enjoined or suspended by any proceeding in, or order of, any court, or of any judge, until after final judgment in the Supreme Court of the United States. In case of appeals, as aforesaid, it shall be the duty of the Supreme Court to advance such cases on the docket and dispose of the same as early as possible.

[Act of March 1, 1899.]

For salaries of four commissioners, appointed under Acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That the number of said commissioners is hereby fixed at four. For expenses of commissioners and necessary expenses of employees, sixty thousand dollars: *And provided further*, That three dollars per diem for expenses of a clerk detailed as special disbursing agent by Interior Department, while on duty with the commission, shall be paid therefrom; for clerical help, including secretary of the commission and interpreters, thirty-nine thousand nine hundred and eighty dollars; for contingent expenses of the commission, three thousand five hundred dollars; in all, one hundred and twenty-three thousand four hundred and eighty dollars.

That said commission shall continue to exercise all authority heretofore conferred on it by law.

[Act of March 3, 1899].

(Deficiency bill.)

* * * To begin allotments, thirty thousand dollars; * * *

APPENDIX NO. 5.

[Court of Claims. No. 17209. February 3, 1896.]

MOSES WHITMIRE, TRUSTEE FOR THE FREEDMEN OF THE CHEROKEE NATION, v.
THE CHEROKEE NATION AND THE UNITED STATES.

It appearing that since the entry of the decree filed May 8, 1895, the defendant, the Cherokee Nation, has filed motions for a rehearing and new trial, and an application for an appeal from said decree to the Supreme Court, which motions have not been heard and which application for an appeal has not yet been allowed; and it appearing that both parties are desirous of avoiding further litigation and have agreed that if the court shall see fit to modify said decree it will be accepted as final,

Now, on motion by the attorney for the complainant, the defendant consenting thereto, it is ordered that the said decree be vacated and set aside and that the following decree be entered as the final decree in this case:

Court of Claims.

MOSES WHITMIRE, trustee for the freedmen of the Cherokee Nation v. The Cherokee Nation and the United States. No. 17209.

At a sitting of the Court of Claims in the city of Washington, this 3d day of February, 1896,

This cause coming on to be heard upon the amended petition, answer, agreed facts, and arguments submitted by the parties, respectively, and the court having heard the same and considered the just rights in law and equity of the freedmen of the Cherokee Nation, including all persons who had been liberated by voluntary act of their owners or by law, and all free colored persons who resided in the Cherokee country at the commencement of the rebellion and resided therein July 19, 1866, or returned thereto within six months thereafter, and their descendants who are settled and incorporated into the Cherokee Nation, in pursuance of the authority vested in the court by act of Congress entitled "An act to refer to the Court of Claims certain claims of the Shawnee and Delaware Indians and the freedmen of the Cherokee Nation, and for other purposes," approved October 1, 1890.

And it appearing to the court that under the provisions of article 9 of the treaty of July 19, 1866, made by and between the Cherokee Nation and the United States, the said freedmen, who had been liberated by voluntary act of their former owners or by law, and all free colored persons who resided in the Cherokee country at the commencement of the rebellion and were residents therein at the date of said treaty, or who had returned thereto within six months of said last-mentioned date, and their descendants, were admitted into and became a part of the Cherokee Nation and entitled to equal rights and immunities, and to participate in the Cherokee national funds and common property in the same manner and to the same extent as Cherokee citizens of Cherokee blood.

It further appearing to the court that under and by virtue of an act entitled "An act making appropriations for current and contingent expenses, and for fulfilling treaty stipulations with Indian tribes for the fiscal year ending June 30, 1894," approved March 3, 1893, it was provided for the payment to the Cherokee Nation of the sum of \$8,595,736, the same to be in full consideration of all the right, title, interest, and claim which said nation might have in the lands lying west of 96° west longitude, commonly known as the Cherokee Outlet; and it further appearing that of the said sum \$8,595,736 the sum of \$295,756 was appropriated by said act out of the Treasury of the United States and made immediately available, and that the balance thereof, to wit, \$8,300,000, was made payable in five annual installments, the first to be payable on the 4th day of March, 1895, and all deferred payments to bear interest at the rate of 4 per centum per annum, and that a sufficient amount of the money provided in said act should be paid for the purchase of said Cherokee Outlet to pay the Delawares and Shawnees their pro rata share of said outlet, should remain in the Treasury of the United States until the status of said Delaware and Shawnee Indians should be determined by the courts of the United States before which their suits were then pending, also a sufficient amount to pay the freedmen, who are Cherokee citizens, as the same shall be determined by the courts; and the said act further providing that if the legislative council of the Cherokee Nation should deem it more advantageous to their people they might issue a loan for the principal and interest of the deferred payments, pledging said amounts of interest and principal to secure payment of such debt; and it appearing to the court that said Cherokee Nation has borrowed from the Union Trust Company of New York the sum of \$6,640,000, and pledged as security therefor the four payments as aforesaid, falling due after the 4th day of March, 1895, and that the payment falling due on the said 4th day of March, 1895, amounting to \$1,660,000 has been retained in the Treasury of

the United States from which to pay the Delawares, Shawnees, and freedmen, as hereinbefore set forth; and it further appearing to the court that the said \$6,640,000, so borrowed by the Cherokee Nation, has been distributed to the Cherokee citizens of Cherokee blood, to the exclusion of the complainants, the aforesaid freedmen and free colored persons and their descendants as well as the two funds of \$300,000, each distributed by the act of the Cherokee council, of date April 26, 1886, and November 25, 1890, as charged in the amended petition in this case.

It is ordered, adjudged, and decreed that so much of the acts of the Cherokee national council of date April 26, 1886, November 25, 1890, and May 3, 1894, as restricts the distribution of funds which were derived from the public domain and from the sale of lands by the Cherokee Nation to the Government of the United States to citizens of the nation by blood be held and decreed void and contrary to and in derogation of the constitution of the Cherokee Nation and the provisions and stipulations of article 9 of the aforesaid treaty of July 19, 1866, with respect to the rights of said freedmen who had been liberated by voluntary act of their former owners or by law, and all free colored persons who resided in the Cherokee country at the commencement of the rebellion and who on the said date resided therein, or who returned thereto within six months thereafter, and their descendants; and that the said Cherokee Nation or its trustees, the United States, account for, render, and pay to the aforesaid freedmen and free colored persons and their descendants, out of any funds of the said nation in its national treasury, or in the custody of the United States as trustee, or held by agreement between said nation and the United States for the purpose of satisfying the decree herein rendered, not specifically appropriated by law to other purposes, or out of funds which may hereafter come to the possession of said trustee belonging to the Cherokee Nation, a sum equal to the aggregate amount which said freedmen and free colored persons and their descendants would have received if the before-mentioned void and unconstitutional restrictions in said statutes had not existed.

And it is further adjudged and decreed that the complainants in this suit and those whom they represent, being the freedmen and free colored persons aforesaid and their descendants living and in being on the 3d day of May, 1894, are entitled to participate hereafter in the common property of the Cherokee Nation in the same manner and to the same extent as Cherokee citizens of Cherokee blood or parentage may be entitled, and that in the distribution of the proceeds and avails of the public domain or common property of the nation among the citizens thereof by distribution per capita at any time hereafter, the defendant, the Cherokee Nation, and the defendant, the United States, as trustee of the Cherokee Nation, be enjoined and prohibited from making any discrimination between the Cherokee citizens of Cherokee blood or parentage and Cherokee citizens who are or were freedmen who had been liberated by voluntary act of their former owners or by law, as well as all free colored persons who were in the Cherokee country at the commencement of the rebellion and were residents therein at the date of said treaty, or who returned thereto within six months thereafter, and their descendants, to the prejudice of the latter.

It being understood that the freedmen and their descendants and free colored persons above referred to shall include only such persons of said class as have not forfeited or abjured their citizenship of said Cherokee Nation at the date of the entering of this decree.

And it is further adjudged and decreed, with respect to the participation of said freedmen and free colored persons aforesaid and their descendants in the three funds referred to in the three statutes of the Cherokee Nation hereinbefore declared to be void and unconstitutional, that the Cherokees by blood having received a sum which amounts at the date hereof to \$7,240,000, in which the said freedmen and free colored persons aforesaid and their descendants were entitled to have and participate in the distribution of said sum; and for the purpose of fixing an amount thereof which ought to be distributed among said freedmen and free colored persons and their descendants, it is further adjudged and decreed that said freedmen and free colored persons and their descendants are entitled to have and receive the sum of \$903,365 out of the sum last aforesaid, after deducting the amounts hereinafter allowed and decreed to be paid to the trustee herein as his compensation for services as trustee and the attorney of record of the complainant herein, and the other expenses incident to the ascertainment and payment of the complainants, the freedmen, as hereinafter provided, such balance remaining to be paid by the Secretary of the Interior to the freedmen and free colored persons aforesaid and their descendants, per capita, who would have been entitled to receive the same if the unconstitutional restrictions and discriminations in said statutes had not existed. Such payments to be made upon a roll of said freedmen and free colored persons and their descendants as prepared and approved by the Secretary of the Interior, in accordance with provisions hereinafter set forth in this decree.

And it is further ordered and adjudged that, for the purpose of ascertaining and

determining who are the individual freedmen of the Cherokee Nation now entitled to share in the distribution of the said sum of \$903,365, the Secretary of the Interior be authorized to appoint three commissioners, one on the nomination of the complainant and one on the nomination of the defendant, the Cherokee Nation, but both nominations to be approved by him, to proceed to the Cherokee country and hear the testimony both for and against the identity of all freedmen, free colored persons, and their descendants, claiming to be entitled to share in the distribution of said \$903,365, that may be offered by the respective parties to this suit; and that each of said parties shall be entitled to be represented before said commissioners, either at the taking of testimony in the Cherokee country or elsewhere; and that the said commissioners, in ascertaining the identity of the freedmen entitled to share under this decree, shall accept what is known as the authenticated Cherokee roll, the same now being on file in the office of the Secretary of the Interior, having been furnished to him and purporting to have been taken by the Cherokee Nation in 1880 for the purpose of showing the number of freedmen then entitled to citizenship in the said nation under the terms of the treaty between the United States and the Cherokee Nation hereinbefore referred to, and their descendants; and the said commissioners shall ascertain who of said persons named on said roll were alive and what descendants of said persons were alive on May 3, 1894, and no evidence shall be accepted by said commission tending to disprove the citizenship of any of the persons whose names appear upon said roll.

And it is further ordered and directed that when the foregoing roll so reported by the said commissioners shall be approved by the Secretary of the Interior, he will cause the amount remaining of the fund of \$903,365, after deducting the cost and expenses herein directed to be paid by the complainants, to be paid and distributed to the persons entitled thereto, such payments, however, not to exceed \$256.34 per capita, and the cost of distribution and payment likewise being a charge upon the fund of the complainants so to be distributed, pursuant to the act of March 2, 1895, section 11.

And it is further directed that the amount of \$6,500, or so much thereof as may be necessary, is hereby allowed for the compensation of the said commissioners and the necessary costs and expenses incidental to the ascertainment of the individual complainants by them as hereinbefore provided; and it is hereby adjudged that one-half of such compensation and expenses shall be paid by the complainants and deducted from the recovery in this suit, and that the remaining one-half part of such compensation and expenses shall be paid by the defendant, the Cherokee Nation, in addition to the costs hereinafter adjudged against the said defendant. And the Secretary of the Interior is authorized to fix the compensation of said commissioners and to advance for the necessary and immediate expenses of making the rolls as hereinbefore provided such amount as he may deem advisable.

There is further adjudged and decreed to Robert H. Kern, the attorney of record for complainant, for compensation and counsel fees, including the compensation of all associate counsel and the expenses and disbursements incident to the litigation, 2 per cent of the amount of the recovery, to wit, \$18,067.30, which amount it is adjudged shall be paid by the Secretary of the Treasury of the United States to the said Robert H. Kern, out of the funds hereinbefore mentioned, now in his hands, and that the same when so paid shall be charged to the defendant, the Cherokee Nation.

And there is further decreed and adjudged to the said Robert H. Kern, attorney of record of the complainants, for compensation and counsel fees, including the compensation of all associate counsel and the expenses and disbursements to the litigation, 4 per cent upon the amount of the recovery, to wit, \$36,134, which amount it is adjudged shall be paid by the Secretary of the Treasury of the United States out of the funds hereinbefore mentioned, now in his hands, and shall be a charge against the freedmen of the Cherokee Nation, and paid out of the funds hereinbefore awarded to them.

It is further adjudged and decreed that Moses Whitmire, as trustee of the complainants, be allowed for compensation for his services as such, including expenses and disbursements made by him, the sum of \$5,000, which amount it is adjudged shall be paid to said trustee by the Secretary of the Treasury of the United States out of the funds hereinbefore mentioned, now in his hands, and shall be a charge against the freedmen of the Cherokee Nation, and paid out of the funds hereinbefore awarded to them.

And the complainant having represented that the number of the freedmen entitled to distribution is not less than 3,524, it is further ordered that if said number of persons entitled to distribution shall not equal that number the payments made shall not exceed \$256.34 per capita, and that the balance of the amount hereby decreed to said plaintiffs and not consumed in the per capita payment herein provided for shall be paid over to the Cherokee Nation as other moneys provided for in the agreement between said nation and the Secretary of the Interior hereinbefore referred to.

It is further adjudged that the Secretary of the Interior pay the aforesaid amount decreed to be paid by him out of the aforesaid funds now in the Treasury Department of the United States.

And it is further ordered, adjudged, and decreed that the defendant, the Cherokee Nation, pay the costs of this suit, as above provided, and that if this judgment and decree be not carried out and satisfied within six months from the date hereof the claimant may apply to this court for such further order, relief, or remedy as the plaintiff herein may deem necessary, and that if any further proceeding be had under this decree the rights of the attorneys and counsel for the plaintiff herein to further costs and allowances be reserved to be hereafter determined and fixed by the court, and the court reserves the right to make all such further orders in aid hereof as to it may seem meet.

It is hereby stipulated and agreed on the part of the complainant and on the part of the defendant, the Cherokee Nation, that the foregoing decree be entered in this case in the place and stead of the decree entered and filed May 8, 1895, in this case; and that it be entered *nunc pro tunc* as of that date, to wit, May 8, 1895; and that the application for an appeal filed by the complainant and the application for an appeal and motions for a rehearing and for a new trial filed by the said defendant be mutually withdrawn upon the entry of this corrected decree.

Dated Washington, February 3d, 1896.

ROBERT H. KERN,
Attorney for the Complainant.

E. C. BOUDINOT,
MAXWELL & CHASE,
Attorneys for the Cherokee Nation.

S. H. MAYES,
Principal Chief of the Cherokee Nation.

The defendants, the United States, offer no objection to the entry of the amended decree as provided in this stipulation.

Assistant Attorney-General.

APPENDIX NO. 6.

REPORT OF COMMISSION AS TO RIGHTS OF MISSISSIPPI CHOCTAWS, JANUARY 28, 1898.

To the Congress of the United States:

The commission to the Five Civilized Tribes were required by act approved June 7, 1897, to—

“Examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship, except an interest in the Choctaw annuities.”

The commission has attended to that duty, and make the following

REPORT:

The Mississippi Choctaws are the descendants of those Choctaw Indians who declined to remove to the Indian Territory with the tribe under the provisions of the treaty made with the United States September 27, 1830, under which the Choctaws obtained their present reservation in the Indian Territory. There has never been a census taken of them, but they are estimated to number at the present time about twelve hundred. These are represented to be a poor and feeble band, somewhat scattered in different parts of the State of Mississippi, but located mostly in the counties of Neshoba, Newton, Leake, Scott, and Winston. They claim the right to continue their residence and political status in Mississippi as they and those from whom they descended have done for sixty-five years, and still are entitled to enjoy all the rights of Choctaw citizenship, except to share in the Choctaw annuities. This claim is based on the fourteenth article of said treaty, which is in these words:

“ARTICLE XIV. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over ten years of age; and a quarter section to such child as may be under ten

years of age, to adjoin the location of the parent. If they reside upon said lands intending to become citizens of the States for five years after the ratification of this treaty, in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not entitled to any portion of the Choctaw annuity."

What their political status is in the State of Mississippi is defined in this fourteenth article of the treaty. Their ancestors, each, was to signify, within six months after the ratification of the treaty, his desire to remain and become a citizen of the States, which would entitle them to 640 acres of land and a less amount to each member of his family, and after a residence on the same of five years with intent to become a citizen, are then entitled to a patent in fee, and are thereby made citizens of the States. Their ancestors having done this, they claim under the concluding clause of said article that their ancestors could and they now can continue such citizenship and residence in Mississippi and be still entitled to all the rights of a Choctaw citizen in the tribal property of said nation in the Indian Territory, except their annuities. This clause upon which the claim rests is in these words:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

But this construction is in direct conflict with the very purpose for which the treaty was made, and with the nature of the title to the lands in the territory secured to the Choctaws by it, and to the whole structure and administration of their government ever since under it.

No fact is better established than this, that the leading motive, if not the only one, on the part of the United States, was to get the Choctaws out of Mississippi and into what is now the Indian Territory. They accordingly provided in the second article of the treaty, among other things, that the Choctaws should *live on the land* ceded to them by it in the Indian Territory. That article is in these words:

"ARTICLE 2. The United States, under a grant specially to be made by the President of the U. S., shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple, to them and their descendants, to inure to them while they shall exist as a nation and live on it (here follows a description of the land). The grant to be executed as soon as the present treaty shall be ratified."

And the Choctaws agree in the third article to remove *all* their people to this territory during the years 1831, 1832, and 1833.

Now, to construe the concluding clause of the fourteenth article to mean an offer to those who refuse to go with their brethren to the new territory an equal share in the new lands with those who go and the additional fee simple of 640 acres of land in Mississippi and citizenship if they do not go is to offer a bounty to those who refuse to go, and would defeat the very purpose of the treaty. Not one would have gone when offered so much better terms for staying. It is well known that the Choctaws were very reluctant to enter into this treaty at all, because a portion of them—the ancestors of these claimants—refused to leave with the main body, and the treaty was not executed till the provisions of the fourteenth article were made for those unwilling to leave with their brethren. But the United States did not cease its original purpose to secure the removal of them all to the new country, even those provided for in the fourteenth article. They, therefore, inserted the concluding clause to that article to the effect of a continuing offer and pledge, that if they did ever "*remove*"—that is, if they ever changed their minds and concluded to remove—the fact that they had been freeholders and citizens of Mississippi should not bar them out of Choctaw citizenship, but that they should share like all the rest in everything but the annuities. Thus construed the clause is a standing inducement to those Indians to remove in accordance with the purpose of the treaty instead of a standing bounty to remain and thus thwart that purpose.

In addition to the condition which entered into the title that the grantees must "*live on it*" or lose it, the nature of the title was such that these claimants could derive no benefit from it without living on it, and by remaining in Mississippi it would be worthless to them. It is a territory in common, and has been held as such from that day, 1830, till now. Now, no tenant in common, who voluntarily leaves the common property to the occupancy of his co-tenants, can ever claim of them any of the fruits of its use. So that these Mississippi Choctaws, if they are co-tenants with the resident Choctaws in these lands in the Indian Territory, must first go there and occupy them with their co-tenants or forego any use of them.

Another condition of this title is that the grantees shall not only "*live upon it,*" but if the Choctaw Nation ceases to exist the title is lost. If all the Choctaws should follow the example of these Mississippi Choctaws and remain residents and citizens of Mississippi, it would *ipso facto* cease to exist as a nation and the title be lost. It is impossible to conceive that the Choctaw Nation itself, as well as the

United States, entered into this fourteenth article with any intention of enabling them so to do.

As further evidence that both parties to this treaty understood that they had created a title to be held in common by the members of the tribe alone, in which no one not a member could have any interest, the United States and the Choctaws entered into a treaty in 1855 in respect to the title to those lands (U. S. Stats., 11, p. 612), the first article of which is in these words:

“ARTICLE I. And pursuant to an act of Congress, approved May 28, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal, undivided interest in the whole: *Provided, however,* No part thereof shall ever be sold without the consent of both tribes, and that said land shall revert to the United States if said Indians and their heirs become extinct or abandon the same.”

Although it is true that any vested right of the Mississippi Choctaws in this land could not be affected by any treaty to which they were not a party, attention is called to this article for the double purpose of showing that both the United States and the Choctaw Nation have from the beginning held that the title has always been in the members of the tribe alone, and is now so fixed that no one else but members can share in it. The treaty uses the same language in the outset as is used in the treaty of 1830 containing the fourteenth article on which the present claim rests. It says, like that treaty, that it is entered into—pursuant to an act of Congress approved May 28, 1830, and then declares that—

“the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal, undivided interest in the whole: *Provided, however,* No part thereof shall ever be sold without the consent of both tribes, and that said land shall revert to the United States if said Indians and their heirs become extinct or abandon the same.”

There can be no longer doubt that the present title is in the members of the tribes alone, and that the United States has pledged itself to so maintain it, and that it so does in the belief of both parties to the treaty that such was the title from the beginning. No man can, therefore, as the title now stands, have any interest in these lands unless he is a member in one of these tribes.

Now, it has been a law of the Choctaw Nation from the beginning of its existence, recognized by the Supreme Court and by Congress, that no man can be a citizen of that nation who does not reside in it and assume the obligations of such citizenship before he can enjoy its privileges. To “enjoy the privileges of a Choctaw citizen” one must be a Choctaw citizen.

If this land should be ultimately allotted, any allotment to other than a citizen would come in direct conflict not only with the terms of the treaty title but to the whole system of the Choctaw government from the beginning. By the treaty the allottee must be a member of either the Choctaw or Chickasaw tribes. He can, being a stranger, neither occupy nor sell his allotment, for by the treaty all strangers are to be kept out of the territory, and the land is to be sold to no one except with the consent of both tribes.

This historical review of the acquisition of this territory by the Choctaw Nation, and its subsequent legal relations to it, makes it clear in the opinion of this commission that the Mississippi Choctaws are not, under their treaties, entitled to—“all the rights of Choctaw citizenship except an interest in the Choctaw annuities,” and still continue their residence and citizenship in the State of Mississippi.

What, then, are—

“the privileges of a Choctaw citizen,”

secured to them by the fourteenth article of the treaty of 1830? That article, after having secured to those unwilling to remove with their brethren to the Indian Territory, 640 acres of land and enrollment and citizenship in the State of Mississippi, added this further clause:

“Persons who claim under this article shall not lose the privileges of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.”

The commission are of the opinion that this clause was intended to offer a further inducement to those Indians to follow at some future time their brethren and join them in their new home, and that the true construction of it is, that the door of admission shall be kept open to them, and if they ever remove this stay and citizenship in Mississippi shall not bar them out, but that, notwithstanding it, they shall be admitted to all the privileges of Choctaw citizenship equally with all others, save only a share in their annuity. This construction finds further corroboration in the treaty of 1866 (14th Statutes at Large), between the United States and the Choctaw Nation.

taws and Chickasaws concerning the title to this same territory. In this treaty, for the first time, the possibility of an allotment of these lands in severalty to the members of the tribes at some time in the future was recognized. It was therefore provided in this treaty that whenever the tribes desired it such allotment among their members should take place, and at great detail the manner in which it was to be done was set forth. The treaty then provided that before it did take place notice should be given—

“not only in the Choctaw and Chickasaw Nations, but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nations, may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for him or herself, or others, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom the selection is to be made, to become bona fide resident in the said nation within five years from the time of selection; and should the said absentee fail to remove into said nation, and occupy and commence an improvement on the land selected within the time aforesaid, the said selection shall be canceled, and the land shall thereafter be discharged from all claim on account thereof.”

There can be no doubt that this provision was inserted for the special benefit of those claiming to enjoy the rights of a Choctaw citizen under this fourteenth article of the treaty of 1830—many of those Choctaws having wandered away from Mississippi into the other States mentioned. It was a notice to them that these lands were about to be allotted to *members* of the tribes, and if they desired to avail themselves of a share in the allotment, they must make themselves such members by coming from “outside” and join their brethren in the common citizenship of the nation.

The terms upon which each applicant can avail himself of this opportunity are clear and unequivocal. He must satisfy the register of his intention to become a bona fide resident in the territory within five years of the date of his application before he can select his allotment. And a failure to remove into said nation and to occupy and commence improvement on the land so occupied, within the time specified, forfeits altogether the selection.

This proviso needs no explanation. The United States and the Choctaws have affixed it to the title, and those claiming the benefit of the fourteenth article must conform to it or lose their rights.

It follows, therefore, from this reasoning, as well as from the historical review already recited, and the nature of the title itself, as well as all stipulations concerning it in the treaties between the United States and the Choctaw Nation, that to avail himself of the “privileges of a Choctaw citizen,” any person claiming to be a descendant of those Choctaws who were provided for in the fourteenth article of the treaty of 1830 must first show the fact that he is such descendant, and has in good faith joined his brethren in the territory with the intent to become one of the citizens of the nation. Having done so, such person has a right to be enrolled as a Choctaw citizen and to claim all the privileges of such a citizen, except to a share in the annuities. And that otherwise he can not claim as a right the “privilege of a Choctaw citizen.”

To the claim, as thus defined, the Choctaw Nation has always acceded, and has manifested in many ways its willingness to take into its citizenship any one or all of the Mississippi Choctaws who would leave their residence and citizenship in that State and join in good faith their brethren in the territory, with participation in all the privileges of such citizenship, save only a share in their annuities, for which an equivalent has been given in the grant of land and citizenship in Mississippi.

The national council, in view of the poverty and inability of these Choctaws to remove at their own expense to the territory, memorialized Congress on December 9, 1889, to make provision for their removal, by the adoption of the following resolution:

“*Whereas*, There are large numbers of Choctaws yet in the States of Mississippi and Louisiana who are entitled to all the rights and privileges of citizenship in the Choctaw Nation; and

“*Whereas*, They are denied all rights of citizenship in said States; and

“*Whereas*, They are too poor to immigrate themselves into the Choctaw Nation; therefore,

“*Be it resolved*, By the general council of the Choctaw Nation assembled, That the United States Government is hereby requested to make provisions for the emigration of said Choctaws from said States to the Choctaw Nation, etc.”

It is a significant fact that this claim on the part of the Mississippi Choctaws to all the privileges of a citizen in the Choctaw Nation, and still retain their residence and citizenship in the State of Mississippi, is a very recent one. There is no evi-

Certificate of Selection.

Selection
No. 1285

Allottee's
Roll No. _____

S 23 T 17 N R 17 E S T R

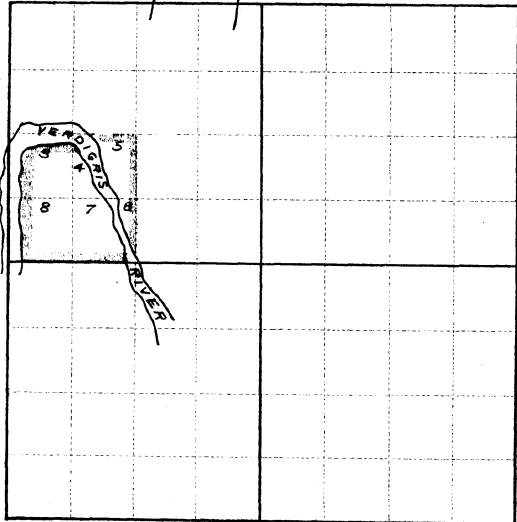
Commission to the Five Civilized Tribes
Muskogee Land Office.

April 21st 1899

CREEK NATION.

This certifies that Seander M. Smith
has this day filed his selection of the following described
land, viz:

Freedmen Roll Card - Field No. 830.



SUB-DIVISION OF	SECTION	TOWN	RANGE
<u>Sols 3, 4, 5, 6, 7 and 8 of</u>	<u>23</u>	<u>17 N</u>	<u>17 E</u>

*containing 124.70 acres more or less as the case may be according
to the United States survey thereof*

This certificate is not transferable.

[Signature]
Aching Chairman



ENROLLMENT OF CITIZENS BY DAWES COMMISSION IN CHOCTAW NATION.

dence known to the commission that the early Mississippi Choctaws ever made such a claim. In later years the Choctaws and Chickasaws have sold at different times large portions of their territory to the United States, and the proceeds, amounting in the aggregate to several millions of dollars, have been distributed *per capita* among the Choctaw and Chickasaw citizens. If this claim as now presented is the correct one, these Mississippi Choctaws were entitled to their *per capita* share in all the money equally with all other citizens of the nation, yet not a dollar of it was ever paid to them or claimed by them.

This claim to participate in the privileges of a Choctaw citizen and still retain a residence and citizenship in Mississippi has recently come before the United States court in the third district in the Indian Territory, in the case of Jack Amos et al. v. The Choctaw Nation, No. 158 on the docket of that court. The case was an appeal of Mississippi Choctaws from a refusal of this commission to place them on the rolls of Choctaw citizenship. The court, Judge William H. H. Clayton, overruled the appeal and confirmed the judgment of this commission, denying such enrollment in a very elaborate and exhaustive opinion.

If, in accordance with this conclusion of the commission, these Mississippi Choctaws have the right at any time to remove to the Indian Territory, and, joining their brethren there, claim participation in all the privileges of a Choctaw citizen, save participation in their annuities, still, if any person presents himself claiming this right, he must be required by some tribunal to prove the fact that he is a descendant of some one of those Indians who originally availed themselves of and conformed to the requirements of the fourteenth article of the treaty of 1830. The time for making application to this commission to be enrolled as a Choctaw citizen has expired. It would be necessary, therefore, to extend by law the time for persons claiming this right to make application and be heard by this commission, or to create a new tribunal for that purpose.

In conclusion, it seems to the commission that the importance of a correct decision of this question, both to the Mississippi Choctaws and the Choctaw Nation, justifies a provision for a judicial decision in a case provided for that purpose. They therefore suggest that, in proper form, jurisdiction may be given the Court of Claims to pass judicially upon this question in a suit brought for that purpose by either of the interested parties.

Respectfully submitted.

HENRY L. DAWES,
TAMS BIXBY,
FRANK C. ARMSTRONG,
A. S. MCKENNON,
Commissioners.

WASHINGTON, D. C., *January 28, 1898.*

APPENDIX NO. 7.

REPORT OF COMMISSION AS TO IDENTIFICATION OF MISSISSIPPI CHOCTAWS.

MUSKOGEE, IND. T., *March 10, 1899.*

THE SECRETARY OF THE INTERIOR.

SIR: The Commission to the Five Civilized Tribes has the honor to report, as to the identification of Mississippi Choctaws, that a provision of section 1 of the act of Congress, June 28, 1898, is in words as follows:

"Said Commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27th, eighteen hundred and thirty, and to that end they may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior."

And that the fourteenth article of the treaty above referred to is as follows:

"ARTICLE XIV. Each Choctaw head of a family being desirous to remain and become a citizen of the states shall be permitted to do so, by signifying his intention to the Agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one half that quantity for each unmarried child which is living with him over ten years of age; and a quarter section to such child as may be under ten years of age, to adjoin the location of the parent. If they reside upon said lands intending to become citizens of the states for five years after the ratification

of this treaty, in that case, a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this Article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not entitled to any portion of the Choctaw annuity."

Said treaty is known as the treaty of Dancing Rabbit Creek and was concluded September 27, 1830, and ratified February 24, 1831.

Immediately upon the passage of said act of Congress, and on the 1st day of July, 1898, the Commission to the Five Civilized Tribes entered upon the work of taking a census of the Seminole tribe of Indians, and thereafter a census of the Creeks and Creek freedmen, and of Chickasaws and Chickasaw freedmen, which engaged all members of the commission constantly in the field until about the middle of October, and other duties relating thereto required their attention until in December, when the commission appointed by the Cherokees met them at the commission's office at Muskogee, Ind. T., with which commission they concluded an agreement January 14, 1899. A commission of Creeks was at that time at Muskogee awaiting an opportunity to meet the United States Commission. The commission had arranged to commence the work of identifying Choctaws in the State of Mississippi on the 19th day of December, 1898, but the appointment of the Cherokee Commission caused it to postpone such appointments until January 9, 1899, and afterwards, upon the appointment of the Creek Commission, these appointments were postponed to commence on the 24th of January, continuing to and including February 10, 1899.

The work of the commission with the Creeks had only fairly begun when it became necessary for the commission to proceed to Mississippi to fill its engagements there, and the securing of an agreement with the Creeks being deemed more important it was thought proper that two members of the commission should remain at Muskogee to continue negotiations with the Creek commission. One commissioner, therefore, with sufficient clerical force, proceeded to Mississippi to perform the work of identifying Choctaws residing there.

The duty imposed in this regard, if strict adherence to the letter of the law were required, would be impossible, since the facts to be inquired of and ascertained occurred sixty-eight years ago, and in any case where an individual might be found to be at present living who was old enough at that time to have understood the business transactions relating to the requirements of article 14 of said treaty, he would now be so old and infirm as to be wholly unable to speak intelligently, or with any degree of certainty concerning same. Unfortunately the records of the Government relating to the business in hand are of such character as to be of but little service in performing this work. Colonel William Ward, agent of the United States for the Choctaws in Mississippi at the time of the ratification of said treaty, was authorized to make record of names of Choctaw heads of families who desired to declare their intentions to remain in Mississippi and become citizens of the States, but this authority did not reach him until in May, and he did not enter upon such duty until late in June, 1831, within about two months of the expiration of the time in which Choctaws were required or permitted to make such declaration of their intentions. This of itself worked almost a total denial to Choctaw citizens of the rights secured to them under the treaty. And when, in connection therewith, we take into consideration the condition of the country at that time, the want of means of conveyance and the difficulty of travel over a new country, in which the roads were not the best and where the streams were not bridged, as also the condition and character of the people who were required to appear before the agent, it can be readily appreciated why the record made by Colonel Ward is so meager and unsatisfactory.

To all this, however, may be added the fact, well authenticated by the records, that Colonel Ward was a person wholly unfitted for this duty. He was intemperate, insolent, and abusive to the Indians, and treated them in such manner as to drive them from him, and thus defeat the purposes of the treaty, which it was his duty to promote. In numerous cases he refused to make any note of the declarations of Indians who appeared before him. The Government afterwards recognized this injustice to the Choctaws, and endeavored to remedy the wrong by subsequent legislation and the appointment of other persons to make investigation, before whom the Indians might make proof of their efforts to comply with the treaty and secure the rights to which they were entitled thereunder. Such legislation extended from 1833 to 1842, but while only a few years had elapsed since the ratification of the treaty and the expiration of the time given thereunder for the Choctaws to declare their intentions to remain and become citizens of the States, it was found impossible to adjust the claims of beneficiaries and settle their rights with even approximate justice, from which fact it may be at once understood why, at this remote date, it is impossible to trace descendants now bearing English names to ancestors bearing Indian names, upon whom was imposed the duty of complying with the treaty at that time, and to connect persons now living with the fulfillment of the requirements of the provisions of article 14 of said treaty. Were this

Township N^o 16 North Range N^o 22 East of the Indian Meridian, Indian Territory.



Total number of Acres 2,3794.49

Latitude 35° 48' N.
Longitude 94° 55' W.
Mean Mag. Decl. 8° 15' E.

Photolithographic Township plat prepared by US Geological Survey, showing topography of country and irregular area of land holdings prior to allotment. Used by the Commission in determination of area, and to assist in ascertaining the location of farms as related to lines of Government survey.

attempted, few, if any, would be able to answer the requirements. But from all the circumstances of the case, and the best and clearest information that may be gleaned from the records, it is fair and reasonable to assume that the body, if not in fact the whole of the Choctaw people who then remained in Mississippi, intended to declare, and, under favorable conditions and fair treatment, would have declared their intentions to remain east of the Mississippi River and become citizens of the States; and that few, if any, of the full-blood Indians who, at that time emigrated west, ever returned to Mississippi.

In answer to certain interrogatories propounded to him by John F. H. Claibourne and Ralph Graves (Choctaw commissioners appointed to investigate claims under article 14 of the treaty of 1830) at Topahka, Miss., February 24, 1843, Greenwood Leflore, among other things, testified:

"I do not know, nor have I ever heard, so far as I can now recollect, of any persons who have removed to the Choctaw country west of the Mississippi, and have since returned to the country ceded by the treaty of 1830, and are now residing here, except John F. Price, William Leflore, and Anthony Turnbull. The first is a white man who had a Choctaw family, the second is my brother, and the third is a mixed-blood Choctaw. * * * The first never made any claim for land, not being entitled to a reservation under any provision of the treaty; and the other two were provided for—one by the supplement and the other by the nineteenth article—had their lands reserved, and sold them before their immigration west. I can recollect no others, and do not believe I ever heard of any others, and none of them can be claimants before the present board."

Hon. William Wilkins, Secretary of War under President John Tyler, in his report to the President, December, 1844, upon this subject quotes George W. Martin, who was, on the 26th of June, 1833, appointed by the Government "to make the selections of the locations of the tracts of land granted to the Choctaws by the fourteenth, fifteenth, and nineteenth articles of the treaty of 1830," as testifying as follows:

"That but two or three Indians who emigrated west had returned, and in no case had they attempted to violate the treaty. I know of no Indian, now present in the country ceded by the late treaty, who claims reservations under any provision of the treaty except the fourteenth article."

On the 31st day of July, 1838, Messrs. James Murray and P. D. Vroom, who were appointed under act of Congress, March 3, 1837, "to adjust claims of reserves under the treaty with the Choctaws of 1830," reported "a list of Choctaw heads of families claiming lands under the fourteenth article of the treaty," embracing 1,349 families, all, with very few exceptions, having Indian names, indicating that they were full-blood Choctaws, which, upon a conservative estimate, would number in all 5,000 persons, whose descendants we are now looking after in the State of Mississippi, and there are probably not more than 2,500 of their descendants now to be found there, making it safe, we think, to assume that these are the descendants only of Choctaw Indians who remained in Mississippi for the purpose of claiming under article 14 of the treaty and becoming citizens of the states. Citizens of the tribe of mixed blood, with some degree of education and more intelligence, secured provisions in other articles of said treaty, and of the supplement thereto, by which they were specially provided for, leaving the body of the full-blood Choctaws to be provided for under the fourteenth article.

The full-blood Choctaw people who have for nearly three-quarters of a century continued to reside in Mississippi as recognized citizens of that State, speaking the Choctaw language as fluently as did their fathers, who have acquired only such knowledge of the English language as enables them to transact ordinary business with the white people of the country, can not now, therefore, reasonably be required to show the purposes of their ancestors by stronger proof than the facts of such residence and such recognition as citizens of the states, and the further fact that they are descended from the Choctaws living there at the date of said treaty.

The commission, therefore, finding it impossible to trace the full-blood Choctaw now residing in the State of Mississippi bearing an English name with any degree of certainty to his ancestors bearing Indian names, and to establish the fact that such ancestors performed the duty of signifying to the United States agent within the limited period their intention and desire to remain and become citizens of the states, has believed it to be its duty to report the names of all full-blood Choctaw Indians who might appear before it in said state for identification as Mississippi Choctaws, and it accordingly makes such report, having taken the names and identification of each of such persons and prepared a schedule of them from the data obtained by the commission recently within said state, which schedule accompanies this report as a part hereof.

Of these there are two families and probably a few other persons who are mixed bloods, while all the others are full-blood Choctaw Indians. The commission finds that only a few families of these Choctaws own land, while all are poor, ignorant, and helpless, in almost every case susceptible of imposition and wrong at the hands

of the white man, but remarkably peaceable, law-abiding, and industrious. It is a rare instance that any one of these Choctaws is charged with the commission of a crime.

The commission feels it a duty to report that contracts have been secured by white persons with almost every family for one-half the lands and moneys which may be obtained by them, upon representation that their services are necessary to them in securing their rights. Such contracts are easily secured from these people, many of whom are so ignorant as to be able only with difficulty to give the names of the members of their families. Persons securing such contracts have done nothing whatever, and can do nothing toward securing to these people any benefits accruing to them under the article of the treaty in question, Hon. John S. Williams, member of Congress, in whose district in the State of Mississippi these Indians in most part reside, with the aid of the late Senator Walthall, having secured the legislation under which the commission is now acting, and their Congressman may be safely trusted to further look after their interests. It is certainly the duty of the Government to see that any lands or moneys coming to these Choctaws are protected from any obligation previously contracted, and that any lands to which they may be found entitled be selected for and allotted to them by officers of the Government, and that moneys due them be paid by an officer of the Government to each individual in small amounts at stated periods, since if paid to them in larger sums it would doubtless be squandered by them and bring to them but little benefit. They have no means with which to employ counsel to prosecute their claim in the courts of the United States in which it is necessary that the same be adjudicated, and the means for the prosecution of such suit ought to be provided by the Government.

From information obtained from citizens in three counties, viz, Leake, Neshoba, and Newton, visited by the commission, in each of which counties it remained nearly a week, we are satisfied there are yet from 300 to 500 full-blood Choctaw Indians in the State of Mississippi who did not appear before the commission, and whose names it did not secure, many of whom are residing in different portions of the state, only a few in each county, their location not definitely known, while many others living in the counties visited refused to appear for identification, fearing that advantage would be taken of them and they be forced to remove to Indian Territory. These should not be overlooked in case it should be determined that they may remain in Mississippi and receive benefits from the Choctaw property in Indian Territory. There are but few who would be willing under any circumstances to remove to the Territory, and those who would be willing to go are unable to do so unless the Government make provision for their transportation, which it might well do, as they would doubtless be better off there than where they now reside. The Choctaw government in Indian Territory has made repeated efforts to secure the removal of the Mississippi Choctaws to the Choctaw country, the last effort in this direction occurring in 1891, when the national council of the Choctaw Nation, by act approved October 20, 1891, generously made an appropriation for the purpose of paying the expenses of certain Choctaw families therein named, and providing for the appointment of two commissioners to proceed to the State of Mississippi to collect said families and conduct them to the Choctaw country. Said commissioners performed this duty and a number of families removed to Indian Territory and remained there until after the payment of the "leased district" money, when, as we are informed, they returned to the State of Mississippi. The Choctaw council prior thereto (December 24, 1889) adopted a memorial requesting the United States Government to make provision for the emigration of the Mississippi Choctaws to the Choctaw Nation. The commission understands that the Choctaw people have never denied the right of their eastern brethren to remove to and settle upon the Choctaw lands in Indian Territory and become citizens of the Choctaw Nation, entitled to all the rights as such. We have also been informed that several hundred Choctaws who remained in Mississippi have removed to the States of Alabama and Louisiana, and there live in much the same condition as those found in Mississippi.

There appeared before the commission heads of families representing many persons possessing Choctaw Indian blood, and claiming under the Leflores and others, who were provided for in articles of the general treaty other than the fourteenth, and in the supplement to said treaty, and who could not and did not therefore claim under the fourteenth article, as therein provided; and having no rights under said article, the names of these persons are not included in the schedule which is to accompany this report.

Respectfully submitted.

HENRY L. DAWES,
TAMS BIXBY,
A. S. MCKENNON,
T. B. NEEDLES,

Commission to the Five Civilized Tribes.

APPENDIX NO. 8.

RULES AND REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR FOR THE SELECTION AND RENTING OF PROSPECTIVE ALLOTMENTS UNDER THE PROVISIONS OF THE ACT OF CONGRESS APPROVED JUNE 28, 1898 (30 STATUTES, 495).

The sections of said act of Congress, known as the Curtis Bill, applicable to and regulating this subject are as follows:

"SEC. 16. That it shall be unlawful for any person, after the passage of this act, except as hereinafter provided, to claim, demand, or receive, for his own use or for the use of anyone else, any royalty on oil, coal, asphalt, or other mineral, or on any timber or lumber, or any other kind of property whatsoever, or any rents on any lands or property belonging to any one of said tribes or nations in said Territory, or for anyone to pay to any individual any such royalty or rents or any consideration therefor whatsoever; and all royalties and rents hereafter payable to the tribe shall be paid, under such rules and regulations as may be prescribed by the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe to which they belong: *Provided*, That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him: *Provided further*, That nothing herein contained shall impair the rights of any member of a tribe to dispose of any timber contained on his, her, or their allotment.

"SEC. 17. That it shall be unlawful for any citizen of any one of said tribes to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands or other property belonging to any such nation or tribe than that which would be his approximate share of the lands belonging to such nation or tribe and that of his wife and his minor children as per allotment herein provided; and any person found in such possession of lands or other property in excess of his share and that of his family, as aforesaid, or having the same in any manner inclosed at the expiration of nine months after the passage of this act, shall be deemed guilty of a misdemeanor.

"SEC. 18. That any person convicted of violating any of the provisions of sections sixteen and seventeen of this act shall be deemed guilty of a misdemeanor and punished by a fine of not less than one hundred dollars, and shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs), and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. And the United States district attorneys in said Territory are required to see that the provisions of said sections are strictly enforced, and they shall at once proceed to dispossess all persons of such excessive holding of lands and to prosecute them for so unlawfully holding the same.

"SEC. 23. That all leases of agricultural or grazing land belonging to any tribe made after the first day of January, eighteen hundred and ninety-eight, by the tribe or any member thereof, shall be absolutely void, and all such grazing leases made prior to said date shall terminate on the first day of April, eighteen hundred and ninety-nine, and all such agricultural leases shall terminate on January first, nineteen hundred; but this shall not prevent individuals from leasing their allotments when made to them as provided in this act, nor from occupying or renting their proportionate shares of the tribal lands until the allotments herein provided for are made."

It is the intention of this law to require every member of any tribe holding in his possession lands in excess of his "just and reasonable share of the lands of his nation or tribe, and that to which his wife and minor children are entitled," to relinquish possession thereof in order that other members of the tribe may enter thereon and make homes preparatory to the allotment so contemplated.

Section 16, therefore, prohibits anyone from claiming, demanding, or receiving, as also any person from paying to any individual, rents on any such excess of lands after the date of said act; and section 17 forbids anyone "to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands * * * than that which would be his approximate share * * * and that of his wife and minor children," after the expiration of nine months from the date of the act. No one can, therefore, either receive or pay rents to an individual on any excess aforesaid after the passage of the act, or retain possession of any such excess after March 28, 1899, without incurring the penalties fixed by section 18 of the act.

Construing the first proviso in section 16 with the language found in the latter part of section 23, it is clear that no member is authorized, prior to allotment, to rent his

share of the lands and that of his family, as aforesaid, unless he be in possession and occupying the same as his homestead, or the same be in good faith selected by him and in some way set apart to him as the land to be allotted to him.

Section 23 makes void all leases of agricultural or grazing lands belonging to any tribe made after January 1, 1898, by the tribe or any member thereof. No lease contract, therefore, of such lands, executed since January 1, 1898, or hereafter, can have any force or effect whatever.

All grazing leases made prior to January 1, 1898, will, by the provisions of said section, terminate on April 1, 1899, which do not by their own terms expire prior to that date, and this without regard to the period of time fixed by the terms of such lease. And all agricultural leases made prior to January 1, 1898, expire January 1, 1900, which do not by their own terms expire prior to that date, without regard to the period of time for which they were made.

The last proviso in section 16 permits "any member of a tribe to dispose of any timber contained on his * * * allotment;" but this privilege can not be exercised under said selection nor until after final allotment has been made under provisions of the act and agreement duly ratified.

In order, therefore, to give effect to the provisions of said act according to its design, and to enable every member of each tribe to select and to have set apart to him lands to be allotted to him in amount approximating his share, as aforesaid, the Commission to the Five Civilized Tribes is instructed, as a means preparatory to and in aid of the duty of allotment of the lands of said tribes required of it by said act, to proceed as early as practicable to establish an office within the territory of each tribe, provided with proper and suitable records, including a copy of the United States survey of the lands of the tribe, for the purpose of registering each and every selection of lands made by any member of the tribe for his allotment; and in order to make such selection of lands by any member of any tribe effective and valid such member, or the head of each family, shall be required to appear in person at the office within his tribe and to make application to one of the members of said commission, or to someone by said commission authorized to act for it in performing such duty, to have set apart to him the lands selected by him for himself and his wife and minor children; and such application shall be prepared by some member of said commission, or the person so authorized, and the applicant shall be required to therein make oath that he has, in person, actually been upon the lands so selected by him, and is fully informed as to the location of the same and the character of the soil; that the land is suitable for a home for himself and family; that he has in good faith selected such lands, and will accept same in allotment to himself and family; that no part of same is lawfully held by any other member of the tribe; and thereafter he may occupy, control, and rent the same for any period not exceeding one year, by any one contract, until lands are in fact allotted to him under terms of said act, and will be protected therein by the Government from interference by all other persons whomsoever. Selections may be made for orphans, incompetents, and prisoners by guardians and relatives.

Any selection of lands otherwise made by any member of any tribe, and any rent contract made for any longer period than one year, or for other than the current year, shall be void.

The commission shall give due notice, by publication, of the time and place when and where applications for selections may be received.

Contest for any tract so selected may be made by any member of the tribe claiming right thereto at any time within ninety days from the date of such notice of the time and place for receiving applications, and not thereafter, by filing in the office in which selection was made a complaint, duly verified, therein plainly stating the facts upon which his claim is based. All contests shall be determined by said commission subject to appeal to the Commissioner of Indian Affairs, and from him to the Secretary of the Interior.

No contract for rent of any selection so made shall be valid or binding unless for adequate consideration and made in writing in duplicate and deposited in the office of said commission in which the selection was made. Said commission, after investigation, shall forward same to the Secretary of the Interior for his approval, and when approved it shall be returned to such office of the commission, to be by it delivered to the parties, one copy to each.

Said commission is authorized and required to employ sufficient clerical force in each office so established to promptly and correctly prepare all such applications and to record the same, and to furnish each applicant with a certificate of his selection containing a proper description of the lands selected.

No applicant shall be required to pay any fee for, or expense of, the work of preparing and recording such application, or the certificate therefor, except a fee of 25 cents to the officer before whom the affidavit is made.

Selections of land may be so made by members of the several tribes in quantities not to exceed 160 acres to each Creek, 80 acres to each Cherokee, 240 acres to each

Sec. 9. T.15N., R.18E. Indian Territory

LEGEND=

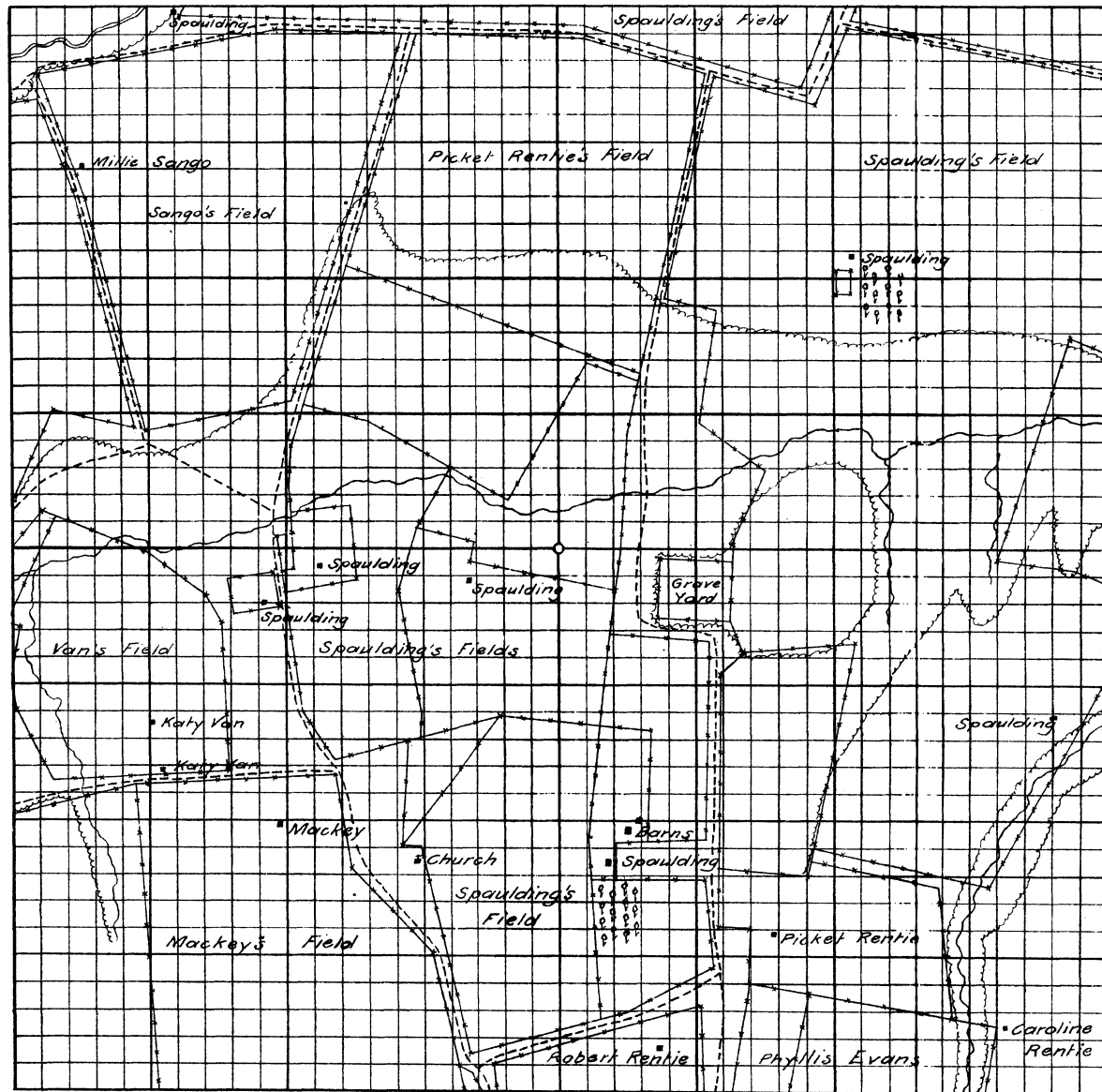
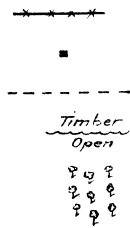
Fences

Buildings

Roads

Timber Lines

Orchards



SECTION DIAGRAM = Showing irregular form of present land holdings of Creek citizens as surveyed and platted by the Commission to the Five Civilized Tribes preparatory to allotment.

Choctaw and each Chickasaw, and 40 acres to each Choctaw and each Chickasaw freedman.

And the balance of the lands belonging to each tribe shall be left unclosed and open for the common use of all members of the tribe until final allotment, and then be divided among them, according to the provisions of said act of Congress and agreement, where agreements have been ratified, so that every member shall have his fair and equal share of all the lands of his tribe.

After the 1st day of April, 1899, any member of any tribe may enter upon and occupy any lands which have not already been, as hereinbefore provided, selected and occupied by another member of the tribe, whether such lands be improved or inclosed or not; and where a member has, prior to said date, held possession of lands of the tribe in excess of the amount of land he may be entitled to select for allotment for himself and family, as aforesaid, and has not made such selection, he will be deemed to have selected the lands upon which he and his family then reside, and lands outside and in excess of same, theretofore held by him, may be selected and occupied by other members of the tribe for their allotments. All leases, however, of agricultural lands, made prior to January 1, 1898, which would by the terms of the lease continue to or beyond January 1, 1900, may be held by the lessees until the last-mentioned date, but no longer.

All lands and other property now held for religious or educational purposes in the Territory, either by tribal authorities or religious denomination, will be protected from intrusion until allotment, and until the right of occupants to hold same has been determined by the allotment commission or other lawfully constituted authority; and all persons are warned not to in any manner interfere with lands or property so held.

This Department will observe the desire and purpose of the Government to have prepared and approved correct rolls of the members of the several tribes, thus settling the question of citizenship, preparatory to allotment of lands, and the further purpose of the Government to release all excessive holdings of lands under tribal laws or individual leases, so that members of the tribes may occupy the same and make homes thereon, with a view to allotment, and will leave nothing undone to enforce all laws enacted by Congress in aid of such desires and purposes, and all persons are admonished not to violate or attempt to evade such laws in order to secure advantages not given by a fair interpretation thereof.

CORNELIUS N. BLISS,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., October 7, 1898.

AMENDMENTS TO THE RULES AND REGULATIONS OF OCTOBER 7, 1898, GOVERNING THE SELECTION AND RENTING OF PROSPECTIVE ALLOTMENTS OF LANDS IN THE INDIAN TERRITORY.

The rules and regulations made by the Secretary of the Interior, October 7, 1898, in order to better comply with and carry into effect the agreement between the United States and the Choctaws and Chickasaws, proclaimed at Atoka, August 30, 1898, are hereby modified to read as follows:

Each Choctaw and Chickasaw citizen, except freedmen, may select in manner provided in said rules, in lieu of the 240 acres therein specified, 160 acres of land as a homestead, from any lands upon which he now owns the improvements, or from any lands not occupied or in the possession of any other citizen.

Any citizen holding land in excess of that to which he and his family are entitled under the act of Congress of June 28, 1898, who fails or refuses to make selections for himself and family of lands which they may hold under said act, within four months after the commission shall have located its offices within said tribes, will be deemed to have elected to hold the 40-acre subdivision upon which his residence or most valuable improvement is located, and the contiguous land in amount to which he and his family are entitled as provided in said act; or the same may be selected and set apart to him and his family by the Commission to the Five Civilized Tribes.

Any citizen desiring to make selections of lands occupied by another citizen shall be required to give such occupant ten days' notice of the time of filing his application, and if upon hearing of evidence adduced by both parties, the commission is satisfied that such lands are held by the occupant contrary to the provisions of sections 16 and 17 of the act of Congress, June 28, 1898, certificate of selection shall be issued to said applicant, subject to the right of appeal, as in other cases.

No citizen will, however, be permitted to select lands for a homestead which, by reason of the location, are in value more than his pro rata share of the value of the whole lands of said tribes.

Choctaw and Chickasaw freedmen may each select 40 acres in manner aforesaid.

Citizens making selections of homesteads, and Choctaw freedmen making selections of 40 acres, as herein provided, shall receive patents therefor as provided in said agreement proclaimed August 30, 1898.

After all citizens and freedmen have made selections as aforesaid, they may thereafter remain in undisturbed possession of other lands held by them, so far as permissible under the act of Congress of June 28, 1898, except pasture lands held contrary to the Choctaw and Chickasaw laws, until general allotment of the lands of said tribes.

THOS. RYAN, *Acting Secretary.*

DEPARTMENT OF THE INTERIOR,
Washington, D. C., March 18, 1899.

AMENDMENTS TO RULES AND REGULATIONS OF OCTOBER 7, 1898, GOVERNING THE SELECTION AND RENTING OF PROSPECTIVE ALLOTMENTS OF LANDS IN INDIAN TERRITORY (CREEK AND CHEROKEE NATIONS).

The rules and regulations of the Secretary of the Interior, October 7, 1898, are hereby amended to read as follows:

Each Creek citizen may select, in manner provided in said rules, 160 acres of land from the Creek domain, and each Cherokee citizen may so select 80 acres from the Cherokee domain; such selections to be from any lands upon which they now own improvements or from any lands not occupied by or in the possession of any other citizen of the tribe to which the applicant belongs.

Any citizen of either of said tribes holding land in excess of that to which he and his family are entitled under the act of Congress June 28, 1898, who fails or refuses to make selections for himself and family of lands which they may hold under said act within four months after the commission shall have located its office within his tribe will be deemed to have elected to hold the 40-acre subdivision upon which his residence or most valuable improvement is located and the contiguous land in amount to which he and his family are entitled as provided in said act, and the same may be selected and set apart to him and his family by the Commission to the Five Civilized Tribes.

Any citizen of either of said tribes desiring to make selection of lands occupied by another citizen shall be required to give such occupant ten days' notice of the time of filing his application, and if upon hearing of evidence adduced by both parties the commission is satisfied that such lands are held by the occupant contrary to the provisions of sections 16 and 17 of the act of Congress June 28, 1898, certificate of selection shall be issued to the applicant, subject to the right of appeal to the Secretary of the Interior.

No citizen of either of said tribes will, however, be permitted to select lands which by reason of their location are in value more than his pro rata share of the whole value of the lands of his tribe.

All citizens may remain in undisturbed possession of lands held by them so far as permissible under the act of Congress June 28, 1898, until final allotment.

E. A. HITCHCOCK,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., April 7, 1899.

APPENDIX NO. 9.

RULES OF PRACTICE GOVERNING LAND CONTESTS, APPROVED BY THE SECRETARY OF THE INTERIOR JULY 18, 1899.

INITIATION OF THE CONTEST.

Rule 1.—Contests must be initiated by an adverse claimant against a party to any application or filing under the laws of Congress relating to the lands of the Five Civilized Tribes, for any sufficient cause, affecting the right of possession of the land in controversy, by applying for the same land.

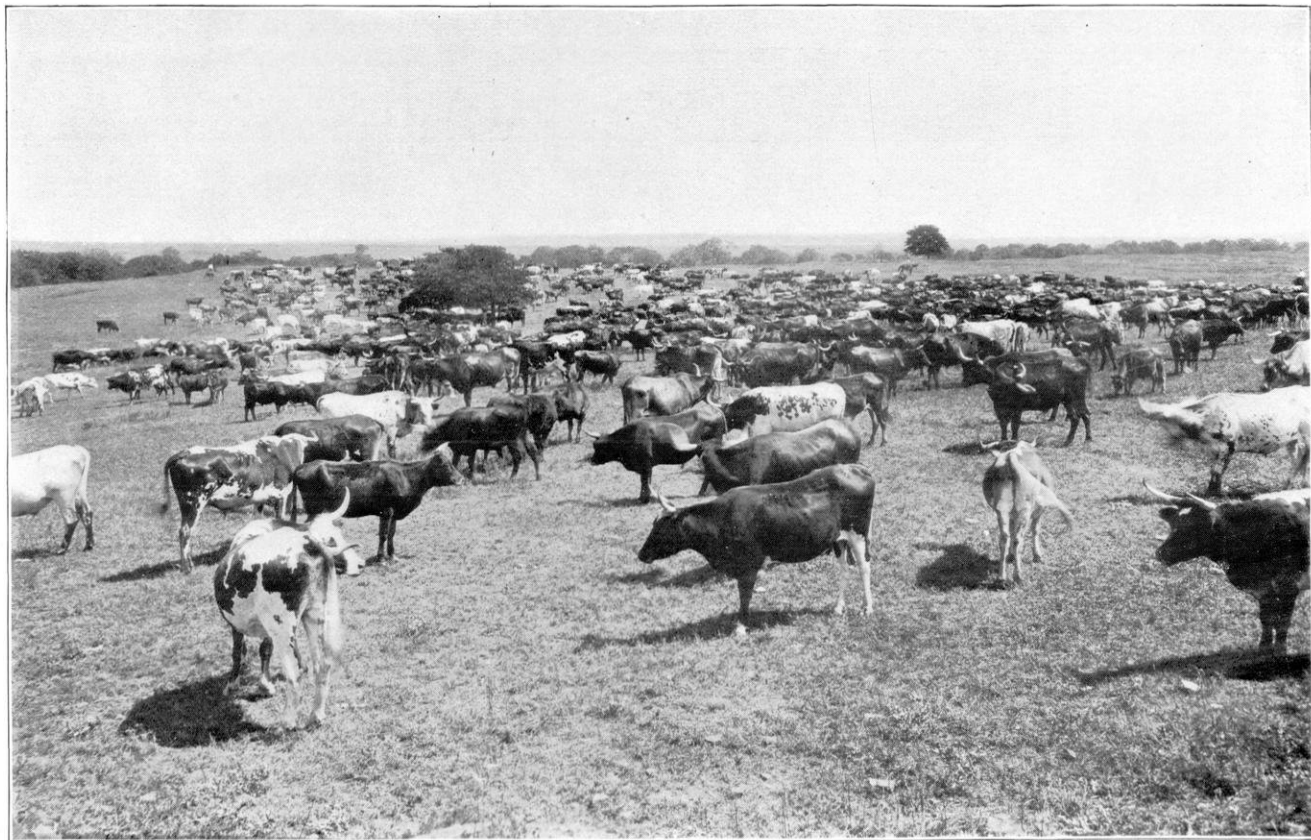
Rule 2.—Contests must be initiated within ninety days from the date of the original application for the tract of land in controversy.

PLEADINGS.

Rule 3.—The only pleadings allowed are—

First. The complaint.

Second. The answer or demurrer.



CATTLE ON RANGE IN CREEK NATION.

NOTICE OF CONTEST
—AND—
SUMMONS.

DEPARTMENT OF THE INTERIOR.
COMMISSION TO THE FIVE CIVILIZED TRIBES.

MUSKOGEE LAND OFFICE.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

To Lena Morris

You are hereby commanded and summoned to appear before this Commission on the 21st day of

November A.D., 1899, at 1 o'clock, P. M., at its office in the town of

Muskogee, Indian Territory, to answer to a Complaint filed against you by

Benton Callahan, father and natural guardian
of James W. Callahan (minor)

wherein the said Benton Callahan for James W. Callahan

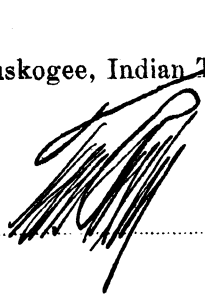
contests your right to the possession of the 1/4 of Sec. 11, T. 14 N., R. 18 E.

Creek Nation, Indian Territory.

You will therefore have before said Commission on that day such witnesses and such other evidence as you may desire to present touching your rights.

AND YOU ARE WARNED That upon your failure to answer you will be adjudged to have confessed the allegations to be true as set forth in the Complaint.

Issued by the Commission to the Five Civilized Tribes at Muskogee, Indian Territory, this 5th day of September, A.D. 1899.



Acting Chairman.

COMPLAINT.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES.

CONTEST OF ALLOTMENT.

Benton Callahan (gdn.)
James W. Callahan (minor)
Contestant.

vs.

Lena Morris
Contestee.

Counsel for Contestant.

Benton Callahan, a Creek citizen, whose name appears on Creek Census Card, Field No. 538. doth make complaint, that on the 22nd day of June A.D. 1899, he made application to the Commission to the Five Civilized Tribes to have the 1/2th of Sec. 11, T. 14 N., R. 18 E.

set apart to James W. Callahan (minor) as an allotment for a home, and that it appeared of record that Lena Morris had theretofore made application for the said tract of land for herself and said tract of land had been set apart to Lena Morris

The complainant further says that about the year 1886 the above land was improved by Benton and J. O. Callahan and in 1887 J. O. Callahan bought the share of J. O. Callahan.

In the year 1880 two square miles were fenced in, including the above land, and the same has been in possession of the contestant ever since.

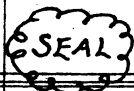
Complainant further says that contestee, Lena Morris, has no claim on improvements whatsoever upon said land

THEREFORE, Complainant asks that said Lena Morris be summoned before the Commission to the Five Civilized Tribes, to defend her claim to the tract of land above named.

Benton Callahan
Mustogee J. J.

Sworn to and subscribed before me at:
22nd day of August A.D., 1899.

John G. Sieber
Notary Public



(Commission expires Dec. 18th, 1902)

COMPLAINT.

Rule 4.—In every case of application for contest a complaint must be filed by the contestant with the Commission to the Five Civilized Tribes and at the land office in the nation in which the land lies.

Rule 5.—The complaint must conform to the following requirements:

- (a) It must be written, or partly written and partly printed.
- (b) It must describe the land involved.
- (c) It must state the land office where and the date when such application was made.
- (d) It must give the name of the contestee and the party for whom the contestee made the application.
- (e) It must give the name of the contestant and briefly and plainly state the grounds and purposes of the contest and the names of the persons for whom the contest is instituted.
- (f) It may contain any other information pertinent to the contest.
- (g) It must be duly verified.

ANSWER.

Rule 6.—The answer or demurrer must not be filed later than three days prior to the date set for hearing, and shall conform to the following requirements:

- (a) It shall contain a denial of each allegation of the contestant controverted by the contestee.
- (b) It shall contain a statement of any new matter constituting a defense, in ordinary and concise language without repetition.
- (c) It must be written, or partly written and partly printed.
- (d) It must describe the land involved.
- (e) It must state the land office where and the date when such application was made.
- (f) It must give the name of the contestant and the name of the persons for whom the contest was instituted.
- (g) It must give the name of the contestee and the party for whom the contestee made the application.
- (h) It may contain any other information pertinent to the contest.
- (i) It must be verified.

NOTICE.

Rule 7.—At least twenty days' notice shall be given of all hearings before the commission, unless by written consent an earlier day shall be agreed upon.

Rule 8.—Summons and notice of contest and hearing must be made upon the blanks prepared and supplied by the commission.

SERVICE.

Rule 9.—Personal service shall be made in all cases where the party to be served is a resident of Indian Territory, except as provided in rule 13, and shall consist of the delivery of a copy of the notice and summons to each of the contestees.

Rule 10.—When the contest is against the heirs of a deceased applicant, the service shall be upon the executor or administrator of the estate.

Rule 11.—If the person to be personally served is an infant under 16 years of age, or a person of unsound mind, service shall be made by delivering a copy to the guardian of such infant or person of unsound mind, if there be one; if there be none, then by delivering a copy to the person having the infant or person of unsound mind in charge, and also to the person who made the application for such person.

Rule 12.—Personal service may be executed by any officer of the United States, or any person.

Rule 13.—Notice may be given by publication only when it is shown by affidavit of the contestant, and by such other evidence as the commission may require, that due diligence has been used and that personal service can not be made. The contestant will be required to show what effort has been made to obtain personal service.

Rule 14.—Service by publication shall be made by advertising at least once a week for two successive weeks in some newspaper published in the nation where the land in contest lies; and if no newspaper be published in such nation then in the newspaper published nearest to such land.

Rule 15.—The first insertion shall be at least twenty days prior to the day fixed for the hearing.

Rule 16.—Where service is by publication, a copy of the notice shall be mailed by registered letter to the last known address of each person to be notified twenty days before date of hearing, and a like copy shall be posted in the land office and in a conspicuous place on the land at least two weeks prior to the day set for hearing.

Rule 17.—Proof of personal service shall be the written acknowledgment of the person served, or the affidavit of the person who served the notice, attached thereto, stating the time, place, and manner of service.

Rule 18.—When service is by publication the proof of service shall be a copy of the advertisement with the affidavit of the publisher attached thereto, showing that the same was successively inserted the required number of times, and the date thereof, and the affidavit of the person mailing the notice, attached to the post-office receipt for the registered letter.

TRIALS.

Rule 19.—Upon the trial of a contest the commission will in all cases, when deemed necessary, personally direct the examination of witnesses, in order to draw from them all the facts within their knowledge requisite to a correct conclusion of any point connected with the case.

Rule 20.—Due opportunity will be allowed opposing claimants and their counsel to confront and cross-examine the witnesses introduced by either party.

Rule 21.—A record will be kept of all proceedings at all the hearings and trials and of all the evidence adduced thereat.

DISMISSALS.

Rule 22.—In cases dismissed for want of prosecution, the commission will, by registered letter, notify the parties in interest of such action.

Rule 23.—Contests may be dismissed at any time by stipulation approved by the commission.

DEFAULTS.

Rule 24.—Contestant will be given a default against contestee upon failure of the latter to appear and defend on the return day, after due service is shown to have been made, notice to be given to the defendant of said action by registered letter.

CONTINUANCE.

Rule 25.—A postponement of a hearing to a day to be fixed by the commission may be allowed on account of the absence of material witnesses, when the party asking for the continuance makes an affidavit before the commission showing:

(a) That one or more of the witnesses in his behalf is absent without his procurement or consent.

(b) The name and residence of such witness thus absent.

(c) The facts to which they would testify if present.

(d) The materiality of the evidence.

(e) The exercise of proper diligence to secure the attendance of absent witnesses.

(f) That affiant believes said witnesses can be had at the time to which it is sought to have the trial postponed.

Rule 26.—One continuance only shall be allowed to either party on account of absent witnesses.

Rule 27.—No continuance shall be granted when the opposite party shall admit that the witness would, if present, testify to the statements set out in the application for a continuance.

REHEARINGS.

Rule 28.—Motions for reinstatement, after dismissal as provided in rules 22 and 24, and for rehearing and review, must be filed within ten days from notice of decision and be served upon the opposite party; and orders for rehearings must be brought to the notice of the parties in the same manner as in original proceedings.

APPEALS.

Rule 29.—Appeals from the final action or decision of the commission lie in every case to the Commissioner of Indian Affairs and from his decision to the Secretary of the Interior, and ten days will be allowed for appeal and argument from date of the receipt of notice of the decision, in case of personal notice, and twenty days in case of service by registered letter. All appeals must be served upon the opposite party within the time allowed for appeal, and appellee shall have ten days for replying to appeal and to serve the same. When an appeal is considered defective the party will be notified of the defect, and if not amended within ten days from notice the appeal may be dismissed by the officer to whom the appeal is taken. All notices will be served upon the attorney of record.

ATTORNEYS.

Rule 30.—Any attorney at law who desires to represent claimants or contestants before the Commission to the Five Civilized Tribes must file a certificate under the seal of a United States, State, or Territorial court of the judicial district in which he resides or the local land office is situated that he is an attorney in good standing.

SEMINOLE NATION. 43

RECORD OF FIELD WORK.

Date May 16 *Exhibit 18.*, 1899.

Qr.	Sec.	T.	R.	Class	REMARKS
N.W.	8	10	8	1	Land gently rolling, soil loam, open timber, oak, hick, walnut, pecan branch thro S.
S.W.	8	10	8	1	Same as above, house in N. half
N.W.	17	10	8	1	Land gently rolling, soil black loam, Timber, oak, hick. and walnut.
S.W.	17	10	8	2	L. gently rolling, soil loam, oak, hickory and walnut.
N.E.	18	10	8	1	L. gently roll- soil dark loam, oak, hick. and walnut. Creek through qt.
N.W.	18	10	8	2	Land gently roll- Soil sandy loam, Timb- oak, hick. elm. dry bran: through qt.
S.E.	18	10	8	2	Same as above. Creek and bran. through qt.
S.W.	18	10	8	2	Same as above Creek through qt.

All attorneys practicing before the Department of the Interior must comply with the regulations of the Department. (See page 26, Rules of Practice, in cases before United States district land offices.)

WITNESSES.

Rule 31.—All costs incident to the attendance of witnesses in proceedings instituted before the land office of the Commission to the Five Civilized Tribes shall be paid by the respective parties to the contest by whose request they have been summoned.

APPENDIX NO. 10.

SEMINOLE AGREEMENT, DECEMBER 16, 1897.

AN ACT to ratify the agreement between the Dawes Commission and the Seminole Nation of Indians.

Whereas an agreement was made by Henry L. Dawes, Tams Bixby, Frank C. Armstrong, Archibald S. McKennon, Thomas B. Needles, the Commission of the United States to the Five Civilized Tribes, and Allison L. Aylesworth, secretary, John F. Brown, Okchan Harjo, William Cully, K. N. Kinkehee, Thomas West, Thomas Factor, Seminole Commission, A. J. Brown, secretary, on the part of the Seminole Nation of Indians on December sixteenth, eighteen hundred and ninety-seven, as follows:

AGREEMENT BETWEEN THE UNITED STATES COMMISSIONERS TO NEGOTIATE WITH THE FIVE CIVILIZED TRIBES, AND THE COMMISSIONERS ON THE PART OF THE SEMINOLE NATION.

This agreement by and between the Government of the United States of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Frank C. Armstrong, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Government of the Seminole Nation in Indian Territory, of the second part, entered into on behalf of said Government by its Commission, duly appointed and authorized thereunto, viz, John F. Brown, Okchan Harjo, William Cully, K. N. Kinkehee, Thomas West, and Thomas Factor:

Witnesseth, That in consideration of the mutual undertakings herein contained, it is agreed as follows:

All lands belonging to the Seminole tribe of Indians shall be divided into three classes, designated as first, second, and third class; the first class to be appraised at five dollars, the second class at two dollars and fifty cents, and the third class at one dollar and twenty-five cents per acre, and the same shall be divided among the members of the tribe so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; giving to each the right to select his allotment so as to include any improvements thereon, owned by him at the time; and each allottee shall have the sole right of occupancy of the land so allotted to him, during the existence of the present tribal government, and until the members of said tribe shall have become citizens of the United States. Such allotments shall be made under the direction and supervision of the Commission to the Five Civilized Tribes in connection with a representative appointed by the tribal government; and the chairman of said Commission shall execute and deliver to each allottee a certificate describing therein the land allotted to him.

All contracts for sale, disposition, or encumbrance of any part of any allotment made prior to date of patent shall be void.

Any allottee may lease his allotment for any period not exceeding six years, the contract therefor to be executed in triplicate upon printed blanks provided by the tribal government, and before the same shall become effective it shall be approved by the principal chief and a copy filed in the office of the clerk of the United States court at Wewoka.

No lease of any coal, mineral, coal oil, or natural gas within said Nation shall be valid unless made with the tribal government, by and with the consent of the allottee and approved by the Secretary of the Interior.

Should there be discovered on any allotment any coal, mineral, coal oil, or natural gas, and the same should be operated so as to produce royalty, one-half of such royalty shall be paid to such allottee and the remaining half into the tribal treasury until extinguishment of tribal government, and the latter shall be used for the purpose of equalizing the value of allotments; and if the same be insufficient therefor, any other funds belonging to the tribe, upon extinguishment of tribal government, may be used for such purpose, so that each allotment may be made equal in value as aforesaid.

The townsite of Wewoka shall be controlled and disposed of according to the provisions of an act of the General Council of the Seminole Nation, approved April 23d, 1897, relative thereto; and on extinguishment of the tribal government, deeds of conveyance shall issue to owners of lots as herein provided for allottees; and all lots remaining unsold at that time may be sold in such manner as may be prescribed by the Secretary of the Interior.

Five hundred thousand dollars (\$500,000) of the funds belonging to the Seminoles, now held by the United States, shall be set apart as a permanent school fund for the education of children of the members of said tribe, and shall be held by the United States at five per cent interest, or invested so as to produce such amount of interest, which shall be, after extinguishment of tribal government, applied by the Secretary of the Interior to the support of Mekasuky and Emahaka Academies and the district schools of the Seminole people; and there shall be selected and excepted from allotment three hundred and twenty acres of land for each of said academies and eighty acres each for eight district schools in the Seminole country.

There shall also be excepted from allotment one-half acre for the use and occupancy of each of twenty-four churches, including those already existing and such others as may hereafter be established in the Seminole country, by and with consent of the General Council of the Nation; but should any part of same, at any time, cease to be used for church purposes, such part shall at once revert to the Seminole people and be added to the lands set apart for the use of said district schools.

One acre in each township shall be excepted from allotment and the same may be purchased by the United States upon which to establish schools for the education of children of non-citizens when deemed expedient.

When the tribal government shall cease to exist the principal chief last elected by said tribe shall execute, under his hand and the seal of the Nation, and deliver to each allottee a deed conveying to him all the right, title, and interest of the said Nation and the members thereof in and to the lands so allotted to him, and the Secretary of the Interior shall approve such deed, and the same shall thereupon operate as relinquishment of the right, title, and interest of the United States in and to the land embraced in said conveyance, and as a guarantee by the United States of the title of said lands to the allottee; and the acceptance of such deed by the allottee shall be a relinquishment of his title to and interest in all other lands belonging to the tribe, except such as may have been excepted from allotment and held in common for other purposes. Each allottee shall designate one tract of forty acres, which shall, by the terms of the deed, be made inalienable and nontaxable as a homestead in perpetuity.

All moneys belonging to the Seminoles remaining after equalizing the value of allotments as herein provided and reserving said sum of five hundred thousand dollars for school fund shall be paid per capita to the members of said tribe in three equal installments, the first to be made as soon as convenient after allotment and extinguishment of tribal government, and the others at one and two years, respectively. Such payments shall be made by a person appointed by the Secretary of the Interior, who shall prescribe the amount of and approve the bond to be given by such person; and strict account shall be given to the Secretary of the Interior for such disbursements.

The loyal Seminole claim shall be submitted to the United States Senate, which shall make final determination of same, and, if sustained, shall provide for payment thereof within two years from date hereof.

There shall hereafter be held at the town of Wewoka, the present capital of the Seminole Nation, regular terms of the United States court as at other points in the judicial district of which the Seminole Nation is a part.

The United States agrees to maintain strict laws in the Seminole country against the introduction, sale, barter, or giving away of intoxicants of any kind or quality.

This agreement shall in no wise affect the provisions of existing treaties between the Seminole Nation and the United States, except in so far as it is inconsistent therewith.

The United States courts now existing, or that may hereafter be created, in Indian Territory shall have exclusive jurisdiction of all controversies growing out of the title, ownership, occupation, or use of real estate owned by the Seminoles, and to try all persons charged with homicide, embezzlement, bribery, and embracery hereafter committed in the Seminole country, without reference to race or citizenship of the persons charged with such crime; and any citizen or officer of said nation charged with any such crime, if convicted, shall be punished as if he were a citizen or officer of the United States, and the courts of said nation shall retain all the jurisdiction which they now have, except as herein transferred to the courts of the United States.

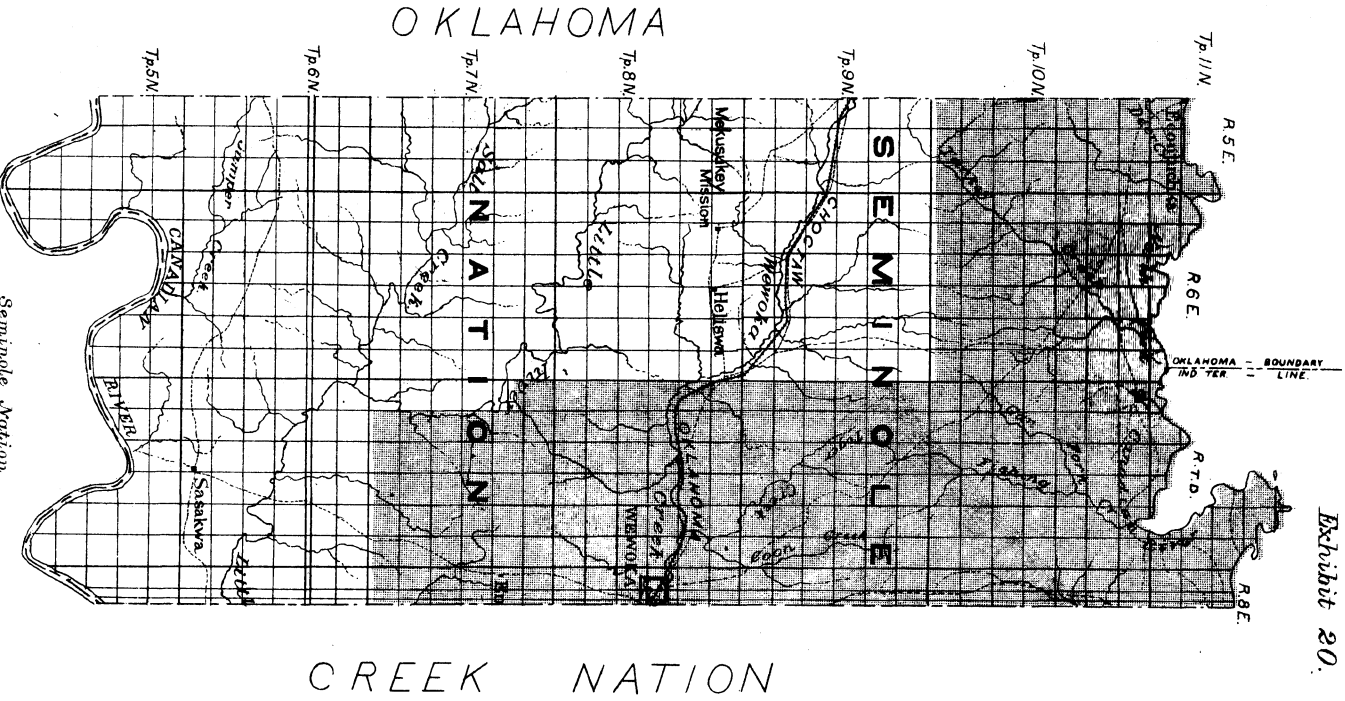
When this agreement is ratified by the Seminole Nation and the United States the same shall serve to repeal all the provisions of the Act of Congress approved June seventh, eighteen hundred and ninety seven, in any manner affecting the proceedings of the general council of the Seminole Nation.

SEMINOLE NATION. 41

RECORD OF APPRAISAL. *Exhibit 19.*

SECTION 18, TOWNSHIP 8 N., RANGE 8 E.

Date of Appraisal	Quarter of Section	Class	REMARKS
4/22 '99	N. E.	1	Land, level bottom: heavy timber, oak, hickory, elm, ash and bois d'arc. Newoka Creek through south half
	N. W.	1	Land, level bottom: heavy timber, oak, hickory, elm, pecan and bois d'arc. Newoka Creek and C. O. and G. R. R. through quarter
	S. E.	1	Land, level bottom: heavy timber, oak, hickory, elm, ash and bois d'arc. House in S. E. 40.
	S. W.	1	Land, level bottom: same upland on South half. Heavy timber, oak, hickory, elm and bois d'arc. C. O. and G. R. R. through N. E. part.



OKLAHOMA

CHICKASAW NATION

CREEK NATION

Seminole Nation
 Progress of appraisement to
 July, 1st, 1898.
 Indicated by shaded portions

It being known that the Seminole Reservation is insufficient for allotments for the use of the Seminole people, upon which they, as citizens, holding in severalty, may reasonably and adequately maintain their families, the United States will make effort to purchase from the Creek Nation, at one dollar and twenty-five cents per acre, two hundred thousand acres of land, immediately adjoining the eastern boundary of the Seminole Reservation and lying between the North Fork and South Fork of the Canadian River, in trust for and to be conveyed by proper patent by the United States to the Seminole Indians, upon said sum of one dollar and twenty-five cents per acre being reimbursed to the United States by said Seminole Indians; the same to be allotted as herein provided for lands now owned by the Seminoles.

This agreement shall be binding on the United States when ratified by Congress and on the Seminole people when ratified by the general council of the Seminole Nation.

In witness whereof the said Commissioners have hereunto affixed their names at Muskogee, Indian Territory, this sixteenth day of December, A. D. 1897.

HENRY L. DAWES,
TAMM BIXBY,
FRANK C. ARMSTRONG,
ARCHIBALD S. MCKENNON,
THOMAS B. NEEDLES,
Commission to the Five Civilized Tribes.
ALLISON L. AYLESWORTH,
Secretary.

JOHN F. BROWN,
OKCHAN HARJO,
WILLIAM CULLY,
K. N. KINKEHEE,
THOMAS WEST,
THOMAS FACTOR,
Seminole Commission.

A. J. BROWN,
Secretary.

Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the same be, and is hereby, ratified and confirmed, and all laws and parts of laws inconsistent therewith are hereby repealed.

Approved July 1, 1897.

APPENDIX NO. 11.

AN ACT To provide for the appointment of town-site commissioners and the location of a town in the Seminole Nation.

Be it enacted by the general council of the Seminole Nation: SECTION 1. That A. J. Brown, Thomas McGeisey, Thomas Factor, W. L. Joseph, and Dorsey Fife be, and are hereby, appointed as town-site commissioners for the Seminole Nation, and their term of office shall continue for four years and until their successors are appointed by the general council and qualified.

The said commissioners shall each execute a bond in the sum of five thousand dollars, to be approved by the general council, for the faithful performance of their duty, and they, or either of them, may be impeached and removed from office, and fined or otherwise punished by the general council, for malfeasance or improper conduct while in office.

Before entering upon their duties the said commissioners shall elect one of their number as president and one as secretary. They shall keep a record of all their doings and transactions and make a report of the same to the general council once in each year.

SEC. 2. That said commission shall select a suitable tract or tracts of land in the Seminole Nation, not exceeding six hundred and forty acres, for a town, to be known and designated as Wewoka. And when selected the said commissioners shall cause the same to be surveyed and divided into lots, blocks, streets, and alleys of suitable width and size for residence and building purposes, and have the same numbered and platted according to the usual plan adopted by the United States for laying out and establishing town sites.

There shall also be set apart one block for public buildings, and two additional blocks or squares, properly located, for public parks.

SEC. 3. Should any or all of the lands selected by said commission for purposes herein mentioned be owned, occupied, or claimed by any member of the Seminole Nation for business, agricultural, or grazing purposes, or as a home, or for any other legitimate purpose, then and in that event the said commission shall, before entering

upon such land for the purpose of using them as a town site, make and enter into a contract or agreement with such person or persons for the relinquishment of their right and title to the same, and in consideration thereof the said commissioners shall have the right, and they are hereby empowered, to grant and relinquish to such person or persons owning, occupying, or claiming said lands an interest in said town equivalent to one-fourth the entire number of acres which they may own, occupy, or claim: *Provided*, That such person or persons shall have the right and privilege of selecting in said town the said one-fourth interest, subject to the approval of the said commission, which selection shall include any buildings that may at the time belong to such person or persons.

SEC. 4. That a description of the tracts of land which may be selected by said commissioners for the purpose aforesaid, according to the United States survey of the same, shall be reported to the national council with a plat of the town, showing the survey of the same into lots, blocks, streets, and alleys, and also the blocks or squares for parks and public buildings, whereupon the president and secretary of the said national council, with the approval of the principal chief of the Seminole Nation, shall convey the tracts of land so selected and reported in trust to the said commissioners, who shall have the general management of the said town.

The said commission shall have power to sell or lease the said town lots upon such terms and conditions and for such considerations as they may deem proper, and to execute leases as in their judgment may be for the best interests of the said town, the Seminole Nation and people: *Provided*, That no sale shall be made to noncitizens, whether Indians by blood or otherwise, until the tribal organization as such shall cease to exist: *And provided*, That no transfer of the title of lots shall be made to any person or persons, except upon the condition that a building or buildings, or other valuable improvements, shall be erected thereon within six months from date of lease or purchase of such lot or lots: *Provided*, That said commissioners may in their discretion, for good cause shown, extend the time for the completion of such building, buildings, or improvements.

SEC. 5. That said commission shall keep a record of all lots and blocks sold, leased, or otherwise disposed of by them, and they shall pay over to the treasurer of the Seminole Nation once every six months the net proceeds of sales of the aforesaid three-fourths interest in said town: *Provided*, That the aforesaid one-fourth interest belonging to person or persons who may be entitled to the same as aforesaid shall be conveyed to such person or persons aforesaid, and said person or persons shall have the exclusive management and control of the same, and may lease, sell, or convey the same upon the terms and conditions as hereinbefore provided for the disposition of other lots and blocks. The said commissioners shall be allowed pay for their services in the management of the town, and on sales of lots five per centum of all moneys that may be received on account of such sales or leases.

SEC. 6. The said commissioners are hereby authorized to appoint a city marshal for the said town of Wewoka, who shall have the power to arrest all offenders and disturbers of the peace and protect the lives and property of the people. The said marshal shall execute a bond in such sum as said commission may prescribe for the faithful performance of his duty, and he may be removed from office by said commission for good and sufficient cause. The said commission shall also have the right to appoint a city attorney and police judge for such time and upon such terms and conditions as they may prescribe. They shall also have the power, when the population of said town is two hundred or more, to organize a city government for the said town and provide for the election of a mayor and city council in such manner and upon such terms and conditions as they may prescribe, and they shall fix the salaries or designate the fees to be paid to each of the city officers, subject to the approval of the national council. The said commission shall have the right to levy and collect taxes in said town for the purpose of maintaining a city government and making such improvements as they may deem necessary: *Provided*, That no taxes shall be levied or collected on the lots in said town during the existence of the Indian government.

SEC. 7. That the town of Wewoka shall and is hereby declared to be the capital and seat of government of the Seminole nation, and shall remain as such so long as the present tribal organization exists.

SEC. 8. This act shall take effect and be in force from and after its passage.

I hereby certify that the foregoing act was duly considered and passed by the general council of the Seminole Nation at Wewoka, Ind. T., on this 23d day of April, 1897.

NUTHCUP HARJO,
President of the Council.

Attest:

T. S. MCGEISEY,
Secretary.

Approved April 23, 1897.

JOHN F. BROWN,
Principal Chief.

DEPARTMENT OF THE INTERIOR,

COMMISSION TO THE FIVE CIVILIZED TRIBES.

Report of Classification of Lands in the CHOCTAW Nation, for the week ending July 23rd 1899.

PARTY NUMBER.	APPRAISER IN CHARGE.	NUMBER OF DAYS WORKED.	NUMBER OF ACRES CLASSIFIED.																		TOTALS.	
			ONE.	TWO.		THREE.	FOUR.		FIVE.		SIX.		SEVEN.		EIGHT.				NINE.			TEN.
				A	B		A	B	A	B	A	B	A	B	C	D	A	B				
1	S.S. Benedict	6					40	960	80	2200	5560	2800	1240	240	7360	160						20640
2	W.H. Mc Broom	"			600		40	2680	80	1480	7440	400	280		8340							22780
3	G.H. Irish	"			760	320	1440	5820		2160	11920	600			920		8240					32180
4	G.H. Bartlett	"			400		120	3080		3040	13480	40			840							21000
TOTALS FOR WEEK					1760	320	1640	12540	160	8880	38400	3840	1520	240	17460	160	8240					96600
PREVIOUSLY REPORTED					160	4560	1120	3000	10580	80	4120	27600	6440	280	80	20580		18800			640	82120
TOTALS TO DATE					160	6320	1440	4640	23120	240	13000	66000	10280	1800	320	38040	160	27040			640	178720

REMARKS:

NOTE.--Classification of Timber on back.

APPENDIX No. 12.

DECISIONS OF UNITED STATES COURTS IN INDIAN TERRITORY IN CITIZENSHIP CASES.

CHOCTAW NATION.

OPINION OF WILLIAM H. H. CLAYTON, JUDGE CENTRAL DISTRICT OF INDIAN TERRITORY.

There are upon the docket of this court, appealed from the commission to negotiate with the Five Civilized Tribes, known as the Dawes Commission, 241 cases, involving the right of citizenship in the Choctaw Nation of about 2,500 applicants.

All of these cases have been by my predecessor, Judge Lewis, placed on the equity side of the docket, and in the case of Mary A. Sanders, No. 63, a motion to transfer to the law side of the docket was filed and argued and by him overruled. It is not my purpose in these cases to disturb or to go back and open up questions already decided, but to adopt the past rulings of the court and to proceed as rapidly as possible to a final disposition of them. In passing I will remark, however, that it seems to me that the peculiarity of these cases, the many suits brought by persons having a common interest and a common purpose against the same defendant, the difficulties of enforcing the rights by judgments at law, and the many equities claimed by both parties to these suits make them proper cases for a court of equity.

The question of the jurisdiction of this court to hear and determine these cases has been raised by the pleadings. The counsel on neither side, however, have seen fit to press this question or to point out, either by brief or oral argument, the reasons for this contention. The statute giving the court jurisdiction is plain, and I know of no constitutional objections. It has been said, however, that Congress does not possess the power, under the Constitution, to give to the courts of the United States appellate jurisdiction over the final orders and awards of commissions and other such tribunals. This very question was raised in the case of *The United States v. Ritche*, decided by the Supreme Court of the United States, and reported in volume 58, United States Supreme Court Reports, page 524. In that case the proceedings were originally commenced before a board of commissioners to settle private land claims in California, under an act of Congress of March 3, 1851. Provisions were made by the act, at the suit of the losing party, for an appeal to the United States district court for the northern district of California. The board decided the case in favor of the claimant and against the Government. The United States appealed, in accordance with the provisions of the statute, to the aforesaid district court, where it was again tried de novo and an appeal regularly taken to the United States Supreme Court. In that court the question of the jurisdiction of the district court to try the case was raised. The contention is stated in the opinion. In deciding the case the court say:

It is also objected that the law prescribing an appeal to the district court from the decision of the board of commissioners is unconstitutional, as this board, as organized, is not a court under the Constitution and can not, therefore, be vested with any of the judicial powers conferred upon the General Government.

But the answer to this objection is that the suit in the district court is to be regarded as an original proceeding, the removal of the transcript, papers, and evidence into it from the board of commissioners being but a mode of providing for the institution of the suit in that court. The transfer, it is true, is called an appeal; but we must not, however, be misled by a name, but look to the substance and intent of the proceedings. The district court is not confined to a mere reexamination of the case as heard and decided by the board of commissioners, but hears the case de novo, upon the papers and testimony which had been used before the board, they being made evidence in the district court, and also upon such further evidence as either party may see fit to produce.

Following this decision, I will in these cases proceed as if they were originally brought in this court, try them de novo, and give to all of the parties all of the advantages of an original suit—that is, all cases brought here in conformity with the statute.

It is therefore ordered by the court that the claimants to the right of citizenship in these cases may have fifteen days from this date—that is, until the — day of July, 1897—in which to take and file further proof, and that the Choctaw Nation may have immediately thereafter fifteen days in which to take and file further rebuttal proof—that is, from the said — day of July, —, until the — day of July, 1897—and that all legal testimony heretofore taken and filed with the so-called Dawes Commission shall be considered as competent proof on the trial of these cases.

And that the trial of all of these cases, except such as may be disposed of otherwise, are hereby set for trial on Tuesday, the — day of —, 1897.

These cases naturally divide themselves into six heads or classes, to wit:

1. As to the right of citizenship of those Choctaws who, under the treaty of 1830, decided to remain in the State of Mississippi, called "Mississippi Choctaws," and have not since removed into the present Choctaw Nation.

2. As to the right to citizenship of those Mississippi Choctaws who have since the treaty of 1830 removed into the present Choctaw Nation.

3. As to the right to citizenship of others who are not Mississippi Choctaws who have removed from the Choctaw Nation into the States and are now residing there.

4. As to the right to citizenship of white men having married Indian women in violation of the marriage laws of the Choctaw Nation.

5. As to the right of white men to citizenship, by virtue of a legal marriage to Choctaw women and residence in the Choctaw Nation who had become lawful citizens, but, their Indian wives having afterwards died, they married for their second wives white women.

6. As to the right to citizenship of white men who, having married Choctaw women in violation of the Choctaw laws, afterwards remarry the same women in conformity with their laws.

There are submitted to the court for final hearing on the proof already taken cases involving all of the above questions which I will now proceed to decide in the order following:

I.

[No. 158.]

Jack Amos et al. v. The Choctaw Nation.

In this case the proof shows that the claimants are Choctaw Indians by blood now living in the State of Mississippi; that neither they nor their ancestors have ever removed into the present Choctaw Nation.

The claimants base their right to be enrolled as Choctaw citizens upon the terms of the second and fourteenth articles of the treaty negotiated at Dancing Rabbit Creek on September 27, 1830, and of the conditions of the patent to the lands of the Choctaw Nation executed by President Tyler in the year 1842. (Durant Ed. Choctaw Laws, p. 31.)

Articles 2 and 14 of the treaty of 1830 are as follows:

ARTICLE 2. The United States, under a grant specially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it, beginning near Fort Smith, where the Arkansas boundary crosses the Arkansas River, running thence to the source of the Canadian Fork, if in the limits of the United States, or to those limits; thence due south to Red River and down Red River to the west boundary of the Territory of Arkansas; thence north along that line to the beginning. The boundary of the same to be agreeably to the treaty made and concluded at Washington City in the year 1825. The grant to be executed so soon as the present treaty shall be ratified.

ARTICLE 14. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half of that quantity for each unmarried child which is living with him over ten years of age, and a quarter section to such child as may be under ten years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States for five years after the ratification of this treaty, in that case a grant in fee simple shall issue. Said reservation shall include the present improvements of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but, if they ever remove, are not to be entitled to any portion of the Choctaw annuity.

The conditions of article 2 of the treaty, that the land should be conveyed "to the Choctaw Nation in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it," are carried into the patent, and are the only portions of that instrument which shed any light on the question now being considered, and therefore article 2 and the conditions of the patent may be considered together.

The whole object of the treaty of 1830 was to procure the removal, as far as practicable, of the Choctaw people to the lands west of the Mississippi which they now occupy. The Supreme Court of the United States, in the case of the Choctaw Nation v. United States (119 U. S., 36), after reviewing the treaties of 1820 and 1825, says:

In the meantime, however, under the pressure of the demand for settlement of the unoccupied lands of the State of Mississippi by emigrants from other States, the policy of the United States in respect to the Indian tribes still dwelling within its borders underwent a change, and it became desirable, by a new treaty, to effect, as far as practicable, the removal of the whole body of the Choctaw Nation, as a tribe, from the limits of the State to the lands which had been ceded to them west of the Mississippi River. To carry out that policy the treaty of 1830 was negotiated.

Again, in the case, page 27, the court says:

It is notorious as a historical fact, as it abundantly appears from the records of this case, that great pressure had to be brought to bear upon the Indians to effect their removal, and the whole treaty was evidently and purposely executed not so much to secure to the Indians the rights for which they had stipulated, as to effectuate the policy of the United States in regard to their removal.

Article 3 of the treaty of 1830 stipulates that the Choctaws agree to remove all of their people during the years 1831, 1832, and 1833 to those lands. (7 Stat. L., 333.)

Article 14 of the treaty, however, provides for certain privileges and rights for those who might choose to remain in Mississippi with a view of becoming citizens of that State. They and their descendants were to receive certain lands and, after living on them for five years, intending to become citizens of the State, those lands were to be granted to them in fee simple. Then follows this very peculiar clause:

Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

The difficulty in construing this clause of the treaty is to ascertain the meaning of the word "remove." To what does it relate and how shall we give it meaning? It certainly does not purpose to impose a penalty on the Choctaw who may choose to remove for removing, and for that reason forfeit his right to the annuity, because so long as he remained in Mississippi he was not entitled to any annuity, and therefore by removing he could not forfeit that which he did not have. If he removed he was to have no annuity, and if he remained he was to have no annuity. It is evident, therefore, that the word was not used for the purpose of forfeiting the annuity in case of removal. Then what are its uses? The very object of the treaty was to procure a removal of these people. The whole of the Choctaw Nation, with all of its sovereignty, its powers, and its duties, was to be transferred beyond the Mississippi. It was to exercise its powers, confer its privileges, and maintain the citizenship of its people in another place. Those who were left behind were to retain, not this Choctaw citizenship, but only the "privileges of a Choctaw citizen;" that is, that when they put themselves into a position that these privileges could be conferred upon them they were to have them and under the conditions and purposes of this treaty how would it be possible for them to put themselves in such a position without first removing within the territorial jurisdiction of the Choctaw Nation and within the sphere of its powers? What privilege would it be possible for the Choctaw Nation to confer or a Mississippi Choctaw to receive so long as he remained in Mississippi and out of the limits of the Choctaw Nation? By the very terms of the treaty they were to become citizens of another State, owing allegiance to and receiving protection from another sovereignty. If one Mississippi Choctaw were to commit a wrong against the person or property of another, the right would be enforced and the wrong redressed under the laws of Mississippi. The Choctaw Nation would be powerless to act in such a case. The Choctaws in that State can not vote, sit as jurors, or hold office as a Choctaw citizen or receive any other benefit or privilege as such. They can not participate in the rents and profits of the lands of the Choctaw Nation, because by the very terms of the grant the Choctaw people and their descendants must live upon them. If they do not, it is an act of forfeiture, made so by the provisions of article 2 of the treaty of 1830 and also of those of the patent to their lands afterwards executed.

The title of the Choctaw people to their lands is a conditional one, and one of the conditions of the grant, expressed in both the second article of the treaty of 1830 and the patent, is that the grantee shall live upon them. And who are the grantees? Who are these people who are to live upon the land? Unquestionably the Choctaw people and their descendants; for, while the grant is to the Choctaw Nation, the people seem to be included, both as grantees and beneficiaries. The language of the treaty is, and it is carried into the patent:

The President of the United States shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple, to them and their descendants, to inure to them while they shall exist as a nation and live on it.

The Choctaw Nation is not "them" and can not have "descendants." And while it may exercise its sovereignty and its national powers within certain defined territorial limits, it can not "live on land." Those provisions of the grant which are expressed in the plural and attach to "descendants" and which require as a condition that the land shall be lived on beyond doubt refer to the Choctaw people and their descendants. Whatever effect upon the title the limitation upon the right of alienation expressed in the patent, so that the lands can not be sold except to the grantor or by its consent, may have, there can be no question but that the second article of the treaty of 1830, negotiated twelve years before the execution of the patent, and in which no limitation on the right of alienation is expressed, was intended to convey a fee-simple title, burdened by two conditions subsequent, the one that the grantees should continue the corporate existence of their nation, and the other that the people of that nation and their descendants should forever live upon the land. A failure of either would work a forfeiture of the title to the grantor.

Now, why was it that this fee-simple title was to be burdened by the condition that the grantee must live on the land? In the light of the knowledge of the conditions that then existed the answer is plain. The policy of the Federal Government at that time, relating to the Indian tribes, was to move them upon a reservation and keep them there; and if the Indian, either singly or in numbers, should stray off, soldiers with guns and bayonets were used to drive them back. This very treaty was negotiated with the Choctaws for that very purpose. Hence the condition in the grant that they should live on the land or it should be subject to forfeiture to the United States. This condition was inserted for two reasons: First, to compel the grantees to remove upon the lands, and second, to compel them to remain on them after removal. It was not intended that some should go and locate on the lands and hold the title for themselves and also for the others who should choose to remain. This would defeat the very object of the condition. These lands were conveyed to the Choctaw people to be held by them as tenants in common. This intention of the second article of the treaty of 1830 is expressed by the use of the words "them and their descendants" and of the clause that they were to "live on the land." Both of these clauses are expressed in the plural and evidently do not relate to the nation as a corporate body. That a tenancy in common was intended is made clear by a consideration of section 3 of an act of Congress entitled "An act to provide for an exchange of lands with the Indians residing in any of the States or Territories, and for their removal west of the Mississippi River," approved May 28, 1830 (4 U. S. Stat. L., 412). The section reads as follows:

And be it further enacted, That in the making of any such exchange or exchanges it shall and may be lawful for the President solemnly to assure the tribe or nation with which the exchange is made that the United States will forever secure and guarantee to them and their heirs or successors the country so exchanged with them; and, if they prefer it, that the United States will cause a patent or grant to be made and executed to them for the same: *Provided always*, That such lands shall revert to the United States if the Indians become extinct or abandon the same.

At the time the treaty of 1830 was negotiated (September 29, 1830) this act had been on the statute books of the United States for four months, and as a matter of course the commissioners to negotiate the treaty were familiar with it. But the language used in this act to limit the estate is "to them, their heirs, or successors." The language used in the treaty to limit the estate therein granted is "in fee simple to them and their descendants," and then conditions are attached not named in the statute. Why the word "successors" was left out of the treaty is plain. But why the word "heirs" was changed to the word "descendants," unless it was that a word should be used within the comprehension of those untutored Indians, who knew nothing of the technical phrases of the common law used in the conveyance of real estate, is not easy to determine. The word "successors" was omitted from the treaty because by its terms the Choctaw Nation was to have no successors. They were to live on the land forever, or it should be forfeited to the grantor. When the technical words "successors" and "heirs" were dropped and the common word "descendants" was used, these Indians could understand it. They knew what they and their offspring were. It was to them—the people and their children—that the land was sold; and when the condition was added that the grant was to be made to them and their descendants only in the event that they should live upon the lands, they could not but understand that this implied a removal to and a continual residence upon them.

As a further evidence that the parties understood that by this transaction the land was to be held in common by the people, the treaty of 1833, article 1, provides, after describing the lands, as follows:

And pursuant to an act of Congress approved May 28, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw

and Chickasaw tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal undivided interest in the whole: *Provided, however*, No part thereof shall ever be sold without the consent of both tribes and that said land shall revert to the United States if said Indians and their heirs become extinct or abandon the same. (4 U. S. Stat. L., 276.)

If this be true, there is no holding in trust by the corporate body of the Choctaw Nation for the benefit of the people, but the people themselves have the title and hold it in common.

A tenancy in common is a joint estate in which there is unity of possession, but separate and distinct title. The tenants have separate and independent freeholds or leaseholds in their respective share, which they manage and dispose of as freely as if the estate was one in severalty. * * * The interest of one tenant in common is so independent of that of his cotenant that in a joint conveyance of the estate it would be treated as a grant to each of his own share of the estate. (Tiedeman on Real Property, 235.)

And therefore any condition of the grant would be as binding on each of the tenants in common as if the estate was in severalty and vested in the individual tenant. And therefore the condition named in the second article of the treaty of 1830 and in the patent, that "they shall live on the land," is binding individually upon each and upon all of the grantees.

In the third article of the treaty the Choctaws agreed to move all of their people within three years, and the United States intended that they should go. But, by the fourteenth article of the treaty, provisions were made whereby those who should decide to remain and become citizens of the State of Mississippi, in the event that, because of the intolerance and persecutions of the whites, which they themselves had so bitterly experienced, or for any other cause, they might become dissatisfied with their altered conditions and their new citizenship and desire to follow them to their new homes, and thereafter exercise with them in their own country the privileges of citizenship, they could do so, except that they were not to participate with them in their annuities, the lands which they were to receive in Mississippi being deemed a compensation for that.

When the fourteenth article of the treaty was framed, the negotiating parties understood that the policy of the United States was that the Choctaws were to be removed. The Choctaws, in article 3, had just agreed that they should all go. The ink was not yet dry in article 2, whereby the condition was placed in this grant to the lands that they were to live upon them or they should be forfeited, and that no privilege of citizenship could be conferred or enjoyed outside of the territorial jurisdiction of their newly located nation. Understanding these conditions, the latter clause of article 14 was penned:

Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but, if they ever remove (that is, if they ever place themselves on the land and within the jurisdiction of the nation whereby those privileges may become operative), are not to be entitled to any portion of the Choctaw annuity.

In other words, if they ever remove, they are to enjoy all of the privileges of a Choctaw citizen except that of participating in their annuities. If this be not the meaning to be attached to the word "remove" as used in the clause of the treaty under consideration, it must be meaningless. But in the interpretation of statutes it is the duty of the court to so interpret them as to give to every word a meaning, and in doing so it must take into consideration the whole statute, its objects and purposes, the rights which are intended to be enforced and the evils intended to be remedied; it may go to the history of the transaction about which the legislation is had and call to its aid all legitimate facts proven or of which the courts will take judicial notice in order to find the true meaning of the word as used in the statute. Of course the same rule of interpretation applies to treaties. Adopting these rules in the interpretation of article 14 of the treaty of 1830, I arrive at the conclusion that the "privilege of a Choctaw citizen" therein reserved to those Choctaws who shall remain, thereby separating themselves, it may be forever, from their brethren and their nation, becoming citizens of another sovereignty and aliens of their own, situated so that it would be impossible, while in Mississippi, to receive or enjoy any of the rights of Choctaw citizenship, was the right to renounce his allegiance to the Commonwealth of Mississippi, move upon the lands conveyed to him and his people, and there, the only spot on earth where he could do so, renew his relations with his people and enjoy all of the privileges of a Choctaw citizen except to participate in the annuities.

As an evidence that the Choctaw people themselves took this view of the question, attention is called to the fact that their council has passed many acts and resolutions inviting these absent Choctaws to move into their country, and on one occasion appropriated a considerable sum of money to assist them on their journey; and, until the past two or three years, have always promptly placed those who did return on the rolls of citizenship, but never enrolled an absent Choctaw as a citizen.

On December 24, 1889, the general council of the Choctaw Nation passed the following resolution:

Whereas there are large numbers of Choctaws yet in the States of Mississippi and Louisiana who are entitled to all the rights and privileges of citizenship in the Choctaw Nation; and Whereas they are denied all rights of citizenship in said States; and Whereas they are too poor to immigrate themselves into the Choctaw Nation: Therefore *Be it resolved by the general council of the Choctaw Nation assembled, That the United States Government is hereby requested to make provisions for the emigration of said Choctaws from said States to the Choctaw Nation,"* etc.

The language is, not that they are entitled to the rights and privileges of Choctaw citizenship in the States named, but "who are entitled to all the rights and privileges of citizenship in the Choctaw Nation," and the prayer is that because of the fact that they are denied the rights of citizenship in the State that the United States will remove them to a place—their own country—where the rights of Choctaw citizenship may be enjoyed by them.

As a further evidence of the fact that all of the parties to the treaty, the United States, the Choctaw Nation, and the Mississippi Indians themselves, have always understood that the Mississippi Choctaws were entitled to none of the rights of a Choctaw citizen so long as they remained in that State, attention is called to the fact that the lands in Mississippi which were ceded to the United States by the Choctaw Nation by virtue of the treaty of 1830 were, under the laws of the United States, sold. The Choctaw Nation claimed that they had never been paid any consideration for them, and that the United States justly owed them the net proceeds arising out of the sale. For many years this contention was carried on before the departments of the Government, commissions, and other tribunals. Finally, by treaty, it was submitted to the Senate of the United States for decision. That body found in favor of the Choctaw Nation. The case then went to the Court of Claims, and from there to the United States Supreme Court, in which court judgment was finally rendered for nearly \$3,000,000. This judgment was rendered in November, 1886. The money was turned over to the Choctaws by the United States, and by them, with the knowledge and consent of the United States, divided among their own people who lived in the nation. Not one farthing of it was ever paid to an absent Mississippi Choctaw, and no portion of it was ever claimed by them. During this whole litigation, running through many years, no effort was made to make themselves parties to the suit. And when the money was finally paid to the Choctaw authorities, to be divided among the people, they made no claim for any part of it and entered no protest to its being paid to the resident Choctaws, nor have they brought suit for their share since. The other party to the treaty, the United States Government, the guardian of these Indians, paid the money over without making any provision for the Mississippi Choctaws to get their share, or intimating that anything was due them. When it is remembered that this money was the proceeds of the sale of the lands in Mississippi belonging to the united Choctaw people while they lived in that State, and that the great bulk of the Mississippi Choctaws had never received one farthing for their share in the lands, if they, living in Mississippi, are entitled there to the rights of a Choctaw citizen, it is remarkable that they did not assert their rights.

Again, a few years ago, the interest of the Choctaws to lands lying west of their present boundaries was sold by them to the United States for a considerable sum of money. This, like the other, was promptly divided among the resident Choctaws with the knowledge and consent of the United States, and without protest or claim of the Mississippi Choctaws. If they are entitled to the privilege of Choctaw citizens without removing into the boundaries of the nation, they are and were entitled to their pro rata share of this money. If they do not understand that they have no claim to the rights of citizenship without moving into the country, why have they, for the past sixty-five years, silently stood by and permitted these kinds of transactions to be had without claim, protest, or suit?

The Eastern Band of Cherokees, now residing in North Carolina, sustained a relationship to the Cherokee Nation almost identical to that sustained by the Mississippi Choctaws to the Choctaw Nation. Like the Mississippi Choctaws, there were some among them who were averse to moving to their new country, west of the Mississippi River. Provisions were made for them by the treaty of New Echota (the treaty of 1835), between the Cherokee Nation and the United States, similar to those with the Choctaws by the treaty of 1830. When the Cherokee people moved to the present home of the Cherokees, these remained behind in North Carolina, where they have ever since resided. Like the Choctaw treaty of 1830, the treaty of New Echota provided that their lands should be ceded to them and their descendants, etc. The Cherokee Nation, by virtue of a treaty with the United States, afterwards sold some of these lands. The Eastern Band of Cherokees, in North Carolina, unlike their Mississippi Choctaw brethren, promptly

demanding their pro rata of the proceeds of this sale, and, upon being denied, at once sought and obtained permission of the United States to sue the Cherokee Nation in the Court of Claims for this money, and also, in the same suit, to sue for another fund which was created by the treaty of New Echota, consisting of certain annuities in the sum of \$214,000, of which the Eastern Band of Cherokees claimed a pro rata share. The suit was brought, and the Court of Claims, in a very elaborate and learned decision, decided against the right of the Eastern Band of Cherokees to recover, upon the ground that those Cherokees, by the act of remaining in North Carolina, had alienated themselves from the Cherokee Nation to such an extent that they could not claim any of the rights of a Cherokee citizen without moving into the Cherokee Nation and there being readmitted in accordance with the constitution and laws of that nation. The case was appealed to the Supreme Court of the United States, and there the decision of the Court of Claims was affirmed. (*Eastern Band of Cherokees v. United States*, 117 U. S., 288.) In that case the Supreme Court, after reviewing all of the treaties and statutes relating to the matter, concluded by saying:

If Indians in that State (North Carolina) or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation, and be readmitted to citizenship as there provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. Those funds and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation, and not in any respect for those who had separated from it and become aliens to their nation. We can see no just ground on which the claim of the petitioners can rest in either of the funds held by the United States in trust for the Cherokee Nation.

It seems to me that this decision of the Supreme Court, founded on a case so nearly similar to the one at hearing, conclusively settles the contention in favor of the Choctaw Nation. Indeed, in that case, the Supreme Court expresses a very strong intimation that those provisions of the treaty of New Echota relating to and providing for those Cherokees who should refuse to remove West were confined in their operation to that class of Cherokees then in esse, and the rights conferred by those provisions of the treaty did not descend to their offspring: that the descendants of those Cherokees did not succeed to the rights of their ancestors under the treaty. The language of the Supreme Court is:

Nor is the band (Eastern Band of Cherokees), organized as it now is, the successor of any organization recognized by any treaty or law of the United States. Individual Indians who refused to remove West and preferred to remain and become citizens of the States in which they resided were promised certain moneys, but there is no evidence that the petitioners have succeeded to any of these rights. The original claimants have probably all died, for fifty years have elapsed since the treaty of 1835 was made, and no transfer from them to their legal representatives is shown. (Ib., 310.)

The court proceeds, however, to decide this case, as heretofore shown, on the ground that the Indians composing the Eastern Band of Cherokees had not removed into the Cherokee Nation and reassumed their citizenship under the constitution and laws of that nation.

I am disposed to the opinion, however, and will so hold, that the descendants of the Mississippi Choctaws, by virtue of the fourteenth article of the treaty of 1830, are entitled to all of the rights of Choctaw citizenship, with all of the privileges and property rights incident thereto, provided they have renounced their allegiance to the sovereignty of Mississippi by moving into the Choctaw Nation in good faith to live upon their lands, renewing their allegiance to that nation, and putting themselves in an attitude whereby they will be able to share in the burdens of their government. The reason for this conclusion is, to my mind, made morally certain when it is remembered that ever since the treaty of 1830, now for the period of nearly sixty-seven years, with the exception of the past two or three years, the Choctaw Nation, by its legislative enactments, and by its acts so long continued that by custom they have become crystallized into law, have universally admitted all who should remove to this country and rehabilitate them in all of the rights and privileges of citizenship enjoyed by themselves.

The counsel for the claimants lay considerable stress on the effect of the provisions of article 13 of the treaty of 1866 between the United States and the Choctaw Nation. (14 Stat. —.)

By the eleventh and twelfth articles of that treaty a scheme was devised by which the lands of the Choctaw and Chickasaw nations were to be surveyed and divided and allotted to the individual Indians, provided the councils of the respective nations should agree to it, which, however, they have refused to do. A land office was to be established at Boggy Depot, in the Choctaw Nation. When all of the surveys were completed, maps thereof were to be filed in the said land office, subject to the inspection of all parties interested, and immediately there-

after notice of such filing was to be given for ninety days, calling upon all parties interested to examine said maps, to the end that errors in the location of occupancies, which were to be noted on the maps, might be corrected. Then followed article 13 of the treaty, which is as follows:

ARTICLE 13. The notice required in the above article shall be given, not only in the Choctaw and Chickasaw nations, but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for him or herself, or others, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom the selection is to be made, to become bona fide resident in the said nation within five years from the time of selection; and should the said absentee fail to remove into said nation and occupy and commence an improvement on the land selected within the time aforesaid the said selection shall be canceled, and the land shall thereafter be discharged from all claim on account thereof.

From an examination of this article of the treaty it will be seen that the Choctaws and Chickasaws recognized the right of absent members of their nation to participate in the allotment and the subsequent ownership of their lands to the same extent as they themselves enjoyed, but on conditions, however: First, that they should satisfy the register of the land office of their intention to become bona fide residents in the said nation within five years from the time of said selection; and second, that within the said five years they should actually remove into the said nation (here is a statute of limitation), and third, that within the said five years they should occupy and commence an improvement upon the selected lands.

It will be observed that this latter clause imposes a condition on absent Indians nowhere required of the resident ones by any clause of the treaty. They were required to move into the country and show their good faith and their intention to remain bona fide citizens of the nation by actual occupancy of the land and an expenditure of money in its improvement. The notice was to be given them in order that they might have an opportunity of removing into the nation and there residing and resuming their rights as citizens; but care was to be taken, and safeguards provided by which their removal was to be actually had, and that it was to be done in good faith. First, the register of the land office was to be convinced, by such proof as might satisfy him, of the intention of the absent Indian to become a bona fide resident of the nation before he was allowed to make a selection; and, second, that was to be followed by an actual occupancy and improvement of the land; and if he failed in this, it worked a forfeiture of his rights. Nowhere within the whole treaty is any right recognized or conferred on an absent Indian except on the condition that he shall remove into the nation, and the right is not to be consummated or enjoyed until after actual removal. No treaty or act of the Choctaw council, or of any officer of the Choctaw Nation, since the treaty of 1830, can be cited, or at least I have not found them, whereby any right or privilege has been conferred, granted, or recognized in or to a Mississippi Choctaw, so long as he shall remain away from his people, but there are an infinitude of such acts and conduct granting and recognizing such rights and privileges to him after he shall have removed.

The provisions of the treaty of 1866, so far from being an authority in favor of the contention of claimants, seems to me to be strongly against them.

To permit men with, perchance, but a strain of Choctaw blood in their veins, who, sixty-five years ago, broke away from their kindred and their nation, and during that time, or the most of it, have been exercising the rights of citizenship and doing homage to the sovereignty of another nation, who have borne none of the burdens of this nation, and have become strangers to the people, to reach forth their hands from their distant and alien home and lay hold of a part of the public domain, the common property of the people, and appropriate to their own use, would be unjust and inequitable.

It is, therefore, the opinion of the court that absent Mississippi Choctaws are not entitled to be enrolled as citizens of the Choctaw Nation.

The action of the Dawes Commission is, therefore, affirmed, and a decree will be entered for the Choctaw Nation.

II.

[No. 11.]

E. J. Horne v. The Choctaw Nation.

In this case the pleadings and proof show that the claimant is a Mississippi Choctaw, and that prior to his application to be enrolled he had, in good faith, moved into the Choctaw Nation, and on the 9th day of September, 1896, filed with

the Dawes Commission his application to be enrolled as a Choctaw citizen. That he is a Choctaw by blood.

The act conferring jurisdiction on the commission to negotiate with the Five Civilized Tribes, called the "Dawes Commission," entitled "An act making appropriation for current and contingent expenses of the Indian Department," etc., approved June 10, 1896 (Stat. L., 1895-96, p. 339), among other things provides that "every application for citizenship must be made to the commission within three months after the passage of the aforesaid act." And, therefore, the claimant in this case, having complied with that provision of the statute, and being a "Mississippi Choctaw," and having returned to the Choctaw Nation in good faith, under the rule laid down in the decision just rendered, in the case of Jack Amos et al. v. Choctaw Nation, he is entitled to be enrolled as a Choctaw citizen, unless the fact that he is a Choctaw of less than one-eighth blood shall deprive him of that right.

On November 5, 1886, the following act of the Choctaw council was approved and went in force:

AN ACT entitled "An act defining the quantity of blood necessary for citizenship."

SEC. 1. *Be it enacted by the general council of the Choctaw Nation assembled.* That hereafter all persons noncitizens of the Choctaw Nation making or presenting to the general council petition for rights of Choctaws in this nation, shall be required to have one-eighth Choctaw blood, and shall be required to prove the same by competent testimony.

SEC. 2. *Be it further enacted.* That all applicants for rights in this nation shall prove their mixture of blood to be white and Indian.

SEC. 3. *Be it further enacted.* That no person convicted of any felony or high crime shall be admitted to the rights of citizenship within this nation.

SEC. 4. *Be it further enacted.* That this act shall not be construed to affect persons within the limits of the Choctaw Nation now enjoying the rights of citizenship.

SEC. 5. *Be it further enacted.* That this act shall take effect and be in force from and after its passage. (Durant Digest, p. 266.)

By the fourteenth article of the treaty between the United States and the Choctaw Nation, negotiated on the 27th day of September, 1830, as interpreted by this court in the aforesaid case of Jack Amos et al. v. The Choctaw Nation, all Mississippi Choctaws and their descendants were entitled, upon their removal to the Choctaw Nation, to all the privileges of a Choctaw citizen, except to the right to participate in their annuities. This right of citizenship being conferred by the treaty, no law afterwards enacted by the Choctaw council can deprive them of that right, because it would be in conflict with the treaty, which confers that right to them and their descendants, without reference to the quantity of Indian blood. If they are descendants of Choctaw ancestors, it is sufficient. As to them, therefore, the law does not apply.

In this case the claimant is entitled to be enrolled as a Choctaw citizen. The decision of the Dawes Commission is — and judgment will be entered for the claimant.

III.

[No. 109.]

Sidney J. Cundiff v. The Choctaw Nation.

The proof in this case shows that the claimant is a Choctaw Indian by blood; that on the 1st day of January, 1887, he moved from the Choctaw Nation into the State of Texas, where he has ever since resided, and still resides. On the 7th day of September, 1896, he filed his application for citizenship with the Dawes Commission, and was —. The case is regularly appealed to this court.

The question in this case is, Can a Choctaw Indian who has moved off of the Choctaw lands, and into one of the States, where he now resides, be placed upon the rolls of Choctaw citizenship without first removing into the Choctaw Nation and upon their lands?

The very object of the treaty of 1830 between the Choctaws and the United States (7 Stat. L., p. 333) was to secure the removal of the Choctaw people to the lands they now possess west of the Mississippi River. (So held by the Supreme Court of the United States in the case of the Choctaw Nation v. The United States, 119 U. S., 36, 37.) By the second article of that treaty, granting the lands now held by the Choctaw Nation to them, as well as by the terms of the patent afterwards executed by the United States, two conditions subsequent were attached to the grant; one, that the Choctaw people shall thereafter continue to exist as a nation, and the other, that they shall live upon the land.

In the case of Jack Amos et al. v. The Choctaw Nation, decided at the present term, it was held that the condition that they should live on the land applied to the Choctaw people individually as well as collectively. It was attempted to be

shown in that case, and I think successfully, that the object of this condition was to prevent these Indians from straying away from their lands by imposing a forfeiture of the title as to all who should do so; that the individual Indian must himself live on the land; that one of the effects of this condition is to prevent the holding of the lands by an Indian in actual possession for others out of possession, as can be done in ordinary tenancy in common, when there are no conditions attached to the grant; that the Choctaw people, being tenants in common of the land, as declared by the eleventh article of the treaty of 1866 between the United States and the Choctaw Nation (14 Stat. L., —), any conditions of the grant would be binding on each of the tenants individually. And, therefore, if any Choctaw, after having once moved on the land, should afterwards abandon it or move off of it and live elsewhere, this would be a breach of the condition, such a one as would work a forfeiture to the title.

But there is another condition to the grant, set out both in the second article of the treaty of 1830 and of the patent. It is that these grantees, these tenants in common, shall not only live on the land, but they shall exist as a nation, or their title shall be forfeited. Now, each one of these tenants in common possesses all of the rights, and is entitled to all of the privileges, and is required to perform all of the duties relating to the land that each of the others is entitled to and must perform; and, therefore, if none shall be allowed to abandon the land, or cease to live on it, each and all of the others may do the same thing, and if they should exercise the same right, and move off of the land and out of the nation, what would become of its existence? The individual Choctaw who moves away from his people, abandons their lands and separates himself from the sphere of their political organization as a nation, is not performing his part of the condition that these people shall "exist as a nation." He is also violating the very object of the treaty, and the policy of the Federal Government as well as of his own.

In my opinion, as long as he remains away from the nation and the lands, under these circumstances, he forfeits his right to that citizenship which he has abandoned, and which carries with it the right to the land; that the Choctaw Nation, in the exercise of its sovereign power, has the right to refuse to place him on its rolls of citizenship.

In the language of the Supreme Court of the United States in the case of the Eastern Band of Cherokees *v.* United States (117 U. S., 331)—

They [the Indians] can not live out of its [the nation's] territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the fund and common property of the nation.

It can not be disguised that these Indians who are living away from the nation in the States, and are now seeking to be enrolled without removing upon their lands, are doing so for the purpose alone of sharing with those who, true to their treaty obligations, have remained on the land in this nation which they expect soon to be allotted. And it is possibly true that the object of the Government in causing these rolls to be made is that they shall be used as a basis of allotment. To allow these Indians who have abandoned their lands and their people, who have and do refuse to perform the duties of Choctaw citizenship, without any intention on their part to resume their relations with their people, to remain away, in violation of every duty of citizenship, and against the very terms of the deed to the lands which they now seek to possess themselves of, without performing the conditions, is not just, and it is not the law.

As to all such Indians who may have in good faith returned to the Choctaw Nation with the intention of resuming their relations of citizenship, I think they are entitled to do so, unless the Choctaw statute of November 6, 1886 (Durant's Dig., 266), has the effect of disqualifying from that date all of those who may have less than one-eighth Choctaw blood. This question I do not now decide.

The court is, therefore, of the opinion that the claimant in this case is not entitled to enrollment, and the action of the Dawes Commission is affirmed, and judgment for the Choctaw Nation.

IV.

[No. 234.]

W. R. Senter *v.* The Choctaw Nation.

The facts of this case, as found by the master in chancery, and not excepted to, are as follows:

That claimant, a white man, was married December 25, 1889, in the State of Texas, according to the laws of that State, to a registered Choctaw woman by

blood, and that he is a resident of the Choctaw Nation, but that he was not married in conformity with the Choctaw laws relating to marriage.

The question in this case is, Is this marriage to this Indian woman, followed by a residence in the nation, so far valid as to confer upon the white husband the rights of citizenship in the Choctaw Nation?

Article 38 of the treaty of 1866 (14 Stat. L., —) is as follows:

Every white person who, having married a Choctaw or Chickasaw, resides in said Choctaw or Chickasaw Nation, or who has been adopted by the legislative authorities, is to be deemed a member of said nation and shall be subject to the laws of the Choctaw and Chickasaw nations, according to his domicile, and to prosecution and trial before their tribunals and to punishment according to their laws, in all respects as though he was a native Choctaw or Chickasaw.

At the time of the negotiation and ratification of the treaty of 1866 the following act of the Choctaw Nation, approved October, 1840, was in force in that nation, to wit:

AN ACT in relation to white men marrying in the nation, etc.

SEC. 4. *Be it enacted by the general council of the Choctaw Nation assembled.* That no white man shall be allowed to marry in this nation, unless he has been a citizen [evidently meaning a resident] of this nation for two years.

And be it further enacted. That he shall be required to procure a license from some judge or the district clerk and be lawfully married by a minister of the gospel, or some other authorized person, before he shall be entitled and admitted to the privileges of citizenship.

And be it further enacted. [That] should any officer or minister of the gospel who are authorized by law to marry in this nation perform such marriage ceremony not agreeable to this act, [he] shall be made to pay a fine of one hundred dollars for each offense, and the money shall be put into the district treasury in which said marriage ceremony may have taken place.

And be it further enacted. That no white man who shall marry a Choctaw woman shall have the disposal of her property without her consent, and any white man parting from his wife without just provocation shall forfeit and pay over to his wife such sum or sums as may be adjudged to her by the district court for said breach of the marriage contract, and be deprived of citizenship.

Of the four clauses in the above act, the last is the only one that is in conflict with the provisions of the treaty above cited. The treaty provides that the marriage and residence in the Choctaw Nation shall place the married man in every respect as if he were a native Choctaw. The last clause of the act puts him in a different attitude than that of the Indian. There was no law of the Choctaw Nation at that time providing that the penalty therein mentioned should be imposed on an Indian by blood for deserting his wife, and, therefore, if the act should stand, the white married man would not be situated in all respects as a native Choctaw. Hence there is a conflict between the treaty and the act, and of course the provisions of the treaty must prevail, and, therefore, so much of the act as is contained in this last clause must be considered as having been repealed by the treaty. But I observe no reason why the other three clauses of the act should not stand unrepealed as the law in force in the Choctaw Nation until some other act of the council or treaty shall have repealed it.

There was another act of the Choctaw council relating to white men marrying Indian women in force at the time of the ratification of the treaty of 1866, to wit:

SEC. 15. *Be it enacted by the general council of the Choctaw Nation assembled.* That every white man who is living with [an] Indian woman in this nation without being lawfully married to her shall be required to marry her lawfully or be compelled to leave the nation.

Be it further enacted. That no white man who is under a bad character will be allowed to be united to an Indian woman in marriage in this nation under any circumstances whatever. (Approved Oct., 1849.)

Surely, this most salutary act was not in conflict with the treaty. It required, as does the act now in force, to be presently cited, that the white man should be of good character before he could marry one of their Indian women and thereby secure the right of citizenship in their nation.

After the ratification of the treaty of 1866, on the — day of —, 1875, the following act was passed by the Choctaw council and approved by the governor:

1. *Be it enacted by the general council of the Choctaw Nation assembled.* Any white man, or citizen of the United States or of any foreign government, desiring to marry a Choctaw woman, citizen of the Choctaw Nation, shall be, and is hereby, required to obtain a license for the same from one of the circuit clerks or judges of a court of record, and make oath or satisfactory showing to such clerk or judge that he has not a surviving wife from whom he has not been lawfully divorced; and unless such information be freely furnished, to the satisfaction of the clerk or judge, no license shall issue; and every white man or person applying for a license as herein provided shall, before obtaining the same, be required to present to the said clerk or judge a certificate of good moral character signed by at least ten respectable Choctaw citizens by blood, who shall have been acquainted with him at least twelve months immediately preceding the signing of such certificate; and before any license, as herein provided, shall be issued, the person applying shall be, and is hereby, required to pay to the clerk or judge the sum of twenty-five dollars, and be also required to take the following oath: "I do solemnly swear that I will honor, defend, and submit to the constitution and laws of the Choctaw Nation, and will neither claim nor seek from the United States Government or from the judicial tribunals thereof any protection, privilege, or redress incompatible with the same as guaranteed to the Choctaw Nation by the treaty stipulations entered into between them, so help me God."

2. Marriages contracted under the provisions of this act shall be solemnized as provided by the laws of this nation, or otherwise shall be void.

3. No marriage between a citizen of the United States, or of any foreign nation, and a female citizen of this nation, entered into within the limits of this nation, except as hereinbefore authorized and provided, shall be legal, and every person who shall engage and assist in solemnizing such marriage shall, upon conviction, be fined fifty dollars, and it shall be the duty of the district attorney in whose district such person resides to prosecute such person before the circuit court, and one-half of all fines arising under this act shall be equally divided between the sheriff and the district attorney.

4. Every person performing the marriage ceremony under the authority of a license, provided for herein, shall be required to attach a certificate of marriage to the back of the license and return it to the person in whose behalf it was issued, who shall, within thirty days therefrom, place the same in the hands of the circuit clerk, whose duty it shall be to record the same and return it to the owner.

5. Should any man or woman, a citizen of the United States or of any foreign country, become a citizen of the Choctaw Nation by intermarriage, as herein provided, and be left a widow or widower, he or she shall continue to enjoy the rights of citizenship, unless he or she shall marry a white man or woman or person, as the case may be, having no rights of Choctaw citizenship by blood. In that case all his or her rights acquired under the provisions of this act shall cease.

6. Every person who shall lawfully marry under the provisions of this act and afterwards abandon his wife or her husband shall forfeit every right of citizenship, and shall be considered an intruder and removed from this nation by order of the principal chief.

It is contended that this act is in violation of the treaty, because no forms or ceremonies of marriage or conditions are in the treaty prescribed, and hence any marriage to a Choctaw, if legal where made, must be held to be a legal marriage in the Choctaw Nation, and therefore must carry with it the right to Choctaw citizenship; that is, a marriage in Texas, solemnized as provided by its laws, being a legal marriage there, is by the law a legal marriage everywhere, and therefore a legal one in the Choctaw Nation which, by the terms of the treaty, carries with it Choctaw citizenship. Is this contention correct?

The fifth and sixth sections of the act relate to conditions that may arise after the marriage, and therefore have nothing to do with the question now being considered, and for the purposes of this case may be discarded.

The first section of the act provides that a white man, before he will be permitted to marry an Indian woman, must procure from the proper officer a marriage license, and before obtaining the license he must show, by his own oath or other satisfactory proof, that he has not a surviving wife from whom he has not been lawfully divorced. He shall further be required to present to the officer a certificate of good moral character signed by at least ten respectable Choctaw citizens by blood, who shall have been acquainted with him at least twelve months; he is further required to pay a fee of \$25 (afterwards changed to \$100 by act of council approved November 10, 1887), and, finally, he is required to take an oath of allegiance to the Choctaw Nation. The above-cited provisions are all of the requirements of the act, so far as the white man is concerned, relating to the marriage. The ceremony of the marriage may be performed by any person and in any manner known to the law. All that is required is:

1. That no white man having a living wife shall impose himself upon their women and live a bigamous life with them;
2. That they shall be of good moral character;
3. That they shall pay the fee for the license, and
4. That they shall, before being naturalized, take the oath of allegiance.

There is not a provision in it that is not required by every civilized nation on earth, under similar circumstances, both as relating to the marriage and to the naturalization. Is it possible that by mere inference, because the treaty is silent as to the ceremonies or as to the place of the marriage, that a tribe of Indians is to be deprived of the right to inquire into the character of strangers and aliens who seek to marry their daughters, and through this method to become their fellow-citizens and equally share with them their lands and property? Are they to be deprived of the right to require of these aliens the poor pittance of an oath binding them to their allegiance? If this is true, what becomes of the sovereignty of the Choctaw Nation? Every sovereign power has the right to pass upon the qualifications of its own citizens and to prescribe terms for those who seek citizenship with them. It is said that the Choctaw Nation is a limited and a dependent sovereignty; but it is only limited and dependent in so far as its powers are circumscribed by the Constitution, laws, and treaties of the United States.

By the seventh article of the treaty of 1855, which is still in force, it is provided that—

So far as may be compatible with the Constitution of the United States and the laws made in pursuance thereof regulating trade and intercourse with the Indian tribes, the Choctaws and Chickasaws shall be secured in the unrestricted right of self-government and the full jurisdiction over persons and property within their respective limits, excepting, however, all persons, with their property, who are not, by birth, adoption, or otherwise, citizens or members of either the Choctaw or Chickasaw tribe.

This provision of the treaty seems to give to the Choctaws and Chickasaws the right to regulate marriage and prescribe all reasonable rules relating to the naturalization of white men in this country. These are the most simple and common, as well as the most necessary, attributes of sovereignty, and so essential to the virtue and welfare of the commonwealth that they ought not to be construed away from this Indian tribe except upon the most positive and certain terms of the law.

If a white man about to marry a Choctaw woman in good faith intends to become a citizen of the nation, why should he object to conforming to the requirements of this statute, which in its demands are so simple, so just, and so easily performed? Is it because he is unable to make oath or to otherwise prove that he has not a living wife; or that he is unable to prove his good character; or that he is too poor to pay a license fee which is to procure for him a wife and purchase for him an undivided share in all of the lands of the Choctaw Nation equal to that of any Choctaw in it? Or is it because he does not care to take the oath and make himself a Choctaw citizen, that he may, by the laws and customs of the Choctaw Nation, live on and enjoy their lands in the home of his Choctaw wife and children without submitting himself to their laws; that he may have all of the benefits of the usufruct of the Indian lands and United States citizenship combined?

When it is remembered that this law has been a public statute for twenty-two years past, and during all of that time the decision of every court having jurisdiction over this country has constantly and persistently been that the Choctaw statute was valid and not in conflict with the treaty, and that the law in this jurisdiction for all of that time has been enforced by the courts upon that theory, the people, by public statute and by the judgment of the courts, have had full notice of the condition, it would seem strange, indeed, that any man, under these circumstances, whose purpose it was by this method to become an Indian, who intended to abandon his United States citizenship and become a Choctaw, would refuse to follow the statute and do those things so simple and so plain which the courts were proclaiming he must do. A marriage of a white man to a Choctaw Indian, under these circumstances, without conforming to the requirements of the Choctaw statute, is the very strongest evidence of the fact that the man did not intend to become a Choctaw citizen, but that he did intend to retain that of his own country and race. As the laws were all along being administered, that was the effect of such a marriage. It will not do to say that the common people upon the subject of the law were wiser than the courts; that these men who were marrying Choctaw women knew all the time that the statute was void and that the courts were in error, and they would marry in accordance with their own superior views and wait until some wiser judge should take the bench and give a more proper exposition of the law. Of course, by these unlawful marriages they did not intend to become Choctaw citizens; the very object in marrying in this way was to avoid that very thing. I am not criticising them for marrying thus. The marriage was good so far as the marriage relations between them and their wives and the legitimacy of their children were concerned, but it did not change their citizenship. They did not want it to make them Choctaws; this was the thing they were trying to avoid, and can it be said that without any intention to become a citizen, without any renunciation of his allegiance to his old sovereignty or any oath of fidelity to the new, and against his will at the time it was solemnized, this marriage shall make him a Choctaw citizen?

Not only have the courts at Paris, Tex., and at Fort Smith, Ark., which, so far as the United States was concerned, for so long a time exercised exclusive jurisdiction over the Choctaw and Chickasaw nations, decided the law in accordance with this view, but the statutory law of the United States recognizes the validity of these Indian statutes relating to marriage. The act of May 2, 1890, extending and enlarging the jurisdiction of the United States court for the Indian Territory (Sup. Rev. Stat., vol. 1, p. 737, sec. 38), after granting to the clerk and deputy clerks of the said court the right to issue marriage licenses and certificates, and to solemnize marriages in the Indian country, and extending the marriage laws of Arkansas over the said country, provides:

That said chapter 103 of said laws of Arkansas (the marriage law) shall not be construed so as to interfere with the operation of the laws governing marriage, enacted by any of the civilized tribes, nor to confer any authority upon any officer of said court to unite a citizen of the United States in marriage to a member of any of the civilized nations until the preliminaries to such marriage shall have first been arranged according to the laws of the nation of which said Indian is a member: *And provided further*, That when such marriage is required by law of an Indian nation to be of record, the certificate of such marriage shall be sent for record to the proper officer, as provided in such law enacted by the Indian nation.

Here is a direct recognition of the validity of the Choctaw statute by the United States through its laws enacted by Congress. Surely the reason why the clerk of

this court is not allowed by law to marry a white man to a Choctaw woman without it shall be in accordance with Choctaw law is because, in the judgment of Congress, it was necessary to the validity of the marriage, so far as to confer on the man citizenship in the Choctaw Nation. It is a statutory recognition of the sovereignty of these civilized nations to the extent that they may control their own marriage and naturalization laws, as they should do.

In the case of *Nofire v. United States* (116 U. S., 657) this question is inferentially, if not fairly, decided in favor of the validity of these Indian marriage statutes. The Cherokee statute is similar to the one under consideration. The case went up to the Supreme Court of the United States from the United States circuit court at Fort Smith, Ark. Judge Parker decided that because the party claimed to have been murdered by Nofire had not married his wife, a Cherokee Indian, in accordance with the Cherokee law, he was not a citizen of the Cherokee Nation, he being a white man. Judge Parker had held that because the license to marry had been issued by a son of the clerk, who was not a deputy clerk, but was performing the duties of one, the license was issued without authority, and that therefore the marriage was void. But the Supreme Court differed with the judge of the circuit court and held that the son of the clerk, acting as he did as to those who dealt with him, was de facto clerk, and as to them his acts were valid, and therefore the man had been married in accordance with the Cherokee laws, which made him a Cherokee, and ousted the jurisdiction of the United States courts over him. While it is true that in that case the question was not directly raised before the court, yet the whole opinion concedes, and the argument is made on the theory, that marriage in accordance with the Indian statute was necessary to confer citizenship.

It is argued that if a white man marry an Indian woman in one of the States, in accordance with the law of that State, that it is a valid marriage there, and by the well-known principle of the law that a marriage valid where contracted is valid everywhere, it must be valid in the Choctaw Nation.

The principle is conceded. But the effect of such a marriage in the State is only to create the relation of man and wife, legitimize the offspring, and give to him such control over the wife's property as the law of the States prescribes. Such rights he carries with him wherever he may go, because they are personal; they affect nobody but the man and his wife; he can carry them with him; they do not attempt to interfere with the political, civil, or property rights of others. But if the effect of such a marriage is to be given to it as is claimed here it would decitizenize a citizen of the United States, making of him a citizen of a foreign country and a tenant in common with each and all of the people of that nation to every foot of land they own, and this, too, over the protest and against the laws of the foreign nation. No investigation into the character and fitness of the man to become a citizen is had, nor is any oath, binding him to his allegiance, administered. He may be the veriest vagabond that treads the earth and can turn traitor to his adopted country without violating any promise of allegiance made by him. Surely such unusual and important incidents connected with the marriage, affecting, as they do, the political, civil, and property rights of others, can not be said to be a part of such marriage. He carries with him into other countries only such marital rights as are conferred on him by the laws of the State where married, and as are recognized by the civilized world as pertaining to the marital relation, and such as affect only the parties to the marriage and their issue, and such rights, and such rights only, a white man who may marry a Choctaw woman in one of the States, in violation of the Choctaw laws, carries with him to the nation when he goes into it with his Indian wife, and such rights the Choctaws have always recognized; they allow the woman to retain her citizenship; the issue of the marriage is held to be legitimate, and the husband may live upon and cultivate their lands by virtue of the title of his wife and children, and enjoy all of the marital rights to the full extent that they could have been enjoyed in the State where he was married, as elsewhere in the civilized world. The rule of the law that "A marriage valid where consummated is valid everywhere" is not violated by holding that the marriage of an Indian woman by a white man, in violation of the Indian laws, in one of the States, does not confer upon him those rights of citizenship and of becoming vested to a title as tenant in common of the lands of the nation which a valid marriage, under the Choctaw laws, would confer.

The court is of the opinion, therefore, that in order to confer the right of citizenship by marriage in the Choctaw Nation, the marriage must be a valid one, under the provisions of the Choctaw laws.

Hence, in this case, the claimant is not entitled to be enrolled as a citizen of that nation. The action of the Dawes Commission, in placing him on the said rolls, is reversed, and the Choctaw Nation may have judgment.

V.

F. R. Robinson *v.* The Choctaw Nation.

The facts of this case are, that the claimant, F. R. Robinson, is a white man; that on the 21st day of September, 1873, in the Choctaw Nation and according to their laws, he married a Choctaw woman by blood, a recognized citizen of the Choctaw Nation; that the said Indian wife died on the 21st day of April, 1884, and on August 10, 1884, claimant married a white woman, not a citizen of the Choctaw Nation.

By the fifth section of the act of the Choctaw council, approved November 9, 1875 (Durant Dig., 226), it is enacted:

Should any man or woman, a citizen of the United States or of any foreign country, become a citizen of the Choctaw Nation by intermarriage as herein provided, and be left a widow or widower, he or she shall continue to enjoy the rights of citizenship; unless he or she shall marry a white man or woman or person as the case may be having no rights of Choctaw citizenship by blood. In that case all his or her rights acquired under the provisions of this act shall cease.

The twenty-eighth article of the treaty of 1866 (14 Stat. L. —) provides:

ARTICLE 28. Every white person who, having married a Choctaw or Chickasaw, resides in the said Choctaw or Chickasaw Nation, or who has been adopted by the legislative authorities, is to be deemed a member of said nation, and shall be subject to the laws of the Choctaw and Chickasaw nations, according to his domicile, and to prosecution and trial before their tribunals, and to punishment according to their laws, in all respects as though he was a native Choctaw or Chickasaw.

The question is, "Do the Choctaw statute and the treaty conflict?" If so, the statute must yield to the treaty, and the marriage is legal. If not, they both must stand and the marriage, being in violation of the statute, is void.

At the hearing the question was argued that the first marriage having been solemnized before the enactment of the statutes the rights of the claimant became vested by that act, and therefore it was contended that although the second marriage was after the statute became a law it could not divest the claimant of those rights which had been conferred upon him before the passage of that act. But the view to take of the legality of this statute relieves me of the necessity of deciding this point.

The treaty makes every white man who may marry a Choctaw or Chickasaw woman a citizen. to use the language of the last words of article 28, above set out, "in all respects as though he was a native Choctaw or Chickasaw." By this provision of the treaty there is to be no difference between a citizen by virtue of his marriage and a native Choctaw. They are to enjoy equally and alike all of the benefits of Choctaw citizenship, as well as share the burdens. Any act, therefore, of the Choctaw council passed after the ratification of the treaty which makes a distinction between them, granting to one greater privileges or rights, or imposing on him more burdens than the other, or which shall undertake to enlarge or curtail the rights and privileges which flow from citizenship as to the one and not as to the other, would be in violation of this provision of the treaty and therefore void. An act which puts the white man in any respect in a different attitude or condition than the Indian is void.

The Choctaw statute undertakes to deprive the white man who shall lose his Indian wife and afterwards marry a white woman of all the rights of citizenship. The marriage had vested a title to the lands in him. This is to be divested from him and he is thereafter to be considered an intruder, subject to be removed from the country under the intercourse laws of the United States. This, too, notwithstanding the fact that his children, the issue of his Indian marriage, are Indians by blood and entitled to remain.

Now, unless a marriage of a native Indian to a white woman, after his Indian wife shall have died, has the same effect on him—that is, decitizenizes him, divests him of all title to the Choctaw lands, and deprives him of the right to live in the country—the statute works an inequality, and the white man does not enjoy the same privileges as the native Indian. The citizenship is different, and the rights flowing therefrom are not the same. The one may do an act that the other can not do; the one has a privilege, that of marrying a white woman, that the other does not enjoy. The important right of unrestricted selection of a wife enjoyed by the native Indian is denied the white citizen by marriage; and therefore, the provisions of the statute being in conflict with the treaty, are absolutely void; and it makes no difference whether the first marriage was before or after the enactment of the statute. Of course the latter marriage must be in accordance with the laws of the Choctaw Nation.

I therefore find that the claimant is entitled to be enrolled. I hold also that the offspring of such a marriage would be entitled to be enrolled; the father being a

lawful citizen, his children would follow his citizenship, and by inheritance take any property rights he may have acquired thereby; but I do not think that the commissioners who negotiated the treaty ever contemplated that it should extend further and enable a white man, whose Indian wife should have died, to be in a condition that by his second marriage to a white woman he could, by virtue of such marriage, confer on his white wife citizenship so far that in case of his death she might remarry and confer on her white husband and her children by her second marriage the rights of Choctaw citizenship.

The action of the Dawes commission in enrolling the claimant is affirmed. Judgment for claimant.

VI.

Wm. N. Tucker v. Choctaw Nation.

The facts of this case are, that the claimant, on the 16th day of February, 1893, at South McAlester, in the Choctaw Nation, under a license of the clerk of the United States court for the Indian Territory, at that place, married a Choctaw woman; that in the solemnization of the said marriage he in nowise conformed with the provisions of the Choctaw statute relating to marriage between white persons and Indians. Afterwards, learning that said marriage did not confer on him the right to become a citizen of the Choctaw Nation, he remarried the same woman in accordance with the provisions of their laws.

The question is, under the circumstances, was the second marriage lawful, in so far as to confer on the claimant the right of Choctaw citizenship? The second section of the Choctaw statute relating to intermarriage (Durant Dig., 226) provides as follows:

Marriages contracted under the provisions of this act shall be solemnized as provided by the law of this nation, or otherwise null and void.

Section 3 of the same act provides that:

No marriage between a citizen of the United States or any foreign nation and a female citizen of this nation, entered into within the limits of this nation, except as hereinafter authorized and provided, shall be legal.

Then follows a provision making it a misdemeanor and imposing a penalty upon all persons, their aiders and abettors, who shall violate the act.

Under the provisions of this statute there can be no question but that, so far as the Choctaw Nation is concerned, the first marriage of the claimant was absolutely void: that is, it was as if it had never been solemnized, leaving the parties in the legal condition as if they had not been married at all. This being true as to them, how can they now say that the second marriage is void on the ground that the first was valid? Having declared by statute that the first was void, they are now estopped from contending that the second is void because the first was valid. As far as the Choctaw Nation is concerned, and it is the only party to this suit who can be heard to object, the second marriage is valid because the first was void, giving the parties the right to remarry as if the first had not occurred. It can not be said that there was anything fraudulent in the second marriage. It simply had the effect of naturalizing the party. It gave the Choctaw Nation the opportunity of inquiring into his character, which was proven good. He paid the license fee and took the oath. The whole object of the Choctaw law was accomplished in good faith, and the mistake made by him in the forms of his first marriage was corrected by the second.

As an evidence of the fact that this ruling is just, since the appeal in this case was taken it has been proven that the claimant has been duly and regularly enrolled by the Choctaw Nation. The action of the said commission in enrolling the said claimant is affirmed and judgment for claimant.

SUMMARY.

1. Absent Mississippi Choctaws are not entitled to enrollment.
2. All Mississippi Choctaws who may have removed into the Choctaw Nation are entitled to enrollment, without respect to the quantum of blood.
3. All absent Choctaws who have permanently moved away from the nation and have not returned are not entitled to enrollment.
4. All white persons married to Choctaws in accordance with their laws are entitled to be enrolled.
5. White persons married to Choctaws in violation of the Choctaw statute are not entitled to be enrolled.

6. White men who have married Choctaws in accordance with their statutes, and the wife dies and the widower afterwards marries a white woman, are, with the children by such marriage, entitled to enrollment, but do not, in case of their death, confer on the white wife citizenship to such an extent that she may confer it on a second white husband and the children by such marriage.

7. A white man, having married a Choctaw woman not in accordance with the Choctaw laws, and afterwards marries her in accordance with such laws, is entitled to enrollment.

UNITED STATES OF AMERICA,

Indian Territory, Central District:

I hereby certify that the above and foregoing are true copies of opinions handed down by me in the cases therein named, and which cases were actually tried before me.

WM. H. H. CLAYTON,

Judge United States Court for the Central District of the Indian Territory.

CHOCTAW AND CHICKASAW NATIONS.

OPINION OF HOSEA TOWNSEND, JUDGE.

In the southern district, Indian Territory.

In re Indian citizenship cases.

TOWNSEND, J.:

I have examined with some care the treaties between the United States Government and the Choctaws and Chickasaws in order that I might become familiar with all the negotiations. The first treaties were made in 1786, separately with each tribe or nation as they were called. Not, however, until 1820 was the subject mentioned of taking any land west of the Mississippi River. On October 18, 1820, near Doak's Stand, on the Natchez road, a treaty was entered into between the Choctaws and the Government of the United States, in which it was stated in the preamble the purpose was—

to promote the civilization of the Choctaw Indians by the establishment of schools amongst them, and to perpetuate them as a nation by exchanging for a small part of their land here a country beyond the Mississippi River where all who live by hunting and will not work may be collected and settled together.

Whereupon, in part consideration of the ceding of a part of their reservation then existing, the Government ceded "a tract of country west of the Mississippi River, situate between the Arkansas and Red rivers," and by its boundaries being substantially the country now embraced in the Choctaw and Chickasaw nations. In 1825 another treaty was entered into between the Choctaw Nation and the Government, by which the Choctaws ceded to the Government all the land ceded to them in 1820 "lying east of a line beginning on the Arkansas one hundred paces east of Fort Smith and running thence due south to Red River," in consideration for which the Government undertook to remove certain settlers, citizens of the United States, from the west to the east side of said line, and to pay certain money consideration for a series of years and certain other provisions not material for consideration in this connection.

On September 27, 1830, another treaty was entered into between the Choctaws and the Government, in the preamble to which it is recited that—

the State of Mississippi has extended the laws of said State to persons and property within the chartered limits of the same, and the President of the United States has said that he cannot protect the Choctaw people from the operation of these laws. Now, therefore, that the Choctaws may live under their own laws in peace with the United States and the State of Mississippi they have determined to sell their lands east of the Mississippi.

It is provided that, in consideration that the United States "shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it," they "cede to the United States the entire country they own and possess east of the Mississippi River, and they agree to remove beyond the Mississippi River."

Under the fourteenth article it is provided that each head of a family who desires to remain shall have a reservation, and then states that persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

On the 22d day of June, 1855, a treaty was entered into between the Choctaws, Chickasaws, and the Government, and this was the first treaty at which all three were represented. Its purpose was declared to be "a readjustment of their relations to each other and to the United States," and for a relinquishment by the Choctaws of "all claim to any territory west of one hundredth degree of west longitude." In the first article of said treaty it is provided that—

pursuant to act of Congress, approved May 28th, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common.

On the 28th of April, 1866, another treaty was entered into between the Choctaws, Chickasaws, and the United States. This treaty seems to have been necessitated by the changed condition of affairs that resulted from the war of the rebellion



ENROLLMENT OF CITIZENS BY DAWES COMMISSION IN CHICKASAW NATION.

and attempts to arrange civil government for the Choctaws and Chickasaws and an allotment of their lands in severalty. It provides for the survey and platting of the lands, and that when completed the maps, plats, etc., shall be returned to a land office that was to be established at Boggy Depot for inspection by all parties interested, and that a notice shall be given for a period of ninety days of such return by the legislative authorities of said nations, or, upon their failure, by the register of the land office; and in article 13 it is provided that the notice shall be given not only in the Choctaw and Chickasaw nations—

but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for him or her self or others, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention or the intention of the party for whom the selection is to be made to become bona fide residents in the said nation within five years from the time of the selection; and should the said absentee fail to remove into said nation and occupy and commence an improvement on the land selected within the time aforesaid, the said selection shall be canceled and the land thereafter shall be discharged from all claims on account thereof.

This is the last treaty entered into between the Choctaws and the Chickasaws and the United States. But as late as December 24, 1889, the council of the Choctaw Nation passed a resolution calling upon Congress to defray the expense of moving the Choctaws in Mississippi and Louisiana to the Choctaw Nation.

It was not until 1832 that the Chickasaws took any steps by treaty to move West. On October 20, 1832, a treaty was entered into between the Chickasaws and the United States. In the preamble it is set forth that—

Being ignorant of the language and laws of the white man, they can not understand or obey them. Rather than submit to this great evil, they prefer to seek a home in the West, where they may live and be governed by their own laws.

In the first article of said treaty it is provided that—

The Chickasaw Nation do hereby cede to the United States all the land which they own on the east side of the Mississippi River, including all the country where they at present live and occupy.

It is provided by said treaty that their lands shall be surveyed and sold and the proceeds held for their benefit, and they would hunt for a country west of the Mississippi River. And in the fourth article it is provided:

But should they fail to procure such a country to remove to and settle on previous to the first public sale of their country here, then and in that event they are to select out of the surveys a comfortable settlement for every family in the Chickasaw Nation, to include their present improvements.

And in the supplementary articles entered into October 22, 1832, it is provided:

That whenever the nation shall determine to remove from their present country, that every tract of land so reserved in the nation shall be given up and sold for the benefit of the nation.

On May 24, 1834, another treaty was entered into between the Chickasaws and the United States, making some different provisions about the sale of their lands, but no change in the general purpose.

On January 17, 1837, a convention and agreement was entered into between the Chickasaws and the Choctaws, subject to the approval of the President of the United States, by the terms of which the Chickasaws agree to pay the Choctaws the sum of \$530,000 for the territory that they now occupy. Excepting a treaty between the Chickasaws and the United States, adopted June 22, 1852, in regard to the disposition of their lands east of the Mississippi River, we are brought down in the history of the treaties of the Chickasaws to the treaty of 1855, heretofore mentioned, between the Choctaws, Chickasaws, and the United States.

In all these various treaties, solemnly entered into, there is not one line or one word to indicate that the Choctaws and Chickasaws who did not remove to the Western country were not Choctaw or Chickasaw citizens and members of their respective tribes. On the other hand, in the treaty of 1830 between the Choctaws and the United States it is expressly provided that those who remained should "not lose the privilege of a Choctaw citizen," but, if they ever remove, "are not to be entitled to any portion of the Choctaw annuity."

When it was supposed that the lands would be allotted in severalty under the treaty of 1866, it was expressly provided that notice should be published in the papers of several States that absent Choctaws and Chickasaws might come in and obtain the benefits of the allotment, and absentees were to be allowed five years to occupy and commence improvements, and all that was necessary was to satisfy the register of the land office that that was their intention. The allotment did not take place, but if they had not come in, they were only to lose their allotment

of land; it did not make them any the less Choctaws or Chickasaws or members of the Choctaw or Chickasaw tribes.

It has been said that they could not be put upon the roll as citizens and members of those tribes unless they lived upon the land within the Choctaw or Chickasaw Nation. I submit that the action of the Choctaw and Chickasaw nations themselves when making the treaty of 1866 does not bear out the view, and if they were Choctaws and Chickasaws in 1866, what has occurred to change their relations to those tribes? I have heard of nothing whatever.

It is said the land was held in common, and certainly some of the tenants in common in possession could hold the possession for all their cotenants in common. The bulk of the nation living in the territory ceded and maintaining the tribal government or nation certainly met every requirement of residence and was a compliance in all respects with the treaty stipulations of living on the land.

I shall hold that nonresident Choctaws and Chickasaws who have properly filed their application and established their membership of the tribes shall be admitted to the roll as citizens.

Who is an intermarried citizen and who is an adopted citizen of the Choctaw and Chickasaw nations?

Article 38 of the treaty of 1866 is as follows:

ART. 38. Every white person who, having married a Choctaw or Chickasaw, resides in the said Choctaw or Chickasaw nations, or who has been adopted by the legislative authorities, is to be deemed a member of said nation, and shall be subject to the laws of the Choctaw and Chickasaw nations according to his domicile, and to prosecution and trial before their tribunals, and to punishment according to their laws in all respects as though he was a native Choctaw or Chickasaw.

Does this article apply to future marriages and adoptions or only to those prior to its adoption? By article 26 of said treaty it is provided in regard to the rights to take land in severalty as follows:

ART. 26 The right here given to Choctaws and Chickasaws, respectively, shall extend to all persons who have become citizens by adoption or intermarriage of either of said nations or who may hereafter become such.

Under section 7 of the general provisions of the Chickasaw constitution, adopted August 16, 1867, both as originally adopted and as amended, said sections can have but one construction and that that they regarded the said thirty-eighth article as binding on their future action; and if this is so, it would not be within the power of either the Choctaw or Chickasaw nations to pass or adopt any constitution or law in violation of said article or that would take away the rights, privileges, or immunities that have attached to any white person under and by virtue of its provisions.

Under the constitution of the Chickasaws above referred to, section 10 of the general provisions gives the legislature power to admit or adopt as citizens of said nations "such persons as may be acceptable to the people at large."

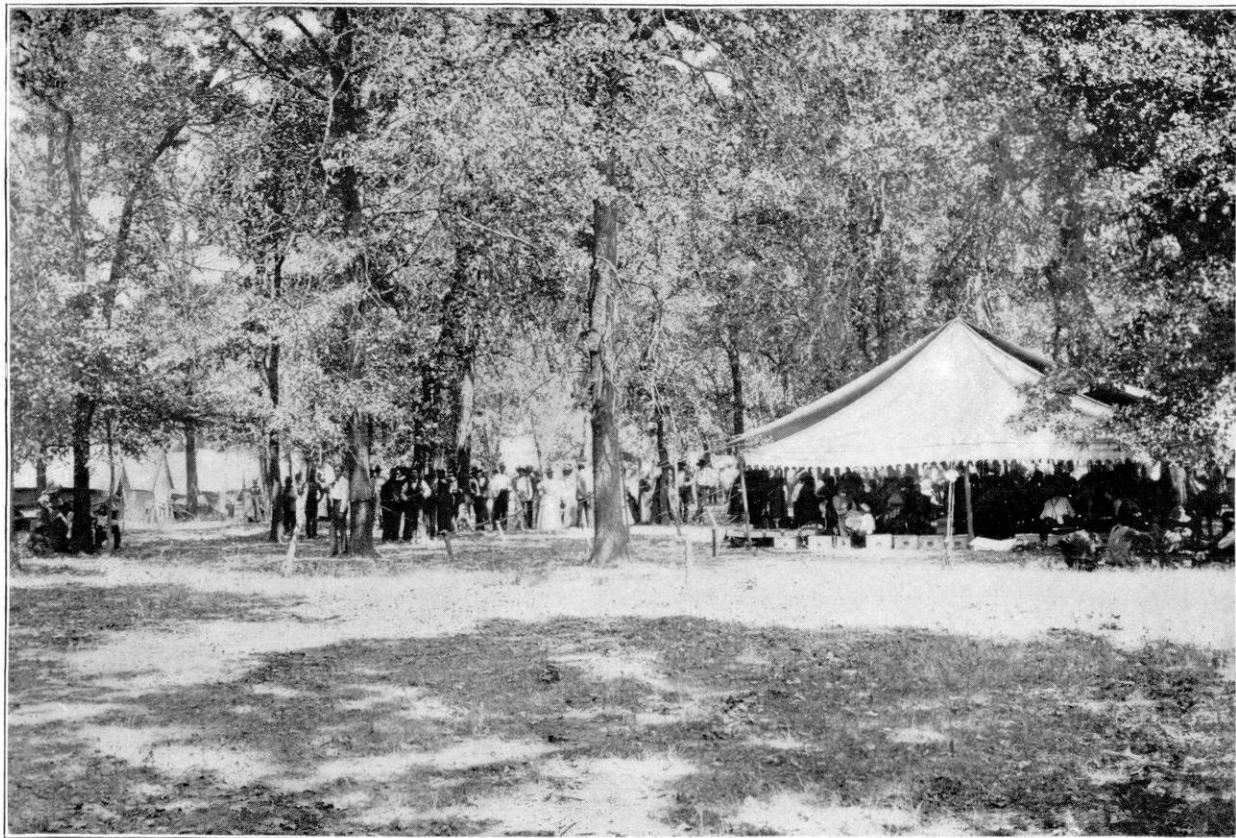
This authority had been exercised frequently by the legislature of both nations, as I am informed, prior to the adoption of said treaty, as well as subsequent to its adoption.

On October 19, 1876, the legislature of the Chickasaws passed an act in relation to marriage between citizens of the United States and a member of the Chickasaw tribe or nation of Indians. The second section, among other things, provides:

Hereafter no marriage between a citizen of the United States and a member of the Chickasaw Nation shall confer any right of citizenship, or any right to improve or select lands within the Chickasaw Nation, unless such marriage shall have been solemnized in accordance with the laws of the Chickasaw Nation.

This act was amended September 24, 1887, in some particulars, but the above-quoted provision was retained.

Among all civilized nations it is conceded to be a right that each nation, and in the United States that each State, can exercise and determine by their laws the requirements to be observed in solemnizing marriages, but marriage among civilized nations does not confer citizenship; under the Choctaw and Chickasaw laws it does; besides, it is supposed to carry with it certain property rights. The general rule among civilized nations is that a marriage good where solemnized is good everywhere, but in some States, where marriage is prohibited between certain races of people, they have not been recognized, though they were lawful where solemnized. I think it is within the power of the Chickasaw and Choctaw nations to say by legislation that before a white person shall become one of their citizens, with all the privileges of one, they shall be married according to the forms and requirements of their laws, and that such legislation is not in violation of the thirty-eighth article of the treaty of 1866; but when a white person has married



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a Choctaw or Chickasaw according to their laws, and resides in the Choctaw or Chickasaw Nation, he is in all respects "as though he was a native Choctaw or Chickasaw," and his rights under the treaty attaches, and it is not within the power of the Choctaw or Chickasaw Nation to take the same away by legislation or otherwise. It has been said that when adoption takes place by an act of their legislature, the same power that granted can take away. I doubt this proposition, if by the adoption treaty rights have attached, and I am firmly of the opinion that property rights that have attached under the treaty can not be taken away and that only political rights could thus be abrogated.

Along the lines herein indicated the citizenship cases pending in this court will be disposed of.

UNITED STATES OF AMERICA,
Indian Territory, Southern District, ss:

I, C. M. Campbell, clerk of the United States court within and for the southern district of the Indian Territory, do hereby certify that the annexed and foregoing is a true, perfect, and literal copy of the general opinion of the Hon. Hosea Townsend, judge of the United States court of the southern district of the Indian Territory, filed in my office.

In testimony whereof witness my hand as clerk of said court and my official seal at my office at Ardmore, in said southern district, this 1st day of February, A. D. 1898.

[SEAL.]

C. M. CAMPBELL, *Clerk.*

CHEROKEE NATION.

OPINION OF WILLIAM M. SPRINGER, JUDGE.

In the northern district of the Indian Territory, sitting at Muscogee.

In the matter of the application of certain persons to be enrolled as citizens of the Cherokee Nation.

JURISDICTION OF THE COURT.

The subject of citizenship in the Cherokee Nation has occupied a large share of public attention in that nation during the past twenty-six years. It has been the cause of numerous acts of legislation by the nation and by Congress, and also has entered largely into the administration of the Interior Department of the Government.

One of the learned counsel for claimants to citizenship in the Cherokee Nation refers, in the opening of his argument, to the importance of the subject as follows:

Of all the new questions and vexing problems that have come before and called for the judgment of this court, no one has been of such momentous consequence and so fraught with vexation as those this court must entertain and determine in the case of claimants to Cherokee citizenship which are now pending. (G. B. Denison's brief, p. 1.)

The number of persons interested in cases now pending before this court on appeal from the United States commission is believed to be in excess of 5,000, and that about 4,000 of these persons are applicants for citizenship in the Cherokee Nation. The property rights involved will aggregate many millions of dollars, to say nothing of the social and political conditions which are affected. This court approaches the subject with a conviction of inability to do justice to all who are concerned. No pains have been spared, however, for a thorough and exhaustive consideration of all the laws, decisions of the courts, and treaties which bear upon the question.

All persons whose interests are involved have had a fair and impartial hearing. The court is not responsible for the laws; it is only responsible for their application to pending cases. If injustice has been done to anyone, the court regrets it exceedingly. An honest purpose has actuated the court in all cases, and it asks that the consequences for any seeming injustice may be attributed, in part at least, to the law making power and not to the court, whose duty it is to construe and enforce the law as it may exist.

Congress has made the decision of this court final in these cases. It is possible that those who may be dissatisfied (and there will doubtless be many) will petition Congress for a reopening of their cases and for further judicial investigation and determination. To the granting of such petition this court can have no objection whatever. It only regrets that an appeal was not provided to a higher tribunal, in order that the responsibility could be divided and that a greater concurrence of judicial authority might be procured.

This court submits to all concerned, and especially to the legal profession, the result of its deliberations in these cases, with a conscientious belief that the law has been justly interpreted and impartially applied in all cases, and that its judgments may be approved by all fair-minded men.

On the 10th day of June, 1896, the act making appropriations for the Indian service for the year ending June 30, 1897, was passed. Prior thereto Congress had by act approved March 3, 1893 (27 Stat. L., 645), authorized the appointment of a commission to enter into negotiation with the Five Civilized Tribes, known as the Cherokee, Choctaw, Chickasaw, Muskogee or Creek, and the Seminole nations, for the purpose of extinguishment of tribal titles to the lands within the Indian Territory. This act conferred no powers upon the commission except to negotiate and report. The act of June 10, 1896 (29 Stat. L., 321), for the first time conferred upon the commission powers of an executive and quasi judicial character, besides declaring a policy in regard to the government of the Indian Territory.

After making sundry appropriations for the Indian service, the act of June 10, 1896, authorized the commission to the Five Civilized Tribes to hear and determine the applications of persons who may apply to them for citizenship in any of said

nations and to make up the rolls of citizenship of the several tribes. As the provisions of this act not only define the powers and duties of the commission, but of this court, the text thereof on this subject is quoted at length, and is as follows:

That said commission is further authorized and directed to proceed at once to hear and determine the applications of all persons who may apply to them for citizenship in any of said nations, and after such hearing they shall determine the right of such applicant to be so admitted and enrolled: *Provided, however*, That such application shall be made to such commissioners within three months after the passage of this act. The said commission shall decide all such applications within ninety days after the same shall be made.

That in determining all such applications said commission shall respect all laws of the several nations or tribes, not inconsistent with the laws of the United States, and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes: *And provided further*, That the rolls of citizenship of the several tribes as now existing are hereby confirmed, and any person who shall claim to be entitled to be added to said rolls as a citizen of either of said tribes and whose right thereto has either been denied or not acted upon, or any citizen who may within three months from and after the passage of this act desire such citizenship, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, and such court or committee shall determine such application within thirty days from the date thereof.

In the performance of such duties said commission shall have power and authority to administer oaths, to issue process for and compel the attendance of witnesses, and to send for persons and papers and all depositions and affidavits and other evidence in any form whatsoever heretofore taken where the witnesses giving said testimony are dead or now residing beyond the limits of said Territory, and to use every fair and reasonable means within their reach for the purpose of determining the rights of persons claiming such citizenship, or to protect any of said nations from fraud and wrong, and the rolls so prepared by them shall be hereafter held and considered to be the true and correct rolls of persons entitled to the rights of citizenship in said several tribes: *Provided*, That if the tribe or person be aggrieved with the decision of the tribal authorities or the commission provided for in this act, it or he may appeal from such decision to the United States district court: *Provided, however*, That the appeal shall be taken within sixty days, and the judgment of the court shall be final.

Those persons whose rights to citizenship have either been denied or not acted upon, and others mentioned in the first proviso above, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, with right of appeal to the United States court, as appears in the second proviso.

The provisions in the foregoing statute, conferring jurisdiction upon this court, are to the effect that any persons aggrieved with the decision of the tribal authorities or the United States commission may appeal from such decision to the United States court; that the appeal shall be taken within sixty days from the decision of the tribal authorities or the commission, and the judgment of this court shall be final.

There has been some contention as to whether the United States commission was such a judicial body as that appeals could be prosecuted from it to the United States court. It is not necessary to pass upon this question. Whether the cases which have been brought to this court are technically on appeal or whether they are instituted merely through the medium of the commission is immaterial. In either event this court may hear and determine them. By the rules of this court heretofore adopted each appellant or claimant has been practically accorded a trial *de novo*. All the testimony that was considered by the United States commission is before the court. In addition thereto the privilege has been extended to all who have applied therefor to take additional testimony. Every claimant has been accorded the privilege of bringing before this court every fact which he may deem essential to the establishment of his claim to citizenship in the nation. (See decision of the Supreme Court in the case of the United States *v.* Ritchie, 58 U. S. Rep., p. 524.)

A very careful and exhaustive consideration has been given to all the cases, and especially to the laws, treaties, and constitutional provisions, on which rights to citizenship depend.

HISTORICAL REVIEW OF THE CASE OF THE EASTERN BAND OF CHEROKEES AGAINST THE UNITED STATES AND THE CHEROKEE NATION.

In order to thoroughly understand the question of Cherokee citizenship, a historical review of the Cherokee Nation will be of interest. The Supreme Court of the United States, March 1, 1886, decided a very important case, which is known as that of the Eastern Band of Cherokee Indians against the United States and the Cherokee Nation. This case is reported at length in volume 117, United States Reports, pages 288 to 312. It was taken to the Supreme Court on appeal from the Court of Claims, and was by that court decided June 1, 1885 (20th Court of Claims Reports, pp. 449 to 483). The opinion of the court in each case was concurred in by all the judges. The opinion of the Supreme Court was pronounced by Mr. Justice Field, and that of the Court of Claims by Chief Justice Richardson. I have thus specifically mentioned this case on account of its great importance and bearing upon the question of citizenship in the Cherokee Nation. I will adopt the

historical review of the case which is found in the opinion of the Supreme Court of the United States, for the reason that it shows the construction which the Supreme Court put upon the treaties made with the Cherokee Nation. It is as follows:

This case comes before us on appeal from the Court of Claims. It was brought to determine the right of the petitioners, called the Eastern Band of the Cherokee Indians, to a proportionate part of two funds held by the United States in trust for the Cherokee Nation. One of the funds was created by the treaty with the nation made December 29, 1835, at New Echota, in Georgia, commuting certain annuities into the sum of \$214,000. The other arose from sales of certain lands of the nation lying west of the Mississippi River.

The suit by the petitioners was authorized by an act of Congress, and it is brought against the United States and the Cherokee Nation (22 Stat. L., 581, chap. 141); the United States, however, have no interest in the controversy, as they hold the funds merely as trustees. They stand neutral, therefore, in the litigation, although, as a matter of form, they have filed an answer traversing the allegations of the petition.

The general grounds upon which the petitioners proceed and seek a recovery is that the Cherokee Indians, both those residing east and those residing west of the Mississippi, formerly constituted one people and composed the Cherokee Nation; that by various treaty stipulations with the United States they became divided into two branches, known as the Eastern Cherokees and the Western Cherokees; and that the petitioners constitute a portion of the former, and as such are entitled to a proportionate share of the funds which the United States hold in trust for the nation.

This claim is resisted, upon the ground that the two branches, into which it is admitted the nation was once divided, subsequently became reunited, and have ever since constituted one nation, known as the Cherokee Nation; and that as such it possesses all the rights and property previously claimed by both; and that the petitioners have not, since the treaty of New Echota, constituted any portion of the nation.

To determine the merits of the respective claims and pretensions of the parties it will be necessary to give some account of the different treaties between the Cherokees and the United States, and to refer to the several laws passed by Congress to carry the treaties into effect and accomplish the removal of the Indians from their former home east of the Mississippi to their present country west of that river.

When that portion of North America which is now embraced within the limits of the United States east of the Mississippi was discovered, it was occupied by different tribes or bands of Indians. These people were destitute of the primary arts of civilization, and, with a few exceptions, had no permanent buildings, occupying only huts and tents. Their lands were cultivated in small patches, and generally by women. The men were chiefly engaged in hunting and fishing. From the chase came their principal food and the skins of animals were their principal clothing. The different tribes roamed over large tracts and claimed a right to the country as their territory and hunting grounds. Of these tribes the Cherokee Indians constituted one of the largest and most powerful. They claimed the principal part of the country now composing the States of North and South Carolina, Georgia, Alabama, and Tennessee. Their title was treated by the governments established by England and the governments succeeding them as merely usufructuary, affording protection against individual encroachment, but always subject to the control and disposition of those governments, at least so far as to prevent, without their consent, its acquisition by others. Such superior right rested upon the claim asserted by England of prior discovery of the country and was respected by other European nations. There was no nation, therefore, to oppose this assertion of superior right to control the disposition of the lands and to acquire the title of the Indians except the Indians themselves, and by treaties with them from time to time their title and interest were conceded to the United States.

On the 28th of November, 1785, the United States made its first treaty with the Cherokees (7 Stat. L., 18). It was concluded at Hopewell, on the Koo-wee, between commissioners representing the United States on the one part and the "head men and warriors of all the Cherokees on the other." By it the Indians, for themselves and their respective tribes and towns, acknowledged that all the Cherokees were under the protection of the United States and of no other sovereign. The treaty promised peace to them and the favor and protection of the United States, on the condition of the restoration to liberty of certain prisoners whom they had captured, and of the return of certain property which they had seized. It also prescribed the boundary between them and citizens of the United States of lands allotted to them for their hunting grounds. These lands embraced large tracts within the States mentioned. The ninth article provided that, for the benefit and comfort of the Indians, and for the prevention of injuries or oppressions on the part of the citizens or Indians, the United States should "have the sole and exclusive right of regulating the trade with the Indians and of managing all their affairs in such manner as they think proper." By this treaty the Cherokees were recognized as one people, composing one tribe or nation, but subject, however, to the jurisdiction and authority of the Government of the United States, which could regulate their trade and manage all their affairs.

On the 2d of July, 1791, another treaty was made with the Cherokees, in which they were described as the "Cherokee Nation" (7 Stat. L., 39). Its representatives were designated as the "chiefs and warriors of the Cherokee Nation of Indians," and the first article declared that "There shall be perpetual peace and friendship between all the citizens of the United States of America and all the individuals composing the Cherokee Nation of Indians." And the chiefs and warriors, "for themselves and all parts of the Cherokee Nation," acknowledged themselves and the Cherokee Nation to be under the protection of the United States and of no other sovereign. The treaty also renewed the agreement, on the part of the Cherokees, that the United States should have the sole and exclusive right of regulating their trade, and readjusting the boundary between the citizens of the United States and the "Cherokee Nation," by which the hunting grounds were reduced in quantity; and in consideration of this reduction the United States agreed to deliver certain valuable goods to the chiefs and warriors for the use of the nation and to pay to the nation annually the sum of \$1,000. A further article increased the amount to \$1,500.

The boundaries of the hunting grounds were from time to time changed by subsequent treaties, and by each succeeding one their extent was reduced, in consideration of which a larger quantity of goods was promised to the nation, and the annuity was increased until, in the year of 1805, it amounted to \$10,000 (7 Stat. L., 43, 62, 93). This annuity was regularly paid to the Cherokee Nation, as represented by the Indians occupying territory east of the Mississippi River, until the treaty of July 8, 1817 (7 Stat. L., 156). That treaty originated from a division of opinion among the Cherokees as to their mode of life, which existed when the first treaty with the

United States was made in 1785 and which had from that time increased. There were numerous settlements or towns within the territory allotted to the Indians. Those who occupied the upper towns, which were mostly in the State of North Carolina, desired to engage in the pursuits of agriculture and civilized life, while those who occupied the lower towns in the valley of the Mississippi desired to continue the "hunter life," and owing to the scarcity of game where they lived to remove across the Mississippi River to vacant lands of the United States. As early as 1808 a deputation from the upper and lower towns, authorized by the Cherokee Nation, came to Washington to declare to the President their desires and inform him of the impracticability of uniting the whole nation in the pursuits of civilized life and to request the establishment of a division line between the two classes of towns. The treaty of 1817, which was made with "the chiefs, head men, and warriors of the Cherokee Nation east of the Mississippi River and the chiefs, head men, and warriors of the Cherokees on the Arkansas River," recites the action of this deputation and the reply of the President to the parties made on the 9th of January, 1809, which was, in substance, that the United States were the friends of both parties, and, as far as could be reasonably asked, were willing to satisfy the wishes of both; that those who wished to remove would be permitted to send an exploring party to reconnoiter the country on the west of the Arkansas and White rivers and higher up; that when this party should have found a tract of country suiting the emigrants and not claimed by other Indians the United States would arrange with them to exchange it for a just proportion of the country they should leave and to a part of which, according to their numbers, they had a right, and that every aid toward their removal and that would be necessary for them there would then be freely extended to them.

The treaty recites that, relying upon these promises of the President, the Cherokees explored the country on the west side of the Mississippi, and made choice of the country on the Arkansas and White rivers, and settled upon lands of the United States to which no other tribe of Indians had any just claim, and that they had duly notified the President thereof, and of their desire for a full and complete ratification of his promise. To that end, as notified by him, they had sent their agents with full powers to execute a treaty relinquishing to the United States their right, title, and interest to all lands belonging to them as part of the Cherokee Nation which they had left and which they were about to leave, proportioned to their numbers, including with those now on the Arkansas those who were about to remove thither. The treaty then proceeds to recite that, to carry into effect in good faith the promise of the President and to promote a continuation of friendship with their brothers on the Arkansas River, and for that purpose to make an equal distribution of the annuities secured by the United States to the whole Cherokee Nation, its articles were agreed upon. These were, in substance, that the chiefs, headmen, and warriors of the whole Cherokee Nation ceded to the United States certain lands lying east of the Mississippi, and the United States, in exchange for them, bound themselves to give to that branch of the Cherokee Nation on the Arkansas so much land on the river and the White River as they had received or might hereafter receive from the Cherokee Nation east of the Mississippi, "acre for acre, as the just proportion due that part of the nation on the Arkansas, agreeably to their numbers." The United States also agreed to give to each poor warrior who might remove to the western side of the Mississippi a rifle gun, with ammunition and other articles, to pay for all improvements of real value to their lands, and to give of the lands surrendered to the United States to every head of an Indian family residing on the east side of the Mississippi who might wish to become a citizen of the United States 640 acres. It was also agreed that the annuity due to the whole nation for the year 1818 should be divided between the two branches of the nation, according to their respective numbers, to be ascertained by a census to be taken. Previous treaties between the United States and the Cherokee Nation were to continue in force with both of its branches, each to be entitled to all the immunities and privileges which the "old nation" enjoyed under them.

On the 27th of February, 1819, another treaty was made with the Cherokee Nation (7 Stat. L., 195), represented by its chiefs and headmen. By it a further cession of lands was made to the United States, and it was agreed that the annuity to the nation should be paid as follows: Two-thirds to the Cherokees east of the Mississippi, and one-third to the Cherokees west of that river. This apportionment was based upon the estimate that those who had emigrated and those who were enrolled for emigration constituted one-third of the nation, instead of upon a census to be taken, as mentioned in the treaty of 1817. The annuity thus divided was regularly paid as stipulated until commuted by the treaty of December, 1835, of which we shall presently speak.

On the 6th of May, 1828, a treaty was made with the chiefs and headmen of the Cherokee Nation of Indians west of the Mississippi (7 Stat. L., 311). This was the first time that the Cherokees west of the river were recognized, so far as a distinct and separate political body from the Cherokees east of the river as to call for separate treaty negotiations with them. The treaty recited, as among the causes of its being made, that it was the anxious desire of the Government to secure to the Cherokee Nation of Indians, as well those then living within the limits of Arkansas as those of their friends and brothers residing in States east of the Mississippi who might wish to join their brothers west, a permanent home, which should, under the guaranty of the United States, remain forever theirs; and that the present location of the Cherokees in Arkansas was unfavorable to their repose and tended to their degradation and misery. By it the United States agreed to put the Cherokees in possession of, and to guarantee to them forever, 7,000,000 acres of land which were specifically described, and which are situated in what is now known as the Indian Territory, and also to give and guarantee to the Cherokee Nation a perpetual outlet west of these lands, and a free and unmolested use of the country, so far as their sovereignty and right of soil extended. They also agreed to pay for all improvements on the land abandoned; and, in order to encourage the emigration of their brothers remaining in the States, to give to each head of a Cherokee family then residing within any of the States east of the Mississippi, who might desire to remove west, on enrolling himself for emigration, a good rifle and certain other articles, to make just compensation for their property abandoned, to bear the cost of their emigration, and to procure provisions for their comfort, accommodation, and support by the way, and for twelve months after their arrival at the agency. On the other hand, the chiefs and headmen of the Cherokee Nation west receded to the United States the lands to which they were entitled on the Arkansas under the treaties of July 18, 1817, and of February 27, 1819, and agreed to remove from the same within fourteen months.

From this time until the treaty of New Echota, concluded December 29, 1835 (7 Stat. L., 478), the Cherokees were divided into two branches, so far as constituting distinct political bodies; that the United States had separate negotiations with each; and on the 14th of February, 1833, by a treaty with the chiefs and headmen of the Cherokee Nation west of the Mississippi, the United States renewed their guaranty of the 7,000,000 acres of land, and of the perpetual outlet to the nation west of those lands, and of the free and unmolested use of the country west.

In the meantime (from the treaty of 1828 until the treaty of New Echota) the Cherokees remaining east of the Mississippi were subjected to harassing and vexatious legislation from the States within which they resided. The United States had, as early as 1802, agreed with Georgia, in consideration of her cession of western lands, to extinguish the Indian title to lands within the State. North Carolina claimed that the United States were under a similar obligation to extinguish the Indian title to lands within her limits, in consideration of a like cession of western lands, although there was no positive agreement to that effect. And with the extinguishment of their title it was expected that the Indians themselves would be removed to the territory beyond the bounds of those States. At the time the treaty of 1828 was made, a great deal of impatience had been exhibited by the people of those States at the little progress made in the extinguishment of the Indian title, and at the continued presence of the Indians. Severe and oppressive laws were passed by Georgia, in order to compel them to leave; and, though less severity was practiced in North Carolina toward the Indians in that State, an equally pronounced desire for their departure was expressed. Angry and violent disputes between them and the white people in both States, but more particularly in Georgia, were of frequent occurrence. (See case of Cherokee Nation v. Georgia, as reported in a separate volume by Richard Peters in 1831; see 30 U. S. Bk., 8, L. ed. 1; also a document called The Public Domain, prepared by the Public Land Commission, and published as Ex. Doc. 47 of H. of R., Forty-sixth Congress, third session, and Doc. No. 71 of H. of R., Twenty-third Congress, first session.)

The treaty of New Echota was made to put an end to those troubles and to secure the reunion of the divided nation. It recites as motives to its negotiation, among other things, that the Cherokees were anxious to make some arrangement with the Government of the United States whereby the difficulties they had experienced from residence within the settled parts of the country under the jurisdiction and laws of the State governments might be determined and adjusted and they be reunited into one body, and be secured a permanent home for themselves and their posterity in the country selected by their forefathers, without the territorial limits of the State sovereignties, and where they could establish and enjoy a government of their choice, and perpetuate such state of society as might be most consonant with their views, habits, and conditions, and as might tend to their individual comfort and their own advancement in civilization. By its stipulations the Cherokees ceded to the United States all the lands owned, claimed, or possessed by them east of the Mississippi River, and all claims for spoliations of every kind, for the sum of \$5,000,000, and agreed to remove to "their new home" west of the Mississippi within two years from its ratification.

The treaty also recited the cession to the Cherokee Nation by previous treaties of the 7,000,000 acres, and the guaranty of a perpetual outlet west of these lands, and a free and unmolested use of all the country so far as the sovereignty of the United States and their right to the soil extended; and also that it was apprehended by the Cherokees that in this cession there was not a sufficient quantity of land for the accommodation of the whole nation, and therefore the United States agreed, in consideration of \$500,000, to convey by patent to the Indians and their descendants an additional tract of 800,000 acres; and that the lands previously ceded, including the outlet, should be embraced in the same patent (article 2). They also agreed to remove the Indians to their new home and to subsist them one year after their arrival there, except that such persons and families as in the opinion of "the emigrating agent" were capable of subsisting and removing themselves should be permitted to do so, and should be allowed for all claims for the same \$20 for each member of their families; and, in lieu of their one year's rations, should be paid the sum of \$33.33 if they preferred it (article 8).

It was also agreed that after deducting the amount which should be actually expended for the payment for improvements, claims for spoliations, removal, subsistence, and debts and claims upon the Cherokee Nation, and for the additional quantity of lands and goods for the poorer class of Cherokees, and the several sums to be invested for the general national funds provided for in the several articles of the treaty, the balance, whatever the same might be, should be equally divided among all the people belonging to the Cherokee Nation east, according to the census completed, and such Cherokees as had removed west after June, 1833; and that those individuals and families that were adverse to removal and were desirous to become citizens of the State wherein they resided, and such as were qualified to take care of themselves and their property, should be entitled to receive their due proportion of all the personal benefits arising under the treaty for their claims, improvements, and their per capita as soon as an appropriation was made to carry out the treaty (articles 12, 15).

By the eleventh article "the Cherokees, believing it would be for the interest of their people to have all their funds and annuities under their own direction and future disposition," agreed to commute their permanent annuity of \$10,000 for the sum of \$214,000, the same to be invested by the President of the United States as part of the general fund of the nation.

In the following year Congress made the requisite appropriation for the commutation and, according to the tenth article of the treaty, the money was invested "for the benefit of the whole Cherokee Nation," which had removed or should subsequently remove to the lands assigned to it west of the Mississippi. This is one of the funds of which the petitioners claim a part, in proportion to their numbers as compared with the citizens of the Cherokee Nation living west of the Mississippi on the territory ceded. The provisions of the treaty as to the investment, custody, and distribution of the income of this fund, and all other funds belonging to the nation, remained in force until the treaty of July 19, 1866. The interest was paid over annually to the agents of the Cherokee Nation authorized to receive the same, and was subject to application by its council to such purposes as they deemed best for the general interest of their people. The treaty of 1866 (article 23, 14 Stat. L., 805) provided that all funds then due the nation, or that might thereafter accrue from the sale of its lands by the United States, as provided for, should be invested in United States registered stocks at their current value, and the interest on said funds should be paid semiannually on the order of the Cherokee Nation, and be applied to the following purposes, to wit: 35 per cent for the support of the common schools of the nation and educational purposes, 15 per cent for the orphan fund, and 50 per cent for general purposes, including reasonable salaries of district officers.

Immediately after the ratification of the treaty of 1835 measures were taken by the Government to secure its execution and commissioners were appointed to adjust claims for improvements and facilitate the emigration of the Indians. But emigration proceeded slowly. Great reluctance to go was manifested by large numbers, and at last it became necessary to make a display of force to compel their removal. Major-General Scott was sent to the country with troops and instructed to remove all the Indians except such as were entitled to remain and become citizens under the twelfth article of the treaty. The number that remained was between 1,100 and 1,200. They were without organization or a collective name. They ceased to be a part of the Cherokee Nation, and henceforth they became citizens of and were subject to the laws of the State in which they resided. The name of the Eastern Cherokees accom-

panied those who emigrated, to distinguish them from those who had preceded them and who were called "old settlers."

After the reunion of the Cherokee people on their lands west of the Mississippi, resulting from the execution of the treaty, and on the 12th of July, 1839, the following act of union between the Eastern and Western Cherokees was adopted:

"Act of union between the Eastern and Western Cherokees.

"Whereas our fathers have existed as a separate and distinct nation, in the possession and exercise of the essential and appropriate attributes of sovereignty, from a period extending into antiquity, beyond the records and memory of men; and whereas these attributes, with the rights and franchises which they involve, remain still in full force and virtue, as do also the national and social relation of the Cherokee people to each other and to the body politic, excepting in those particulars which have grown out of the provisions of the treaties of 1817 and 1819 between the United States and the Cherokee people, under which a portion of our people removed to this country and became a separate community (but the force of circumstances having recently compelled the body of the Eastern Cherokees to remove to this country, thus bringing together again the two branches of the ancient Cherokee family), it has become essential to the general welfare that a union should be formed and a system of government matured adapted to their present condition and providing equally for the protection of each individual in the enjoyment of all his rights:

"Therefore we, the people composing the Eastern and Western Cherokee Nation, in national convention assembled, by virtue of our original unalienable rights, do hereby solemnly and mutually agree to form ourselves into one body politic, under the style and title of the Cherokee Nation.

"In view of the union now formed, and for the purpose of making satisfactory adjustment of all unsettled business which may have arisen before the consummation of this union, we agree that such business shall be settled according to the provisions of the respective laws under which it originated, and the courts of the Cherokee Nation shall be governed in their decisions accordingly. Also, that the delegation authorized by the Eastern Cherokees to make arrangements with Major-General Scott for their removal to this country shall continue in charge of that business, with their present powers, until it shall be finally closed; and, also, that all rights and titles to public Cherokee lands on the east or west of the river Mississippi, with all other public interests which may have vested in either branch of the Cherokee family, whether inherited from our fathers or derived from any other source, shall henceforth vest entire and unimpaired in the Cherokee Nation as constituted by this union.

"Given under our hands at Illinois camp grounds this 12th day of July, 1838.

"By order of the national convention.

"GEORGE LOWRY,
President of the Eastern Cherokees.

his
"GEORGE X GUESS,
mark
President of the Western Cherokees."

On the 6th of September following they adopted a constitution of government, in which they recited that the Eastern and Western Cherokees had become reunited in one body politic, under the style and title of the Cherokee Nation. The second clause of its first article is as follows:

"The lands of the Cherokee Nation shall remain common property; but the improvements made thereon, and in possession of the citizens of the nation, are the exclusive and indefeasible property of the citizens respectively who made or may rightfully be in possession of them: *Provided*, That the citizens of the nation possessing exclusive and indefeasible right to their improvements, as expressed in this article, shall possess no right or power to dispose of their improvements in any manner whatever to the United States, individual States, or to individual citizens thereof; and that whenever any citizen shall remove with his effects out of the limits of this nation and become a citizen of any other government all his rights and privileges as a citizen of this nation shall cease: *Provided, nevertheless*, That the national council shall have power to readmit by law to all the rights of citizenship any person or persons who may at any time desire to return to the nation, on memorializing the national council for such readmission."

But notwithstanding this declared reunion of the divided Cherokees, there was much bitter feeling between the old settlers and the newcomers, leading to violent contests and causing, in many instances, great loss of property and life. The newcomers, being the more numerous, claimed to control the government of the country, and endeavored to compel the old settlers to submit to their rule. The old settlers had an organization of their own and complained that the newcomers occupied their lands and overthrew their organization. And among the newcomers also there was bitterness between those who had favored the treaty of removal from the east side of the Mississippi and those who had opposed it. The former sided with the old settlers, but the latter outnumbered both. Violent measures were resorted to on both sides to carry out their purposes and there was little security for person or property. The situation became intolerable, and in 1845 the contending factions—the old settlers, the treaty party, and the anti-treaty party—sent delegates to Washington to lay their grievances before the officials of the United States Government, in the hope that some relief might be afforded them. The old settlers and the treaty party desired the division of the people into two nations and a division of the territory. Demands also were made by each party against the United States under the stipulations of the treaty of New Echota. These circumstances led to the treaty of August 6, 1846. It was negotiated on the part of the Cherokees by delegates appointed by the regularly constituted authorities of the Cherokee Nation and by delegates appointed by and representing that portion of the tribe known and recognized as Western Cherokees, or the old settlers. It recited that serious difficulties had for a considerable time existed between the different parties of the people constituting and recognized as the Cherokee Nation of Indians, which it was desirable should be speedily settled, so that peace and harmony might be restored among them, and that certain claims existed on the part of the Cherokee Nation and portions of the Cherokee people against the United States, and that, with a view to the final and amicable settlement of these difficulties and claims, the parties had agreed to the treaty. (9 Stat. L., 871.)

It declared that all difficulties and differences existing between the several parties of the Cherokee Nation were settled and adjusted, and that they should, as far as possible, be forgotten and forever buried in oblivion; that all party distinctions should cease, except as far as they might be necessary to carry the treaty into effect; that a general amnesty should be proclaimed, and that all offenses and crimes committed by a citizen or citizens of the Cherokee Nation against the nation or an individual were pardoned. It was agreed also that all parties were to unite to enforce laws against future offenders, and that laws should be passed for equal

protection and for security of life, liberty, and property. Thus the personal dissensions were to a great extent healed.

The treaty also declared that the lands occupied by the Cherokee Nation should be secured to the whole Cherokee people for their common use and benefit, and that a patent should be issued for the same, including the 800,000 acres purchased, together with an outlet west, thus recognizing that all the lands ceded by the United States for the benefit of the Cherokees west of the Mississippi belonged to the entire nation, and not to any of the factions into which the nation was divided. The treaty also made provision for the adjustment and payment of the claims of different parties. The ninth article is as follows:

"The United States agree to make a fair and just settlement of all moneys due to the Cherokees and subject to the per capita division under the treaty of the 29th December, 1835, which said settlement shall exhibit all money properly expended under said treaty; shall embrace all sums paid for improvements, ferries, spoliations, removal and subsistence and commutation therefor, debts and claims upon the Cherokee Nation of Indians for the additional quantity of land ceded to said nation; and the several sums provided in the several articles of the treaty to be invested as the general funds of the nation; and also all sums which may be hereafter properly allowed and paid under the provisions of the treaty of 1835. The aggregate of the said several sums shall be deducted from the sum of \$6,647,067; and the balance thus found to be due shall be paid over per capita in equal amounts to all those individuals, head of families, or their legal representatives, entitled to receive the same under the treaty of 1835 and the supplement of 1836, being all those Cherokees residing east at the date of said treaty and the supplement thereto." By the treaty of July 19, 1866 (14 Stat. L., 797), provision was made for the settlement of friendly Indians on certain unoccupied lands of the Cherokees west of the Mississippi and for the sale of their interest, and also for the sale of other lands belonging to them in the State of Kansas and the investment of the proceeds in registered stock of the United States for the benefit of the Cherokee Nation. Under it and pursuant to other laws sales were made of the lands mentioned, and also other lands west of the Mississippi ceded to the Cherokees under the different treaties to which we have referred, and the proceeds have been duly invested as required by article 23 of the treaty. The investment constitutes one of the funds of which the petitioners seek a proportionate part. * * *

Chief Justice Richardson, in his opinion in the Court of Claims, also recites at length the history of negotiations and treaties with the Indians which led up to and formed the basis of the case. It will be seen by careful examination of the foregoing treaty stipulations that the Indians who constituted the Eastern Band of Cherokees separated themselves from the Cherokee Nation proper. This separation was provided for in article 12 of the treaty of 1835, which was concluded at New Echota. The article is as follows:

ARTICLE 12 Those individuals and families of the Cherokee Nation that are averse to a removal to the Cherokee country west of the Mississippi and are desirous to become citizens of the States where they reside, and such as are qualified to take care of themselves and their property, shall be entitled to receive their due portion of all the personal benefits accruing under this treaty for their claims, improvements, and per capita as soon as an appropriation is made for this treaty.

The condition of the Eastern Band and their political status are thus described in the opinion in the Court of Claims by Chief Justice Richardson:

The fact that those who remained were Cherokee Indians by blood and race could not be blotted out, and they were so called, but their connection with the Cherokee Nation was completely severed.

They had no further voice in its councils nor in its affairs. They were not subject to its laws and they owed to it no allegiance. The Cherokee Nation, as a body politic, never afterwards recognized them as a part of the nation in any form or manner whatever. The only privilege ever accorded them by the nation was that they might become citizens and subject upon removal within its territorial boundaries, and they accord that to all those who are Cherokee by blood or race, wherever they may come from.

They had expatriated themselves from the Cherokee Nation and had become denizens and subjects, if not citizens, of the States where they resided. Thomas, their agent and attorney, wrote that by the constitution and laws of the State they had the right to vote though they seldom exercised it, lest by identifying themselves with one political party they should give offense to the other (Ex. Doc. No. 298, first session Twenty-ninth Congress, p. 181). Whatever organizations they subsequently affected must have been mere social organizations, with no power, as an independent nation of their own, to make laws or do other national acts. That follows from their relations to the State of North Carolina.

They were never afterwards recognized by the United States as any part of the Cherokee Nation as a body politic.

Congress has passed acts from time to time by which there was paid to every Cherokee Indian in the Eastern Band his proportion of the per capita money, and Congress has funded an amount of money equal to the removal and subsistence allowance of each of said Indians and paid the interest to them regularly, and the principal sum of \$53.50 to each one who subsequently went west until 1852. Chief Justice Richardson, in his opinion, page 478, says:

The claimant relies much upon the language of the first article of the treaty of 1846, securing the lands west to the "whole Cherokee people, for their common use and benefit," as giving the North Carolina Cherokees and the claimant band an interest therein whenever any part should be sold. Even independently of the contemporaneous construction by all parties, which strengthens our views, we have no doubt that the "whole Cherokee people" there referred to were the three parties into which the Cherokee Nation was then divided by dissensions, and not by locality, first, the "Eastern Cherokees," meaning those who removed west after the treaty of 1835-36, and who constituted the governing party, or, as their delegates signed themselves, the "government party;" second, the "treaty party," and third, the "old settlers," all mentioned in that treaty.

If, however, the "whole Cherokee people" there mentioned included the North Carolina Cherokees, the very language repels the idea of any partition between them. To enjoy the

benefit of the common lands they must go and enjoy the same with their brethren, according to the customs, laws, and usages of the nation. There is not a single word in either of the treaties that implies a partition of land or a division of the funds of the Cherokee Nation. All is distinctly either declared or implied to be "in common." In clear violation of the idea of common property, the present claimant is seeking a division of it.

The concluding portion of the decision of the Court of Claims is as follows:

The demands of the present Eastern Band of Cherokees and its members are in conflict with these express provisions of the constitution and laws of the Cherokee Nation, to which they are claiming to belong. They are demanding a division of trust funds which the United States holds as the common property, and that, too, while they are living without the limits of the nation and are to all intents and purposes citizens of another government, in utter disregard of the traditions, constitution, and laws of the Cherokee people.

Throughout this opinion we have treated the proceeds of the sale of the common lands as the common property of the nation, precisely as were the lands before such sale. Those proceeds have been invested, and the income of the investments is paid out, in accordance with the terms of the treaty of 1866 (14 Stat. L., 805), for the benefit of the Cherokee Nation as a body politic.

If the Indians east of the Mississippi River wish to enjoy the common benefits of the common property of the nation, in whatever form it may be, whether in permanent fund or in the proceeds of the sale of common lands, they must comply with the constitution and laws and become readmitted to citizenship as therein provided. They can not have a divided share of the common property of the nation, and thus gain rights and privileges not accorded to any other Cherokee Indians—the living out of the national territory, avoiding subjecting themselves to the laws of the nation, dividing its common fund and common property, and managing their affairs wholly independent of national authority. Such an admission of right might break the nation into innumerable bands and scatter into fractions funds which, by treaties with the United States and by the constitutions and laws of the Indians themselves, have been dedicated as common funds to the common and not divided benefit of the nation.

In our opinion the Eastern Band of Cherokee Indians, claimants in this case, have no rights in law or in equity in and to the moneys, stocks, and bonds held by the United States in trust for the Cherokees, arising out of the sales of lands lying west of the Mississippi River, nor in and to a certain other fund, commonly called the permanent-annuity fund, mentioned in the act of March 3, 1883 (22 Stat. L., 585), referring the case to this court; and a decree will be entered to that effect.

The opinion of the Supreme Court of the United States in this case concludes as follows:

Their claim (Eastern Band of Cherokees), however, rests upon no solid foundation. The lands from the sales of which the proceeds were derived belonged to the Cherokee Nation as a political body and not to its individual members. They were held, it is true, for the common benefit of all the Cherokees, but that does not mean that each member had such an interest as a tenant in common that he could claim a pro rata share of the proceeds of the sale made of any part of them. He had a right to use parcels of the land thus held by the nation, subject to such rules as its governing authority might prescribe; but that right neither prevented nor qualified the legal power of that authority to cede the lands and the title of the nation to the United States. Our Government, by its treaties with the Cherokees, recognized them as a distinct political community and so far independent as to justify and require negotiations with them in that character. Their treaties of cession must, therefore, be held not only to convey the common property of the nation, but to divest the interest therein of each of its members. Such was substantially the language and such the decision of the Attorney-General of the United States in a communication made to the President in 1845 with reference to the treaty of New Echota. "The Executive of the United States," he said, "must, therefore, regard the treaty of New Echota as binding on the whole Cherokee tribe; and the Indians, whether in Georgia, Alabama, Tennessee, or North Carolina, are bound by its provisions. As a necessary consequence, they are entitled to its advantages. The North Carolina Indians, in asking the benefit of the removal and subsistence commutation, necessarily admit the binding influence of the treaty on them and their rights. They can not take its benefits without submitting to its burdens. The Executive must regard the treaty as the supreme law, and as a law construe its provisions." (4 Ops. Gen., 437.)

Whatever rights, therefore, the Cherokees in North Carolina, who refused to join their countrymen in the removal to the lands ceded to them west of the Mississippi, can claim in the funds arising from the sales of portions of such lands, or in the fund created by a commutation of the annuities granted upon cessions of the lands of the Cherokee Nation, must depend entirely upon the treaties out of which those funds originated. They have as yet received nothing from either of them, and they can claim nothing by virtue of the fact that the lands of the nation, which its authorities ceded to the United States, were held for the common benefit of all the Cherokees. All public property of a nation is supposed to be held for the common benefit of its people; their individual interest is not separable from that of the nation.

The Cherokees in North Carolina dissolved their connection with their nation when they refused to accompany the body of it on its removal, and they have had no separate political organization since. Whatever union they have had among themselves has been merely a social or business one. It was formed in 1868, at the suggestion of an officer of the Indian Office, for the purpose of enabling them to transact business with the Government with greater convenience. Although its articles are drawn in the form of a constitution for a separate civil government, they have never been recognized as a separate nation by the United States; no treaty has been made with them; they can pass no laws; they are citizens of that State and bound by its laws. As well observed by the Court of Claims in its exhaustive opinion, they have been in some matters fostered and encouraged by the United States, but never recognized as a nation in whole or in part. (20 C. Cls.)

Nor is the band, organized as it now is, the successor of any organization recognized by any treaty or law of the United States. Individual Indians who refused to remove west and preferred to remain and become citizens of the States in which they resided were promised certain moneys, but there is no evidence that the petitioners have succeeded to any of their rights. The original claimants have probably all died, for fifty years have elapsed since the treaty of 1835 was made, and no transfer from them or their legal representatives is shown. But assuming that the petitioners probably represent all rightful demands of the Cherokees living in North Carolina when the treaty was made, what were those demands? As designated by articles 12 and 15 of the treaty, those Cherokees were to receive "their due portion of all the personal benefits

accruing under the treaty for their claims, improvements, and per capita." The term "claims" had reference to demands for spoiliations of their property, which existed prior to the treaty. The improvements were those made on the property ceded. By per capita was meant the proportionate amount, given to each Cherokee east not choosing to emigrate, of the money received on the cession of the lands east of the Mississippi, after deducting certain expenditures mentioned in article 15. Whatever may have remained for the per capita distribution of the \$5,000,000 received for the lands after the deductions mentioned, it is plain that it constituted no portion of the moneys that formed the fund of which the petitioners seek by this suit a proportionate part. By the treaty of 1846 certain sums were allowed in addition to the \$5,000,000 specified in the treaty of 1835, and from the whole amount certain items, other than those three designated, were to be deducted, and the balance was to be paid over per capita in equal amounts to all the individuals heads of families or their legal representatives, entitled to receive it under that treaty. But this change in no respect affects the case.

While the treaty of 1846 was under negotiation one William H. Thomas appeared in Washington as the representative of Cherokees in North Carolina and urged a recognition of their demands for the per capita money and the removal and subsistence money under articles 8 and 12 of the treaty of 1835. He had obtained a statement from one of the commissioners who negotiated that treaty on the part of the United States, from several respectable persons who were privy to the negotiations, and from some of the Cherokees who signed the treaty as to the meaning which should be given to certain terms used in it, and we are referred to these documents as though they should have some influence upon the construction of those terms. But it is too plain for controversy that they can not be used to control the language of the treaty or guide in its construction.

The per capita money and the removal and subsistence money had not been paid when the treaty of 1846 was made, but the Court of Claims finds that since then they have been paid. The claim now presented by the Cherokees of North Carolina to a share of the commuted annuity fund of \$214,000, and of the fund created by the sales of lands west of the Mississippi ceded to the Cherokee Nation, resting, as it does, upon the designation in the treaty of the lands originally possessed by the Cherokees and ceded to the United States, or subsequently acquired by them from the United States, as "the common property of the nation," or as held for the common use and benefit "of the Cherokee people," has no substantial foundation. If Indians in that State or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as there provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. Those funds and that property were dedicated by the constitution of the Cherokees, and were intended by the treaties with the United States, for the benefit of the united nation, and not in any respect for those who have separated from it and become aliens to their nation.

We see no just ground on which the claim of the petitioners can rest to share in either of the funds held by the United States in trust for the Cherokee Nation; and the decree of the Court of Claims must, therefore, be affirmed; and it is so ordered.

We have quoted thus extensively from this important case for the reason that the historical review given in the opinions in this case and the legal principles involved are of the utmost importance in determining the rights of many persons to citizenship in the Cherokee Nation at this time. In some of the briefs of attorneys for claimants it is contended that the opinion of the Supreme Court and the Court of Claims in the case of the Eastern Band of Cherokees are mere dicta and not applicable to the cases now pending in this court. It will be seen, however, in the further consideration of the case now pending, that the opinions in the case of the Eastern Band of Cherokees are very important and controlling upon many features which may be presented.

It is true that the parties now applying for citizenship in the Cherokee Nation were not all parties to the treaty concluded at New Echota, and were not interested in the suit decided by the Court of Claims and affirmed by the Supreme Court. But many of the applicants for citizenship now before this court claim to be the descendants of the North Carolina or Eastern Band of Cherokee Indians, and in so far as the rights of the Indians belonging to that band were determined by the Supreme Court the decision would be applicable and decisive as to all claiming through them.

LEGAL PROPOSITIONS ESTABLISHED.

In the opinion of this court the following propositions are clearly established by the decision of the Supreme Court of the United States and the United States Court of Claims in the case of the Eastern Band of Cherokees against The Cherokee Nation and The United States, viz:

First. That the lands and other property of the Cherokee Nation belong to it as a political body and not to its individual members. The lands are held as communal property, not vested in the Cherokees as individuals, either as tenants in common or joint tenants. (See also opinion by Chief Justice Fuller, of the Supreme Court, in the case of the United States against The Old Settlers, 148 U. S., 427).

Second. That the North Carolina Cherokees, who are now known as the Eastern Band, who refused to join their countrymen in the removal to the lands ceded to the Cherokee Nation west of the Mississippi River, thereby dissolved their connection with what is now known as the Cherokee Nation. They became citizens of the States and subject to the laws of the States in which they resided, and have

no right, title, or interest in the lands or other property of the Cherokee Nation as now constituted. They have received their due proportion of all the personal benefits accruing under the treaty of 1835-36 for their claims, improvements, and per capita. Since their separation from the Cherokee Nation they have had no right to any portion of the lands or common property of the nation, or to any lands or property held for the common use and benefit of the Cherokee people who constitute said nation.

Third. That the phrase "the whole Cherokee people," used in the treaty of 1846, refers to those Cherokees only whose representatives participated in the making and ratification of the treaty, viz, the Cherokee Nation proper, the treaty party, and the Old Settlers, or Western Cherokees. Those Cherokees only were the recognized citizens of the united Cherokee Nation, and no other Cherokees were entitled to the rights and privileges of citizens of the Cherokee Nation as now constituted.

Fourth. If the Eastern Band of Cherokees, or the Cherokees in all the States of the Union, wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Supreme Court and by the Court of Claims, comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as therein provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the lands, funds, and common property of the nation. These lands, funds, and property were dedicated by the Cherokee constitution, and were intended by the treaties with the United States for the use and benefit of the United States, and not in any respect for the use and benefit of those who have separated themselves from it and become aliens to the nation.

THE LAND TENURE.

The constitution of the Cherokee Nation, article 1, section 2, provides that the lands of the Cherokee Nation shall remain common property, but the improvements made thereon and in possession of the citizens of the nation are the exclusive and indefeasible property of the citizens, respectively, who made or may be rightfully in possession of them.

The patent of the United States to the Cherokee Nation, issued on the 31st day of December, 1838, provides as follows:

Therefore, in the execution of the agreements and stipulations contained in the said several treaties, the United States have given and granted unto the said Cherokee Nation the two tracts of land so surveyed and hereinbefore described, containing in the whole 14,374,135 and $\frac{1}{16}$ of an acre, to have and to hold the same, together with all the rights, privileges, and appurtenances thereto belonging, to the said Cherokee Nation forever; subject, however, to the right of the United States to permit other tribes of red men to get salt on the salt plains of the Western Prairie, referred to in the second article of the treaty of the 29th of December, 1835, &c.

And subject, among other things, to the further condition "that the lands hereby granted shall revert to the United States if the said Cherokee Nation becomes extinct or abandons the same."

It will be seen from the text of the patent by which the Cherokee Nation holds the lands belonging to it that the title is in fee simple with certain conditions, called a base or qualified fee. The citizens who occupy the lands of the Cherokee Nation have no title to the soil, but merely a right to occupy such portions of the soil as they may cultivate, under the laws of the nation. The citizen occupant not having any title to the land, but owning the improvements only, can not be said to be either a tenant in common or a joint tenant with any other citizen of the nation, because such tenure implies title of some kind in the tenant. Tenants in common have a unity of possession, because no man can tell which part is his own. (Browne's Blackstone's Commentaries, p. 263.)

Hence the possession of one citizen of a portion of the land of the nation is in no sense a tenancy in common; nor are the citizens of the nation joint tenants, for joint tenants of the land hold in fee simple or otherwise, and there must be a unity of interest, a unity of title, a unity of time, and a unity of possession. In other words, the joint tenants have one and the same interest secured by one and the same conveyance, commencing at one and the same time, and held as one individual possession. (Ib., 256.)

These definitions, therefore, do not apply to any condition existing in the Cherokee Nation as to land tenure and occupancy. A citizen of the Cherokee Nation has the exclusive right to the occupancy of the land upon which he has made improvements or of which he is rightfully in possession. No other citizen of the nation has a right to occupy the particular tract occupied by another citizen; therefore, the citizens of the nation are neither joint tenants with other citizens of the nation nor tenants in common. They occupy the land in severalty, each holding the

possession in his own right only, without any other person being joint or connected with him in point of interest during his occupancy. They are merely occupants in severalty.

THE UNITED NATION.

The Indians who, by the treaty of 1835, agreed with the United States to emigrate west of the Mississippi River were finally located in what is known as the Cherokee Nation. The Western Cherokees, known as the Old Settlers, had preceded them to this country. A new nation was formed to consist of the Eastern and Western Cherokees. This act of union between the Eastern and Western Cherokees was agreed to on the 12th of July, 1838. In September following, as heretofore set forth in the opinion of the Supreme Court, a constitution of government was adopted in which it was recited that the Eastern and Western Cherokees had become united in one body politic under the style and title of the Cherokee Nation. Notwithstanding the formation of this union and the establishment of a new constitution and a new nation, all was not peace and harmony. Dissension arose which led to the formation of the treaty of 1846. This treaty was made and concluded between the following parties:

First. The United States.

Second. The Cherokee Nation.

Third. The treaty party, which was a faction of the Cherokee tribe of Indians at that time.

Fourth. By the Old Settlers, or Western Cherokees.

This treaty recites the fact that serious difficulties, for a considerable time past, had existed between the different portions of the people constituting and recognized as the Cherokee Nation of Indians, which it was desirable should be speedily settled, so that peace and harmony might be restored among them. With a view to final and amicable settlement of these difficulties, that treaty was agreed to.

The first article provides, among other things, that "the lands now occupied by the Cherokee Nation shall be secured to the whole people for their common use and benefit."

The words "the whole Cherokee people" mentioned in this article evidently refer to the parties who participated in the formation of the treaty, and, as Chief Justice Richardson held in his opinion to which reference is made, these words did not embrace what is known as the Eastern Band of Cherokees. Nor do they embrace the Cherokees who have separated themselves from the tribe and taken up their residence in the States.

THREE CLASSES OF CHEROKEES.

From these treaties and from provisions in the Cherokee constitutions it will be seen that there were, and have been since the establishment of the present Cherokee Nation west of the Mississippi River, three classes of Cherokee Indians.

First. Those who are citizens of the united Cherokee Nation, the nation as now constituted, and which occupies the lands ceded to the nation west of the Mississippi River;

Second. The Eastern Band of Cherokees, which constitute all those individuals and families of the old Cherokee Nation who were averse to the removal to the Cherokee country west of the Mississippi River, and who were desirous to become citizens of the States in which they lived and where they then resided; and

Third. Those Cherokees mentioned in the constitution of the united Cherokee Nation, and also in the constitution of the old Cherokee Nation, who were described as follows: "Citizens who shall remove, with their effects, out of the limits of this nation and become citizens of another government." Such Indians were declared by the Cherokee constitution to have forfeited all their rights and privileges as citizens of the nation. It was provided, however, with reference to this latter or third class, "that the national council shall have power to readmit by law to all the rights of citizenship any such person or persons who may at any time desire to return to the nation on their memorializing the national council for such readmission."

Those who are now claiming the right to be enrolled as citizens of the Cherokee Nation come within one or the other of the last two classes mentioned.

WHO MAY BE ADMITTED TO CITIZENSHIP.

This court has no jurisdiction or power under the acts of Congress by means of which the pending cases are being considered to exercise any discretion as to who should or who should not be enrolled as citizens of the Cherokee Nation. It has

the power simply to determine who are legally citizens thereof, and who ought to be so regarded, but who are now denied the rights and privileges of citizenship by said nation. The law of Congress conferring jurisdiction on this court to consider these cases provides that the United States commission—

shall respect all laws of the several nations or tribes not inconsistent with the laws of the United States, and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes.

While no rule or decision is laid down in the act of Congress for this court, it will be assumed that the same provisions of law apply to this court that were made applicable to the United States commission. The direction is to "respect" all laws of the several nations. What is meant by the word "respect" as used in this connection? There can be but one meaning, and that is that the court and the United States commission should give effect to all such laws. The next phrase in the statute is as follows: "And all treaties with either of said nation or tribes." The word "respect," therefore, applies equally to the treaties as to the law. The next phrase is as follows: "And shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes."

This court must, therefore, respect or give effect to all laws of the several nations not inconsistent with the laws of the United States, and must give effect to all treaties with either of said nations, and must give due force and effect to the rolls, usages, and customs, of each of said nations or tribes. In this last provision Congress has recognized the fact that the Cherokee Nation has a right to determine who shall be and who shall not be citizens of the nation. The national council may, in its discretion, confer citizenship upon any person, or it may establish courts or commissions to hear and determine applications for citizenship in the nation. In determining, therefore, who among those now claiming citizenship should be enrolled as citizens of the Cherokee Nation, this court will look to the laws of the nation and consider whether those laws are in conflict with the laws of the United States. It will also ascertain who have been lawfully adjudged to be citizens by tribunals or commissions duly authorized to pass upon their applications. And it will consider the treaties that have been made between the United States and the nation, and it will give due force and effect to the rolls, usages, and customs of the nation in dealing with citizenship cases.

In order to determine what is the law of the Cherokee Nation, the same rules of construction must be applied as to the laws of Congress or of any State in this Union. If the law should be found to be in conflict with the constitution of the Cherokee Nation it would be null and void, just as the law of Congress in conflict with the Constitution of the United States would be null and void.

In considering the treaties which have been made between the nation and the United States they must be carried into effect and the true intent and meaning of them must govern. If it should appear that any of the treaties had been abrogated by Congress, such treaties would no longer be in force.

In order to give due force and effect to the rolls, usage, and customs of the nation, this court will inquire into such rolls, usages, and customs. Congress has already defined what is meant in the act of June 10, 1896, by the words "rolls of citizenship." The rolls of citizenship as defined by Congress have been confirmed. The amendment act, which is found in the Indian appropriation bill passed June 7, 1897, is as follows:

Provided that the words "rolls of citizenship," as used in the act of June tenth, eighteen hundred and ninety-six, making appropriations for current and contingent expenses of the Indian Department and fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety-seven, shall be construed to mean the last authenticated rolls of each tribe which have been approved by the council of the nation, and the descendants of those appearing on such rolls, and such additional names and their descendants as have been subsequently added, either by the council of such nation, the duly authorized courts thereof, or the commission under the act of June tenth, eighteen hundred and ninety-six. And all other names appearing upon such rolls shall be open to investigation by such commission for a period of six months after the passage of this act. And any name appearing on such rolls and not confirmed by the act of June tenth, eighteen hundred and ninety-six, as herein construed, may be stricken therefrom by such commission where the party affected shall have ten days' previous notice that said commission will investigate and determine the right of such party to remain upon such roll as a citizen of such nation: *Provided, also,* That anyone whose name shall be stricken from the roll by such commission shall have the right of appeal, as provided in the act of June tenth, eighteen hundred and ninety-six.

This provision, of course, will take effect from the date of its passage, and this court will give such construction to the words "rolls of citizenship," used in the act of June 10, 1896, as is provided for in this amendment.

It is competent for Congress by subsequent acts to declare the meaning which should be given to acts previously passed, and this court will carry into effect the meaning which Congress subsequently provided should be given.

SUMMARY OF CITIZENSHIP ACT.

The Cherokee Nation has from time to time passed laws for the purpose of ascertaining who were entitled to citizenship in the nation. It is contended by counsel for the Cherokee Nation that some of the acts of the Cherokee council in reference to citizenship are in conflict with the constitution of the nation. None of these citizenship acts, so far as this court is advised, have been declared unconstitutional by the courts of the Cherokee Nation. They have been recognized as binding upon that nation. The constitution of the nation, section 14, article 2, reads as follows:

The national council shall have power to make all laws and regulations which they shall deem proper for the good of the nation, which shall not be contrary to the constitution.

Congress has always conceded to the nation the right to enact all laws which are not in conflict with the Constitution or laws of the United States or with the treaties made with the nation.

The following tribunals and commissions have been created by the acts of the Cherokee council for the purpose of considering citizenship cases:

First. The supreme court of the nation was authorized by an act of December 3, 1869, to consider the claims of all persons whose citizenship was doubtful. Such persons were required to appear before the supreme court on the first Monday of December, 1870, to establish their rights. The decision of the court was made final and conclusive.

Second. By an act of council November 18, 1878, North Carolina Cherokees were authorized to enroll themselves before the chief justice of the supreme court within two months after their arrival and make satisfactory showing of being Cherokees. This act was in force one year and twenty days. During this time the chief justice was authorized to place on the rolls such of those Cherokees as he should find entitled to citizenship. By act of December 7, 1871, the act was amended so as to limit the power of the chief justice to merely receive and hear petition of all persons claiming the rights of Cherokee citizenship, and to transmit all evidence to the national council at each regular session for final action. This act was repealed December 5, 1876, and was in force five years.

Third. By act of the council December 5, 1877, a commission on citizenship was created, which was authorized to take cognizance of and exercise complete jurisdiction over all cases arising under the constitution and laws of the Cherokee Nation involving the right of citizenship in said nation as specified in said act. By act of December 5, 1878, the act authorizing this commission was amended so as to extend its jurisdiction to the cases of all claimants to the rights of citizenship who may be at the time of the passage of the act actually residing within the limits of the nation, and whose cases have not been determined adversely to the claimants by the commission. The commission expired by limitation of law on the 30th day of June, 1879, and was in force one year and six months.

Fourth. By act of council of November 20, 1879, another commission was created to have cognizance of all cases arising under the constitution and laws of the Cherokee Nation involving the right to citizenship as therein specified. This act was repealed November 26, 1884, and was in effect five years.

Fifth. By act of the council December 8, 1886, a third commission was created. This commission was authorized to hear all persons applying for citizenship in the Cherokee Nation upon the ground of Cherokee blood or descent, but such applicants must be of the lineal descent of persons whose names appear upon the census rolls taken by the United States after the treaty of 1835, and the roll of 1848, known as the Mullay rolls, and the roll known as the Sila roll and the census rolls taken by the United States in 1852, known as the Chapman rolls.

The commission was required to decide these cases in accordance with the constitution of the Cherokee Nation, conferring upon the national council the power to readmit persons to citizenship, and with the decision of the Supreme Court of the United States in the case of the Eastern Band of Cherokees against the Cherokee Nation. This jurisdiction embraced all classes of Cherokees by blood, except the Old Settlers, who were provided for by an amendment of the council passed May 23, 1887. This commission expired on the second Monday of November, 1889, and was in existence three years.

Numerous other acts in reference to citizenship were from time to time passed by the national council.

By an act of council October 12, 1846, the time within which persons might appear before the council was extended until November, 1846. On October 15, 1841, the Cherokee council passed the following act:

AN ACT relating to persons returning to the nation.

Be it enacted by the national council, That all Cherokees, and other persons having Cherokee privileges, who may have been residing out of the limits of the nation previously to the adoption

of the constitution are hereby exempted from being required to memorialize the national council for admission to the rights and privileges of citizenship. It is considered that they have the right of returning without the action of the council.

Tahlequah, October 15, 1841.

By act of council November 20, 1868, the foregoing act was repealed, the repeal act being as follows:

AN ACT repealing an act authorizing persons to move into the Cherokee Nation, etc.

Be it enacted by the national council, That the act passed on the 15th of October, 1841, authorizing certain classes of persons to move into the Cherokee Nation without memorializing the national council, be, and the same is hereby, repealed.
Approved, November 20, 1868.

The following provision will be found in the Cherokee constitution of 1839, viz:

The descendants of Cherokee men by all free women, except the African race, whose parents may have been living together as man and wife, according to the customs and laws of this nation, shall be entitled to all the rights and privileges of this nation, as well as the posterity of Cherokee women by all free men. No person who is of negro or mulatto parentage, either by the father's or mother's side, shall be eligible to hold any office of profit, honor, or trust under this government.

The following amendment thereto was adopted in 1866, and is now in force:

SEC. 5. * * * All native-born Cherokees, all Indians, and whites legally members of the nation by adoption, and all freedmen who have been liberated by voluntary act of their former owners or by law, as well as free colored persons who were in the country at the commencement of the rebellion and are now residents therein or who may return within six months from the 19th day of July, 1866, and their descendants, who reside within the limits of the Cherokee Nation, shall be taken and deemed to be citizens of the Cherokee Nation.

It will thus be seen that from October 15, 1841, until November 20, 1868, a period of twenty-seven years, a general invitation was extended by the Cherokee Nation to all Cherokees who may have been residing out of the limits of the nation previous to the adoption of the constitution to return to the nation and enjoy the rights and privileges of citizenship without being required to memorialize the national council for admission.

TEXT OF CITIZENSHIP ACTS.

In view of the fact that the jurisdiction of the tribunals which have been created to pass upon citizenship cases in the Cherokee Nation has been called in question in some cases, the text of the acts creating such tribunals will be set forth in full in this opinion. These acts are as follows:

The act conferring jurisdiction upon the supreme court is as follows:

That all persons whose rights to citizenship in the Cherokee Nation shall be called in question, and who shall be reported by the persons authorized by this act to take a census of the Cherokee people, or a list of doubtful persons, shall be required to appear before the supreme court of the Cherokee Nation, at Tahlequah, on the first Monday in December, 1870, then and there to establish their right to citizenship in the nation, and the said supreme court is hereby specially empowered to act as a court of commissioners on behalf of the nation for the hearing and determination of all cases of doubtful citizenship which shall be reported to them by the census takers or by the solicitors of the several districts. And the decision of the said court shall be deemed final and conclusive in the premises as to the rights of said persons to citizenship in the Cherokee Nation. And the said court shall cause a correct list of the names and ages of all persons whose rights they may confirm, and one of all those whose rights they may reject, to be placed on record in their office, and a copy of the same to be furnished to the principal chief for the use of the executive department.

Approved, December 3, 1869, the date of presentation.

Counsel for the Cherokee Nation contend that by this act the supreme court was not empowered to readmit persons to citizenship in the Cherokee Nation, but to determine whether such persons residing in the Cherokee Nation and claiming to be citizens were in fact such, and that if such court went outside of this and admitted persons to citizenship who had come from the adjoining States and had at no time been citizens of the nation it exceeded its jurisdiction. This court does not agree with this contention. The authority conferred upon the supreme court was to hear and determine the cases of all persons whose rights to citizenship in the Cherokee Nation should be called in question, and who would be reported to the court by the census takers, or, as expressed in another part of the act, "to hear and determine all cases of doubtful citizenship which shall be reported to them by the census takers." The decision of the court, as will be seen, was made final and conclusive in the premises as to the rights of such persons to citizenship in the Cherokee Nation.

The act conferring jurisdiction upon the chief justice of the supreme court is as follows:

Whereas the national council, under a joint resolution approved December 10, 1869, entitled "A joint resolution of the national council in regard to the North Carolina Cherokees," has

invited the said North Carolina Cherokees to emigrate West and become identified with the Cherokee Nation as citizens thereof: Therefore,

Be it enacted by the national council, That all such Cherokees as may hereafter remove into the Cherokee Nation and permanently locate therein as citizens thereof shall be deemed as Cherokee citizens, provided said Cherokees shall enroll themselves before the chief justice of the supreme court within two months after their arrival in the Cherokee Nation and make satisfactory showing to him of their being Cherokees. And the said chief justice is hereby required to report the number, names, ages, and sex of all persons admitted by him to be entitled to Cherokee citizenship, and also the number, names, ages, and sex of the persons denied the right of citizenship, to the annual session of the national council in each year.

Tahlequah, C. N., November 18, 1870. Approved.

The joint resolution to which reference is made is as follows:

JOINT RESOLUTION of the national council in regard to North Carolina Cherokees.

Whereas sundry petitions have been transmitted to the national council by the North Carolina Cherokees, from which it appears that the said Cherokees (or a portion of them) are desirous of removing and becoming members of the Cherokee Nation;

And whereas the principal chief has transmitted a communication to the national council, inclosing one from the Commissioner of Indian Affairs, from which it appears that the honorable Commissioner desires to know of the wishes of the Cherokee Nation in reference to the removal of the said North Carolina Indians; Therefore,

Be it resolved by the national council, That the principal chief be, and he is hereby, authorized to inform the honorable Commissioner of Indian Affairs of the willingness of the Cherokee Nation to receive the said "North Carolina Cherokees" into the Cherokee Nation: *Provided,* That they remove without any expense to the treasury of the Cherokee Nation: *And provided further,* That these resolutions shall not be so construed as to admit any Cherokee rights or benefits until they shall have removed West and been identified as citizens of the Cherokee Nation.

Be it further resolved, That the principal chief be, and he is hereby, authorized to notify the said "North Carolina Cherokees" of the willingness of the Cherokee Nation to receive them as citizens of the Cherokee Nation, upon the terms hereinbefore expressed.

Tahlequah, C. N., December 10, 1869.

This court has endeavored to secure a copy of the letter of the Commissioner of Indian Affairs referred to in this act, but has been unable so far to do so. It appears, however, from the two acts mentioned, that they relate to what is known as the "North Carolina Cherokees"—those Cherokees who are denominated "the Eastern Band of Cherokees" in the decision of the Supreme Court reported in 117 United States, page 288.

All such Cherokees who might thereafter remove into the Cherokee Nation and permanently locate therein as citizens thereof were declared to be Cherokee citizens, provided they should enroll themselves before the chief justice of the supreme court within two months after their arrival in the Cherokee Nation and make satisfactory showing to him of their being Cherokees.

It is the opinion of this court that no jurisdiction was conferred upon the chief justice of the supreme court of the Cherokee Nation except to enroll North Carolina Cherokees, and if it should appear that he enrolled Cherokees not within this designation he would be acting without jurisdiction.

The jurisdiction conferred upon the chief justice by the act of December 7, 1871, was merely to take evidence with regard to persons applying for citizenship and transmit the petitions to the council for its final action. The act is not deemed important in this connection and it will not be quoted. The power of the council to admit persons to citizenship has never been questioned. It is, however, of interest, in order to determine the construction to be given to the act conferring jurisdiction upon the chief justice, to refer to a portion of the text of the amendatory act. The amendatory act recites that the act relative to the North Carolina Cherokees, approved November 17, 1870, "is hereby so amended as to require the chief justice of the Cherokee Nation to receive and hear the petitions of all persons claiming the right to Cherokee citizenship."

Attention is called to the persons covered by each act. By the first act North Carolina Cherokees are mentioned. By the second act all persons claiming the rights to Cherokee citizenship are referred to, clearly indicating that the two acts had reference to different classes of persons; that the first act had reference to North Carolina Cherokees only, while the latter or amendatory act had reference to all persons claiming the rights of Cherokee citizenship.

The act creating the first commission of citizenship, passed December 5, 1877, is as follows:

The commission on citizenship shall have cognizance of and exercise complete jurisdiction over all cases arising under the constitution and laws of the Cherokee Nation involving the right of citizenship of said nation as hereinafter specified.

First. Of all cases wherein claimant to citizenship has applied to the supreme court or to the national council and wherein the court or council has failed to adjudicate the same, whether it originated in the national council or was transmitted thereto for review from the supreme court.

Second. Of all cases where the national council had adjudicated the same by a decision adverse to claimants and where such rejected claimants have appealed from the jurisdiction of the Cherokee Nation to that of the United States subsequent to the date of the Cherokee treaty of

July 10, 1866, and whose cases have been reported by the United States agent under instructions from the Department of the Interior to the principal chief and are now on file in his office.

Third. Of all cases where the claimants have ignored the authorities of the Cherokee Nation and appealed to those of the United States.

Fourth. Of all cases where citizenship has been granted and there is presumptive evidence of fraud having been perpetrated to secure the same; or where citizens of the United States have married into this nation in violation of the law prohibiting the marriage of persons previously married without having obtained a divorce.

Fifth. Of all cases of persons of African descent arising under the Cherokee treaty of July 19, 1866, where the applicant claims to have complied with the requirements of the treaty, but has failed to receive recognition as a citizen by competent authority.

In decreeing the right of citizenship in the Cherokee Nation the commission shall be governed by the provisions contained in the fifth section, amendments to article 3 of the constitution, to wit: "All native-born Cherokees, all Indians and whites legally members of the nation by adoption, and all freemen who have been liberated by voluntary act of their former owners or by law, as well as free colored persons who were in the country at the commencement of the rebellion and are now resident therein, or who may return within six months from the 19th day of July, 1866, and their descendants who reside within the limits of the Cherokee Nation, shall be taken and deemed to be citizens of the Cherokee Nation," and in addition thereto shall include all applicants bona fide residents, and who are of Cherokee parentage, and who may be of not less than the half blood. The recognition of the right of citizenship in the Cherokee Nation by virtue of the foregoing provisions shall not be deemed as conferring the like right upon any persons not an Indian who may be connected by such person by blood or affinity unless such person shall comply with the provisions of article 15, chapter 10, New Code, relating to inter-marriages.

The commissioners on citizenship may admit as evidence in any of the cases named herein the oral testimony of witnesses under oath, the decisions, records, or other papers, or the certified copies thereof, in the clerk's office of the national council, or of the supreme court of the Cherokee Nation, or by other affidavits taken before any court of record in the United States, duly authenticated, pertaining to any case brought before it under this act, and shall give such weight to the credibility of such evidence in making up their judgment thereon as they may deem it entitled to. They may in their discretion limit the number of witnesses that may be introduced to establish the same fact in any one case, and fix the period of hearing and determining the same.

Approved December 5, 1877.

This act was amended December 5, 1878, as follows:

Be it enacted by the national council, That an act approved December 5, 1877, entitled "An act creating a commission on citizenship to try and settle claims to citizenship," be, and the same is hereby, amended so as to extend the jurisdiction of the commission on citizenship to embrace and extend to the cases of all claimants to the rights of citizenship who may at the passage of the act be actually residing within the limits of the nation and whose cases have not heretofore been determined adversely to the claimants by the present commission.

SEC. 2. Be it further enacted, That the principal chief be authorized and requested to direct the solicitors of the several districts to report, by the 1st day of January, 1879, or as soon thereafter as practicable, to the commission on citizenship, the names of all persons who allege that they have claims to Cherokee citizenship and who are now residing within their respective districts.

SEC. 3. Be it further enacted, That the commission on citizenship shall expire on the 30th day of June, 1879, and shall then report their proceedings to the principal chief, for the information of the national council, and shall turn over to the executive department all their records.

Approved December 5, 1878.

It will be seen that this act embraced all claimants who at the passage of the act actually resided within the limits of the nation, and whose cases had been theretofore determined adversely by said commission.

The act creating a second commission on citizenship was passed November 20, 1879, and is as follows:

They shall also have the right to command the presence and services of the sheriff of Tahlequah district, or his deputy, during their sessions, who shall be allowed one dollar per day while attending the sessions of the commission on citizenship, separate from his salary. The said sheriff shall have authority to send summonses to the several sheriffs of the several districts, to be served without delay by them and returned, without any other compensation than that of their salaries.

The commission on citizenship shall have cognizance of and exercise complete jurisdiction over all cases arising under the constitution and laws of the Cherokee Nation involving the right to citizenship of said nation as hereinafter specified.

First. Wherein a claimant to citizenship has applied to the late commission on citizenship and no final action taken, or to the national council since the expiration of the commission on citizenship, or where application for citizenship may be made to the national council prior to the first meeting of the commission on citizenship herein created.

Second. Of all cases where the national council has adjudicated the same by a decision adverse to the claimants, and where such rejected claimants have appealed from the jurisdiction of the Cherokee Nation to that of the United States, subsequent to the date of the Cherokee treaty of July 19, 1866, and whose cases have been reported by the United States agent under instructions from the Department of the Interior to the principal chief, and are now on file in this office, and which have not been investigated and final decision given by the late commission on citizenship.

Third. Of all cases where the claimants have ignored the authorities of the Cherokee Nation and appealed to those of the United States.

Fourth. Of all cases where citizens of the United States have married into this nation in violation of the law prohibiting marriage of persons previously married without having obtained a divorce.

Sixth. Of all cases of claimants petitioning for citizenship not embraced in the foregoing classification of claimants.

Seventh. Of all cases of persons of African descent, arising under the Cherokee treaty of July 19, 1866, where the applicant claims to have complied with the treaty, but has failed to receive recognition as a citizen by competent authority, and who have not had decisions adverse to them by competent authority.

In decreeing the right to citizenship in the Cherokee Nation the commission shall be governed by the provisions contained in the fifth section, amendments to article 3 of the constitution. The recognition of the right of citizenship in the Cherokee Nation by virtue of the foregoing provision shall not be deemed as conferring the like right upon any person not an Indian who may be connected with such person by blood or affinity, unless such person shall comply with the provisions of article 15, chapter 10, New Revised Code, relating to intermarriage.

The third commission, as heretofore stated, was authorized by council, passed December 8, 1886. The jurisdiction conferred upon it was embraced in section 7, which is as follows:

SEC. 7. The commission, when organized, shall give a hearing to any person applying for citizenship in the Cherokee Nation upon the ground of Cherokee blood or descent, but such applicant must be a person, or the lineal descendant of a person, whose name appears upon the census rolls of the Cherokees taken by the United States after the treaty of 1835, and known as the rolls of 1835, and the rolls of 1848, known as the "Mullay rolls," and the census rolls of the Cherokees taken by the United States in 1851, and known as the "Sila roll," and the census rolls of the Cherokees taken by the United States in 1852, known as the "Chapman rolls;" and the commission shall decide in accordance with the constitution of the Cherokee Nation, conferring upon the national council the power to readmit persons to citizenship, and with the decision of the Supreme Court of the United States, delivered March 1, 1885, in the case of the North Carolina Cherokees v. The Cherokee Nation.

This act was amended May 23, 1887, as follows:

AN ACT to amend an act entitled "An act for the appointment of a commission to try and determine applications for Cherokee citizenship."

Be it enacted by the national council, That section seven (7) of an act of the national council, approved December 8, 1886, and entitled "An act for the providing for the appointment of a commission to try and determine applications for Cherokee citizenship," shall be so amended that the commission shall be authorized to try and determine all claims to Cherokee citizenship wherein the claimant claims by virtue of Cherokee descent, who left or emigrated from the Cherokee Nation prior to the year 1835.

This amendment conferred jurisdiction to hear and determine the claims of those who emigrated from the old Cherokee Nation prior to the year 1835. Such persons were known as Old Settlers or Western Cherokees. As before stated, this commission expired in 1889. Since that time no commission or tribunal of the Cherokee Nation has been authorized to pass upon citizenship cases. All persons admitted to citizenship in the Cherokee Nation since that time have been admitted by act of the Cherokee Council. An act of the Cherokee Council of December 5, 1888, passed during the existence of this commission, provided that all persons admitted by the commission should become bona fide residents of the nation within one year from the date of their admission. The last act of the Cherokee Council of general legislation in regard to citizenship is as follows:

Be it enacted by the national council, That all persons who have been or may hereafter be readmitted to citizenship in the Cherokee Nation are hereby required to permanently locate within the limits of the Cherokee Nation within six months from the passage of this act, or from the date of readmission of persons hereafter readmitted, or no rights whatever shall accrue to such persons by reason of such readmission: *Provided,* That nothing in this act shall bar minors and orphans.

Approved December 4, 1894.

ADJUDICATIONS IN CITIZENSHIP CASES.

In all cases wherein it appears that applicants for citizenship in the Cherokee Nation filed their claims before the proper tribunal or commission, and in all cases where the tribunal or commission acted within the scope of its jurisdiction, as prescribed by the law of the Cherokee Nation, and admitted such persons to citizenship, this court will regard such cases as adjudicated; and in all cases where such applicants were rejected, the same rule will be applied. In order to set aside such adjudications, whether in favor of or against such applicants, it must be made to appear to this court, either that the tribunal or commission acted without jurisdiction, or that the decision of the commission was procured by fraud.

A judgment by which the court exercised a power not conferred upon it by the statute under which it assumed to act is a nullity, and will be so treated when it comes in question, either directly or by an appeal or collaterally. (*Allison v. T. A. Snider Preserve Co.*, Sup. Ct., App. Term, 20 Misc., 367; 45 N. Y. Supp., 925; *Risley v. Bank*, 83 N. Y., 318.)

In order that the adjudication of the tribunal or commission should be set aside for fraud, it must clearly and affirmatively appear that the case was fictitious; that the judgment of the tribunal was procured by the beneficiaries thereof by bribery or other corrupt means, and that the judgment should not in equity and good conscience be regarded as a valid judgment.

Justice requires that every case, having been once fairly and impartially tried, should be forever closed, and public tranquillity demands that all litigations of that kind between those parties should cease. A judgment entitled to this consideration must, however, be the judgment of the tribunal.

The rule is well settled that a judgment or decree of any court will be set aside in a court of equity if it be made to appear that it was procured by fraud. This rule needs no citation of

authorities to support it, because it is too well established and known to need such citation. But the proof of the fraud and the facts evidencing it must be clear and satisfactory to the court before it will act. It will not proceed upon doubtful inferences. (*Davis v. Jackson*, 39 S. W. Rep., p. 1076—Sup. Ct. of Tenn., March 13, 1897.)

It is not enough to allege and prove that the tribunal erred in this decision, or that perjured testimony was introduced and considered, unless such perjured testimony was given by the beneficiaries of the judgment, or by their procurement. (Black on Judgment, vol. 1, sec. 323.)

It will be taken for granted that the court or tribunal fairly weighed and considered such testimony and disregarded it. The judgment itself must be corrupt, or procured by corrupt means, or the court must have acted without jurisdiction, in order to render it a nullity.

In all cases where claimants have appeared before tribunals or commissions, established by the Cherokee Nation, and have had their cases considered fairly and honestly, this court will not disturb the judgment. The burden of proof will be upon those who allege a fraudulent judgment to prove it. The law presumes not only that the acts of courts but the transactions of individuals are honest. Those who allege fraud are required to establish it conclusively. (Black on Judgments, vol. 1, sec. 321, and authorities there cited, namely, *Jones v. Britton*, 1 Woods, 667; *Caldwell v. Fifield*, 24 N. J. Law, 150.)

In all cases where a tribunal or commission having jurisdiction of the case has passed upon it the decision will be binding upon this court, unless it clearly appears from the evidence in the case that the judgment is so fraudulent that a court of competent jurisdiction should set it aside and declare it a nullity.

INDIANS RESIDING IN THE STATES.

Frequent reference has been made in the briefs and arguments of counsel in citizenship cases to the case of *John Elk v. Charles Wilkins*, decided by the Supreme Court of the United States, and reported in 112 United States Reports, pages 94 to 123. The plaintiff in this case brought suit against the defendant, who was one of the registrars of election of the city of Omaha, Nebr., for refusing to register him as a voter, and for refusing to permit him to vote at an election in that city in April, 1880. The defendant refused to register and to permit plaintiff to vote, on the ground that he was an Indian, and not a citizen of the United States. In that case the Supreme Court of the United States held as follows:

An Indian, born a member of one of the Indian tribes within the United States, which still exists and is recognized as a tribe by the Government of the United States, who has voluntarily separated himself from his tribe, and taken up his residence among the white citizens of a State, but who has not been naturalized or taxed or recognized as a citizen, either by the United States or the State, is not a citizen of the United States within the meaning of the first section of the fourteenth article of the amendment of the Constitution.

It will be seen from this quotation from the syllabus in that case that an Indian who had separated himself from his tribe, but who had not been naturalized or taxed or recognized as a citizen, either by the United States or the State, is not a citizen of the United States. The court further on in its opinion in this case held as follows:

The alien and dependent condition of the members of the Indian tribes could not be put off at their own will without the action or assent of the United States. They were never deemed citizens of the United States, except under explicit provisions of treaty or statute to that effect, either declaring a certain tribe, or such members of it as chose to remain behind on the removal of the tribe westward, to be citizens, or authorized individuals of particular tribes to become citizens on application to a court of the United States for naturalization, and satisfactory proof of fitness for civilized life; for example of which see treaties of 1817 and 1835 with the Cherokees, and in 1820, 1825, and 1830 with the Choctaws.

Reference is had, it will be seen from these quotations from the decision of the Supreme Court, to the treaties with the Cherokees in 1817 and 1835. The treaty with the Cherokees in 1817, article-8, provides as follows:

And to each and every head of any Indian family residing on the east side of the Mississippi River on the lands that are now or may hereafter be surrendered to the United States who may wish to become citizens of the United States, the United States do agree to give a reservation of 640 acres of land, in a square, to include their improvements, which are to be as near the center thereof as practicable, in which they will have a life estate, with reversion in fee simple to their children, reserving to the widow her dower, the registry of whose names is to be filed in the office of the Cherokee agent, which shall be kept open until the census is taken as stipulated in the third article of this treaty: *Provided*, That if any of the heads of families for whom reservation may be made should remove therefrom, then in that case the right to revert to the United States.

The treaty of 1835, referred to in the decision of the Supreme Court, article 12, contains this provision:

Those individuals and families of the Cherokee Nation that are averse to a removal to the Cherokee country west of the Mississippi and are desirous to become citizens of the States where they reside, and such as are qualified to take care of themselves and their property, shall be entitled to receive their due proportion of all the personal benefits accruing under this treaty for their claims, improvements, and per capita as soon as an appropriation is made for this treaty.

There was an additional provision allowing the Indians referred to in that article to have a preemption right to 160 acres of land to be given to those who were desirous to reside within the States of North Carolina, Tennessee, and Alabama. A supplemental treaty to this, proclaimed May 23, 1836, relinquished and declared void the preemption rights and reservation provided for in the treaty of 1835.

These two articles, however, in the treaties of 1817 and 1835, clearly indicate the intention of Congress that such Cherokee Indians as were averse to removal to the country west of the Mississippi might become citizens of the States where they resided.

In the case of the United States *v.* Boyd et al., decided by the circuit court of the United States for the western district of North Carolina, in June, 1895 (68 Federal Reporter, pp. 577-585), it was held that—

The Indians belonging to the Eastern Band of Cherokees, in the State of North Carolina, have never become citizens of the United States, and the Federal courts have jurisdiction to entertain a suit brought by the United States, as guardian of such Indians, for the protection of their interests.

In the opinion of the circuit court of the United States in this case the court used this language:

By the treaty of New Echota [treaty of 1835], individuals and families who were averse to removal with the nation were suffered to remain in the States in which they were living, if they were qualified to take care of themselves and property, and were desirous of becoming citizens of the United States. Those who exercised these privileges terminated their connection with the Cherokee Nation: (Eastern Band of Cherokee Indians *v.* United States, 117 U. S., 288; 6 Sup. Ct., 718.)

Did this make them citizens of the United States? The circuit court here quotes with approval the decision of the Supreme Court in the case of *Elks v. Wilkins*, supra, and then continues as follows:

There is nothing in the record going to show that these Indians [Eastern Band of Cherokees] were ever naturalized.

Have they been made citizens by treaty? Article 12 of the treaty of 1835 is then quoted by the circuit court, and its opinion continues as follows:

This does not confer on them citizenship. It only authorized them to become citizens when it is recognized that they are qualified or calculated to become useful citizens.

The court then pointed out that they could only become citizens of the United States by naturalization. The court continued as follows:

But it must not be understood that these Cherokee Indians, although not citizens of the United States, and still under pupilage, are independent of the State of North Carolina. They live within her territory. They hold lands under her sovereignty, under her tenure. They are in daily contact with her people. They are not a nation or a tribe. They can enjoy privileges she may grant. They are subject to her criminal laws. None of the laws applicable to Indian reservations apply to them. All that is decided is that the Government of the United States has not yet ceased its guardian care over them nor released them from pupilage.

It was also conceded in this opinion that the North Carolina Cherokees were recognized citizens of the State of North Carolina; that they voted, paid taxes, worked roads, and performed all the duties of citizens of said State. The circuit court, in the case above referred to, in its opinion further states as follows:

The case of the Cherokee Trust Funds (117 U. S., 288; 6 Sup. Ct. 718) does not conflict with these views. That case decides that this Eastern Band of Cherokee Indians is not a part of the nation of Cherokees with which this Government treats, and that they have no recognized separate political existence; and at the same time their distinct unit is recognized and the fostering care of the Government over them as such distinct unit.

It is clearly held in this opinion of the circuit court of North Carolina that the Eastern Band of Cherokees is not a part of the Cherokee Nation as now constituted. And if the Eastern Band of Cherokees, which has preserved a distinct tribal organization under the tutelage of the United States, is not a part of the Cherokee Nation as now constituted, it follows even with greater force that those Indians who removed with their effects out of the old Cherokee Nation before the removal of its citizens west of the Mississippi River, as well as those who have moved from the limits of the nation as now constituted and become citizens of any other government, have forfeited all their rights and privileges as citizens of the Cherokee Nation.

The decision of the Supreme Court in the case of *Elk v. Wilkins*, supra, was handed down November 3, 1884. A little over two years thereafter Congress passed an act February 8, 1887 (24 Stat. L., 388), with the evident purpose to define the status of Indians situated as was *Elk*, the plaintiff in the case.

This act declares an Indian who has taken up his residence in the United States separate and apart from his tribe, and who has adopted the habits of civilized life, to be a citizen of the United States and entitled to all the rights, privileges, and

immunities of other citizens thereof, and that such citizenship is conferred "without in any manner impairing or otherwise affecting the right of such citizen to tribal or other property." This act of Congress is important in determining the status of Cherokee Indians who have taken up a residence in the States separate and apart from the tribe and have adopted the habits of civilized life. Such Indians were declared February 8, 1887, to be citizens of the United States. And those Indians who have never been recognized as members of the Cherokee Nation, as it is now constituted, have never had any right to tribal property in said nation, and hence they have no rights in the nation which could in any manner be impaired or otherwise affected by being declared citizens of the United States. If such Indians have any tribal rights to be impaired, they were rights in the old Cherokee Nation or in the Eastern Band of the Cherokee Indians now located as a separate tribe in North Carolina. If there are any Cherokees who have ever been recognized as citizens of the Cherokee Nation as now constituted who have separated themselves from the nation and taken up their residence in the States and have removed their effects out of the nation, they would, by the act of Congress of February 8, 1887, be citizens of the United States, and by the constitution and laws of the Cherokee Nation they would have forfeited their rights as citizens of the nation. The Cherokee constitution and laws were not abrogated or repealed by the act of Congress of February 8, 1887, for the reason that the United States has conceded to the Cherokee Nation the right to determine who shall be citizens thereof.

A careful examination of the treaties which have been made with the Cherokee Nation by the United States will clearly establish the fact that nowhere does it appear that Cherokee Indians who have separated themselves from the tribe or taken up their residence in the States are taken into consideration, except the provision in reference to the Eastern Band of Cherokees, and those in reference to Cherokees who accepted reservations of land under article 8 of the treaty of 1817, and those who received their due proportion of all personal benefits accruing under the treaty of 1835, article 12. The treaties in reference to those classes of Cherokee Indians recognized the fact that they had separated themselves from and ceased to constitute a part of the Cherokee Nation. And, as is held by the Supreme Court of the United States in the case of the Eastern Band of Cherokees against the Cherokee Nation, *supra*, these Indians ceased to be a part of the Cherokee Nation, and henceforth they become citizens of, and were subject to the laws of, the States in which they resided. And further, if Cherokee Indians who have separated themselves from the Cherokee Nation and have taken up their residence in any of the States of the Union wish to enjoy the benefits of citizenship in the Cherokee Nation they must comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as therein provided. "They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation." By the terms of various treaties between the United States and the Cherokee Nation during the time the nation was divided into the Eastern and Western tribes the annuities were divided between the two branches of the nation according to their respective members, to be ascertained by a census to be taken. The annuities thus divided were regularly paid as stipulated until commuted by the treaty of 1835. This clearly shows that the United States regarded those Cherokees only who were citizens of the nation as entitled to annuities and as having any right or interest in Cherokee lands or property.

PURCHASE OF THE CHEROKEE OUTLET.

Counsel for the Cherokee Nation contend that the treaty with the Cherokee Nation for the purchase of what is known as "The Cherokee Outlet" expressly recognized the right of the Cherokee Nation to determine for itself who were entitled to citizenship. It is true that two considerations were expressed in the treaty: One of money, and the other in reference to intruders. Article 1 of the treaty ceded the lands in the Cherokee Outlet to the United States. Article 2 is as follows:

For and in consideration of the above cession and relinquishment the United States agrees:

First. That all persons now residing, or who may hereafter become residents, in the Cherokee Nation, and who are not recognized as citizens of the Cherokee Nation by the constituted authorities thereof, and who are not in the employment of the Cherokee Nation or not in the employment of citizens of the Cherokee Nation, in conformity of the laws thereof, or in the employment of the United States Government, and all citizens of the United States who are not residents of the Cherokee Nation under the provisions of treaty or acts of Congress, shall be deemed and held to be intruders and unauthorized persons within the intent and meaning of section 6 of the treaty of 1835 and sections 26 and 27 of the treaty of July 19, 1866, and shall, together with their personal effects, be removed without delay from the limits of said nation by the United States, as trespassers, upon the demand of the principal chief of the Cherokee Nation.

Counsel for the Cherokee Nation contend that the foregoing provision was deemed a greater consideration to the Cherokees than the money actually paid them, and that the legislation contained in the act of June 10, 1896, conferring upon the United States commission and this court authority to determine who were citizens of the Cherokee Nation is in violation of the letter and spirit of this treaty and impairs the obligation of the contract of purchase; that contracts made by the Government with individuals are binding upon the Government, and that the Government is subject to the same obligations as individuals.

If it should be conceded for the sake of the argument that this position is correct, the conclusion would follow that the contract for the purchase of the Outlet had been impaired by subsequent legislation and that a portion of the consideration of purchase had failed. In that event, if this position be well taken, the Cherokee Nation might demand additional pecuniary consideration for the sale of the Outlet, the amount to depend upon the damages, if any, which the Cherokee Nation had sustained.

It would not follow, in any event, that the United States had no power to enact the legislation conferring authority upon the United States commission to prepare rolls and the jurisdiction upon this court under which citizenship cases are now being heard and determined.

POWER OF CONGRESS OVER INDIANS.

In the first treaty made between the United States and the Cherokee Nation, which was concluded November 22, 1785, at Hopewell, on the Keowee, it was expressly provided in article 3 as follows:

That said Indians, for themselves and their respective tribes and towns, do acknowledge all the Cherokees to be under the protection of the United States of America, and of no other sovereign whomsoever.

And by article 9 of said treaty it was provided as follows:

For the benefit and comfort of the Indians, and for the prevention of injuries and oppressions on the part of the citizens or Indians, the United States in Congress assembled shall have the sole and exclusive right to regulate the trade with the Indians and manage all their affairs in such a manner as they (the United States in Congress assembled) think proper.

These provisions have never been abrogated, and the power has always been preserved in Congress of managing all the affairs of the Cherokees in such manner as Congress should think proper.

During the Revolutionary war the Cherokees had adhered to Great Britain, and this first treaty with them provided for a general exchange of prisoners, and the thirteenth or concluding article was as follows:

The hatchet shall be forever buried, and the peace given by the United States and friendship reestablished between the said States on the one part and all the Cherokees on the other shall be universal.

This evidently explains the reasons which induced the United States to incorporate in this treaty the foregoing provisions.

It is true that for many years the United States pursued a policy of making treaties with the Indian nations and tribes, but that policy did not recognize the Indian tribe or nations as independent sovereignties. Their dependence upon and subjection to the authority of the United States have always been conceded. Congress may, in its discretion, legislate for them and concerning them in such manner as Congress may deem proper, subject only to the Constitution of the United States.

SUMMARY.

This court will now proceed to consider the cases now before it on appeal from the United States commission in reference to citizenship in the Cherokee Nation. A separate opinion will be submitted later on in the term in reference to citizenship in the Creek Nation.

In determining who are citizens of the Cherokee Nation, the following propositions will govern this court:

First. That those Indians who have separated themselves from the present Cherokee Nation, or from the Old Cherokee Nation east of the Mississippi River, and have taken up their residence in the States, and have moved their effects out of the limits of the nation, and the Eastern Band of Cherokee Indians, who remained in the States after the treaty of 1835, have forfeited all their rights and privileges as citizens of the nation, and that such persons can not regain their citizenship unless they comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as therein provided.

Second. That this court recognizes the legislation of the Cherokee Nation constituting the supreme court, and thereafter the chief justice of the supreme court, tribunals to pass upon certain classes of citizenship cases, and also the legislation of the Cherokee Nation creating commissions with prescribed powers to pass upon applications for citizenship in the Cherokee Nation, as passed in accordance with the general legislative power of the nation, and will respect such legislation to the extent that it may be in accordance with the Constitution and laws of the United States and the treaties made between the United States and the Cherokee Nation. In construing such legislation the court will apply to it the same general principles of statutory construction which should be applied to the statutes of any of the States of the Union or to the statutes of the United States.

Third. That blood alone is not the test of citizenship in the Cherokee Nation. That those Cherokees, and their descendants, who have separated themselves from the nation, and have removed their effects from it and taken up their residence in any of the States of the Union, have ceased to be citizens of the Cherokee Nation. And further, that bona fide residence in the nation is essential to citizenship.

Fourth. Full faith and credit will be given to the judgments of the tribunals and commissions in citizenship cases, unless it is made to appear that the tribunal or commission acted without jurisdiction, or that its judgment was procured by fraud, as more fully explained in this opinion. The acts of the Cherokee council in the determination of applications for citizenship in the nation will be regarded as judgments of a court, and will be subject to the same tests as to their validity.

OPINION OF WILLIAM M. SPRINGER, JUDGE.

In the northern district of the Indian Territory.

No. 231.

William J. Watts, appellant, *v.* The Cherokee Nation, appellees.

Appeal from the United States Commission to the Five Civilized Tribes.

SPRINGER, Judge.

Mr. N. A. Gibson, special master, to whom this case was referred, submits the following report:

REPORT OF SPECIAL MASTER.

I, N. A. Gibson, special master herein, respectfully show to the court that under the order of reference herein made by the court, I have examined the pleadings and proof in this cause, which are filed herewith and made a part hereof, and that I find as follows:

I.

That this cause was instituted on September 9, 1896, upon which day application was made to the Commission to the Five Civilized Tribes for enrollment as citizens of the Cherokee Nation. That this application was made to the commission by which the cause was tried and the application denied on November 23, 1896, no reason being given for the decision, and that the claimants appealed therefrom to this court on January 19, 1897.

II.

That this application was made by—

William J. Watts, a son of Malachi Watts, for himself and for his children, Jesse W., Charlie G., Noah V., and Fannie E. Watts, and his grandchildren, Owen J. Watts, the child of Jesse W. Watts, and Eva C. Watts, the wife of said Jesse W. Watts; by Martha L. Payne, a daughter of Malachi Watts, her husband, James L. Payne, and their children, Thomas, Mattie, Charlie, and Willie W. Payne, and Sue L., the wife, and Maudie and William J., the children of said William W. Payne; by James Payne, jr., a son of the said Martha Payne, his wife, Ollie, and their children, Alford L., Mary S., and Bulah Payne; by Alex. G. Payne, a son of Martha L. Payne, his wife, Emma, and their children, Cora and Allie Payne; by Elbert Caswell, a son of Eva Caswell, a deceased, and who was a daughter of Martha Payne; by Queen Walton, a daughter of Malachi Watts, her husband, George G., and their children, William, Robert, and Okla Walton; by Cora and Alma Gleson, children of Laura Gleson, deceased, a daughter of Margaret Norrid; by William H. Norrid, the son of Margaret and Walter Norrid, his wife, Ada, and their children, Ross M. Norrid; by Thomas W. Norrid, a son of Walter and Margaret Norrid, and his

wife, Earle Norrid; by Elizabeth A. Watts, the wife of Solomon Watts, deceased, who was a son of Malachi Watts, and her son, Alford J. Watts, and his children, William H., Thomas J. Watts, and Alice M. Hudleston and Nellie Hudleston, the daughter of the last claimant; by Mattie Johnson, a daughter of Alford J. Watts, her husband, W. L., and their child, William Johnson; by Samuel M. Watts, the son of Solomon Watts, and his children, Watey, Thomas, Annie, and Solomon J. Watts, and by Julia, Loy C., Charlie T., and Rachel Watts, the wife and children of Solomon J. Watts; by Tenney Blackard, a daughter of Solomon Watts, deceased, her husband, Thomas H., and their children, William and Nora; Charles and Vida Blackard; by John T. Blackard, the husband of Mahala Blackard, deceased, who was a daughter of Solomon Watts, his second wife, Permelia, and his children, John A., Sarah B., William A., and Cleo Blackard; by Ellie Price, a daughter of Mahala Blackard, and her son, Lee T. Price; by Henry M. Paterson, the husband of Nancy Paterson, deceased, who was a daughter of Solomon Watts, and his children, Mabel, Hurley, David, Roland, and Marion Paterson; by William Paterson, a son of Nancy Paterson, deceased, his wife, Susie, and their child, Austin Paterson; by Matishey Watts, the wife of William Watts, deceased, who was a son of Solomon Watts, and their children, James, Fannie, Lizzie, Will, Tenney, Mollie, and Wilburn Watts; by Susan M. Mabry, a daughter of Malachi Watts, and her son, William H. Mabry; by Hannah Woodard, the daughter of Susan Ann Mabry, her husband, Sell J., and their children, John, Ora, Susie, William, Ira, Wilburn, and Archie Woodard; by Lizzie Wats, a daughter of Hannah Woodard, and her husband, Julius Waltz; by Laura Shermer, the daughter of Susan M. Mabry, her husband, Joseph, and their children, Walter, Marion, Oltey, and Jody Shermer; by Fannie Shermer, daughter of Susan M. Mabry, her husband, Charlie, and their children, Harvey, Ivey, Eusetta E., and Charlie Shermer, jr.; by Jacob J. Mabry, the son of Susan Mabry, his wife, Fannie, and their children, May, Gordon, Gunter, and Lesia Mabry; by Marion H. Mabry, a son of Susan Mabry, his wife, Margaret, and their children, Lena, Ben, and Barney Mabry; by Louie Childres, the daughter of Susan Mabry, her husband, William P., and their children, Leona and Hubbard W. Childres; by J. H. Neal, the husband of Lizzie Neal, deceased, who was a daughter of Delia Bayette, and his children, Ida, Winshall, Ada, Ora, and Eva Neal; by John A. Bayette, the son of Delia Bayette, his wife, Mattie, and their daughters, Emma Bayette, Leslie Bayette, and Lessey Bayette; by Mary L. Day, the daughter of Jane Paterson, who was a daughter of Delia Bayette, her husband, John, and their children, Walter, Harvey, Lillie, Shelby, and Charlie Day; by Amanda Paterson, a daughter of Jane Paterson; by Thomas H. Hope, the husband of Tibitha Hope, deceased, who was a daughter of Delia Bayette, Josie Hope, his second wife, and his children, William, Robert, James, Adda, Jesse, and Ethel Hope; by Fannie Taylor, a daughter of Malachi Watts, her husband, Lam, and her son, William Taylor; by Marion J. Taylor, jr., a son of Fannie Taylor; his wife, Lenora, and their children, Cleo and Marion J. Taylor, jr.; by Mary S. Fields, a daughter of Fannie Taylor, her husband, Isom W., and their children, Dora E. and William J. Fields; by Marion J. Watts, a son of Malachi Watts, his wife, Thenia, and his son, Marion J. Watts, jr.; by Thomas F. Watts, a son of Marion Watts, and his wife, Maggie Watts; by Mildona Shackelford, a daughter of Marion J. Watts, her husband, Lafayette Shackelford; and her children by her first husband, Marinda, Delia, Effie, Beulah, Claud, and Cornelia Clayborn; by Nellie Nichols, a daughter of Louisa Taylor, deceased, who was a daughter of Malachi Watts, her husband, George M. Nichols, and their children, Emma, Lizzie, Mattie, and Bertha Nichols; by Minnie Jackson, the daughter of Louisa Taylor, her husband, Jesse, and his son, Nellie Jackson; by Mary L. Eddington, a daughter of Louisa Taylor, her husband, J. T., and their children, Elizabeth, Grover, Frank G., Carrie M., Marion W., Willie A., and Emma, L. Eddington; by Fannie Morgan, a daughter of Louisa Taylor, her husband, Jeff L., and their children, Nellie, Ellwood, Maud, Clarrie, L. M., and La Fayette Morgan; by Fannie E. Hendrix, a daughter of Fannie Morgan, her husband, Isaac, and their child, Callie Hendrix; by John Shannon, the husband of Allie Shannon, deceased, who was a granddaughter of Malachi Watts; by Dudley Taylor, a son of Louisa Taylor, his wife, Clarrie, and their children, Willie and William Taylor; by Lou Wallace, the daughter of Louisa Taylor, her husband, William Wallace, and her children by a former marriage, Lee, Mattie, Myrtle, and Clara J. Shannon; by Jennie M. Taylor, a daughter of Malachi Watts, her husband, Jonathan H., and George W. Taylor; by Fannie M. Ward, a daughter of Jennie Taylor, her husband, Augustus M., and their children, William T. and Mary V. Ward; by William B. Taylor, a son of Jennie M. Taylor, his wife, Cora, and their children, Robbie T. and Elmer Taylor; by William D. Blackard, the husband of Matilda Blackard, deceased, who was a daughter of Malachi Watts, and their children, Caswell, Tollie, Mattie, and Annie P. Blackard; by John Hope, a son of Tibitha Hope, who was a daughter of Delia Bayette, his wife, Mary, and their children, Newton and Mary Hope; by Pinkney A., Ola Mary, Thomas, Pinkney M., Arta, Rachel M., John M., P. A., V. K. E. S., Earl G., Jerman Cherry, Susie J., Effie, and Clinton Duncan, Mary M., Odus, Ellen M., Edwin, Marion G., and Vernon W. Cherry; Endoval S., Jasper V., and Ora G. Robinson, all children and grandchildren of Marion J. Watts, a son of Malachi Watts; by Hattie M. Miller and her five children; by Nancy J. Allen, her husband, Jesse Allen, and their children, Sarah, Thomas R., Claud C., Randolph, John W., Pinkney J., Daniel H., and Nannie Allen; by Martha E. Cousins, her husband, J. W., and their children, Effie and Celia Cousins; by R. B. Jenkins, his wife, Bessie, and their children, Mollie, Eva, Mary, Ada, Ruth, Lola, and Richard B. Jenkins—these last-named claimants being all descendants of Molinda Wats, a sister of Malachi Watts; by John Nail, his wife, Lizzie, and their child, Homer Nail, and by William Nail, they being descendants of Molinda Wats; by Alice Robison, her husband, J. P., and their children, Sam, Dona, and Josie Robison, she being a daughter of William M. Watts; by the said William M. Watts, his wife, Lusinda, and their children, Alice Robison, William J. Watts, Oscar Watts, John Watts, Oliver Watts, and Sarah McGuire; by Eli McGuire, the husband of Sarah McGuire, and their children, Myrtle, Olie, and Robert McGuire; by Robert Wats, the husband of Clinton Wats, who was a brother of Malachi Wats, his wife, Bell, and their children, Clie, and Cora, and Pearly Wats—these claimants, from Alice Robison down to and including Pearly Wats, all residing in the State of Texas. That the children of Hattie M. Miller, above referred to, who was a granddaughter of Malachi Wats, are James L., Jesse M., Thomas K., William F., Fannie B., Charlie B., and Oscar F. Miller; by Thomas F. Evans, a son of Malachi Evans and grandson of Nancy Evans, who was a full sister of Malachi Wats, and whose husband, Thomas Evans, was the son of Jacky Evans, a Cherokee Indian who lived in the State of Tennessee, and whom the claimants state was enrolled on the Cherokee roll of 1835; by Mary J. Evans, his wife, and their children, Susan E. Brooks, Lee Ellen Tyler; by Jodie D. Evans and John F. Evans, this last family residing in the State of Tennessee; by Endora Heard, a daughter of Jefferson J. Wats, who was a brother of Malachi Wats, and her children, Lizzie P. Griffing and Ayleen Wats Pope, they residing at Wagoner, Ind. T.; by Lela J. Maddux, a sister of the last-named claimant, and her children, Clement T., N. Wats, Erne E., and Ince L. Maddux, residing at Wagoner, Ind. T.; and by Lou O. Maddux, a sister of the last-named claimant, and her children, Neville N., Emery W., Ola D., Thomas W., Albert L., and Maud E. Maddux, residing in the State of Mississippi; by Bell T. Seaton, for herself and for her husband,

John H. Seaton, and her children, Charles H. Seaton, Lula B. Seaton, Oscar B. Seaton, and Grover U. Seaton, and her full brother, David Evans, all residing at Chouteau, Ind. T.; Bell Seaton and David Seaton being the children of Malachi Evans, who was the son of Nancy Watts, who was a full sister to Malachi Watts.

That all of said claimants, with the exceptions above noted, reside in the Cherokee Nation, Ind. T.

That they base their claim to citizenship upon the fact that Malachi Watts and his brothers, from whom they are descended, were Cherokee Indians by blood, with the added ground in the case of those of the claimants who are lineal descendants of Malachi Watts and *that* Malachi Watts and his family were duly admitted to citizenship in the Cherokee Nation in the year 1871, by a legally authorized tribunal of that nation, appointed to pass upon the applications of persons seeking enrollment as members of the tribe.

III.

The claimants introduce in support of their application the affidavits of W. J. Watts, the principal claimants, as to the correct statement of the names and relationship of the applicants, copies of affidavits as to the Cherokee blood of the claimants from Eliza Ross, William Wilson, Laran O. Gibbs, Isaac Couch, David Elliott, W. S. Ward, Jess L. Hibbs, Samuel H. Payne, Lott Langley, Susan M. Watts, Samuel Adair, Jane E. Burton, C. W. Burton, Blaney Harper, Alfred Bethel, Thomas Ragsdale, Stephen A. Donald, W. W. Bunch, John F. Wheeler, Edward Farmer, Joshua Patrick, John Rattinour, L. C. Hollifield, James Watts; a certificate from Judge John S. Vann, a member of the supreme court of the Cherokee Nation; a letter of Edward F. Smith, Indian Commissioner, to G. W. Ingalls, United States Indian agent at Muskogee, dated January 30, 1875; a letter to the same party, dated July 5, 1875, from Will P. Ross, chief of the Cherokee Nation; an affidavit from William Wilson; a letter to Solomon Watts from S. W. Marston, United States Indian agent at Muskogee, dated September 26, 1877; a letter from the same person to Thomas H. Blackard, dated April 3, 1876; a permit given W. J. Watts and Thomas Blackard, Cherokees, to employ W. D. Long, Norman Smoot, and L. E. Grant, United States citizens, for twelve months from May 1, 1878, signed by S. W. Marston, United States Indian agent; a letter to J. E. Craven, dated October 20, 1879, signed by H. J. Brooks, Acting Commissioner of Indian Affairs; a letter from John Q. Tufts, United States Indian agent at Muskogee, dated January 22, 1888; one from the same person to Charles Fry, dated on the same day, ordering that the property of William Watts be not interfered with; a letter to W. J. Watts, dated January 28, 1880, from C. A. Hays, Commissioner; a letter to W. J. Watts from E. J. Brooks, Acting Commissioner, dated August 6, 1880; one to W. J. and Marion Watts from John Q. Tufts, dated May 4, 1882; one to Martha Jane Gillis, dated June 21, 1886, from Robert L. Owen, United States Indian agent; one to W. J. Watts, dated January 22, 1888, from A. B. Upshaw, Acting Commissioner; a letter to Thomas Marcum from Robert L. Owen, dated July 9, 1888; a letter to J. A. Scales, chief justice of the Cherokee supreme court, dated February 9, 1889, from J. B. Mayes, principal chief of the Cherokee Nation, and asking for his opinion as to the act in regard to North Carolina Cherokees, approved December 18, 1871, and the joint resolution of the Cherokee council referred to in that act, and for such information as he might have in regard to the Watts and other citizenship cases; a copy of the reply to this letter, dated February 19, 1889, stating that the resolution referred to was approved December 10, 1869, and that the act following said resolution was approved November 20, 1870, under which act any North Carolina Cherokees who might remove to the Cherokee Nation should enroll themselves before the chief justice of the supreme court within two months after their arrival in the nation and satisfy him that they were Cherokees, and that the said chief justice was required to report the number, names, ages, and sex of the persons admitted to citizenship and of those denied to the national council in each year; that this act was amended on December 17, 1871, so as to require the chief justice to receive and hear the petitions of all persons claiming the right of Cherokee citizenship, to take evidence in the cases and transmit them, with such remarks as he deemed proper, to the council for final action; that the Watts case was taken up by Judge John S. Vann in 1872 and reported to the council with a recommendation marked "D," and including this statement: "The error that has been fallen into in the Watts case is, that case came under the act of November 20, 1870, instead of the act of December 7, 1871, as these records conclusively show." A copy of an opinion by A. H. Garland, Attorney-General of the United States, dated January 23, 1889, in regard to admission to citizenship in the Cherokee Nation under the act of

1870, and deciding that the chief justice of the Cherokee Nation, under that act, was authorized to admit applicants to citizenship, and that when once passed upon by him it became an adjudicated matter; that the Department of the Interior was under no obligation to respect a decision of the Cherokee authorities to inquire afterwards into the justice of the claim of parties who had been so admitted; a letter to G. W. Parker from R. V. Belt, Acting Commissioner, dated November 6, 1889, in regard to this case and its relation to the law of 1870, and directing him to investigate this matter; a copy of a decision by the Adair commission on citizenship in the Cherokee Nation, dated April 20, 1888, reviewing the history of the Watts case and declaring the claimants herein intruders; the affidavit of T. B. Downing, showing that he had examined the records of the Cherokee senate, of which he was assistant clerk; that on the journal of November 16, 1871, he found this entry: "Evidence in the case of Malachi Watts, accompanied with the report of the chief justice in the matter, submitted to the national council. On motion of W. P. Adair. Referred to the committee on foreign relations," and also that on the record of November 24, 1871, the following appears: "The report of Chief Justice Vann relating to citizenship granted to North Carolina Cherokees ordered filed. The cases of William Going, J. Going, and Malachi Watts returned by the chairman of foreign relations, evidence being unfinished;" an abstract of the testimony before George W. Parker, special Indian agent, in an investigation of this case held at Tahlequah in 1890; a lengthy report from George W. Parker to the Commissioner of Indian Affairs in regard to the Watts case, dated March 11, 1890, giving the full history of the case, with an addition dated March 15, 1890; a copy of a letter to W. J. Watts from C. A. Hays, Commissioner, dated January 28, 1880; a letter to R. L. Owen, United States Indian agent, from John H. Oberly, Commissioner, dated February 4, 1889; the report of C. C. Duncan, United States Indian inspector, to the Secretary of the Interior in regard to the Watts case, dated August 8, 1893, and also in the separate applications of various claimants; affidavits from M. J. Watts, Elizabeth Watts, Susan M. Mabry, Lela J. Maddux, Endora Heard, W. J. Watts, Thomas F. Evans, Martha C. Payne, Robert B. Jenkins, Permelia Blalock, S. M. Watts, identifying the various claimants and showing their descent from Malachi Watts and his brother, as stated above.

IV.

The Cherokee Nation introduces in defense in support of its answer copies of various letters, affidavits, and reports, most of which have been filed herein by the claimants as above noted, introduced before various tribunals which have acted upon this case at different times since the year 1871, and which have been specifically noted above; a copy of the decision of the chambers court at Tahlequah, dated August 23, 1878, denying these claimants' application to be admitted to citizenship in the Cherokee Nation, together with the evidence which was introduced before that court, and also copies of receipts from Mathisha Watts, W. D. Blackard, Thomas Y. Hope, John Day, Henry H. Patterson, T. H. Blackard, Thomas F. Watts, John A. Bayette, Alfred J. Watts, Marian J. Watts, Charles Shermer, George M. Nichols, William J. Watts, James Sherman, Jacob H. Neal, dated at various times from the 4th day of October, 1895, and acknowledging receipt from E. E. Starr, treasurer of the Cherokee Nation, of different sums of money "in full payment for improvements in my possession as above numbered, as provided for by the act of Congress approved March 3, 1893, for the appraisalment of places or improvements occupied by persons declared to be intruders in the Cherokee Nation as per act of the national council approved September 20, 1895," and a copy of a letter from E. S. Parker, Commissioner of Indian Affairs, to Lewis Downing, chief of the Cherokee Nation, dated November 13, 1869, asking what might be the wishes of the Cherokee Nation in regard to the reception of Cherokees residing in North Carolina and adjoining States into said nation as citizens.

V.

That these claimants base their contention of a right to be enrolled as citizens of the Cherokee Nation upon the statement that they are descended from Malachi Watts and his brothers, who were the sons of Garrett Watts, who was the son of John Watts, who lived among the Cherokee Indians in Tennessee and Georgia, and who were Cherokee Indians by blood, and also upon the statement that Malachi Watts and his family and descendants were admitted to citizenship in the Cherokee Nation in November, 1871, by Judge John S. Vann, the chief justice of the supreme court of the Cherokee Nation.

VI.

The claimants contend that under the showing made by them that they are the descendants of John Watts, Garrett Watts, and Malachi Watts, who were Cherokee Indians by blood, and for the further reason that they have shown that Malachi Watts and his descendants were admitted to citizenship in the Cherokee Nation by Judge John S. Vann in the year 1871, which rights were afterwards wrongfully taken away from them, they are now entitled to be enrolled as citizens of the Cherokee Nation under the law applicable to this case, while the Cherokee Nation contends that the claimants not having shown that the ancestors through whom they claim are now or have been citizens of the Cherokee Nation since the removal of said nation west to the Indian Territory, or that their names appear on any of the authenticated rolls of said nation, or that they or their ancestors now reside or ever have resided in the Cherokee Nation, Indian Territory, as citizens thereof; and for the further reason that they have been heretofore denied admission to the Cherokee Nation by a legal tribunal, and for the further reason that the most of said claimants have been adjudged intruders and paid for their improvements, they are not entitled to be enrolled as citizens of the Cherokee Nation.

The premises considered, I find that the claimants are all the descendants of John Watts and Garrett Watts, who lived among the Cherokee Indians in the States of Georgia and Tennessee, and who were Cherokee Indians by blood; that these claimants are all Cherokee Indians by blood, with the exception of the intermarried claimants, whose names appear in Section II of this report; that all of said claimants, down to and including Ora G. Robison, in the list of said claimants, are the descendants of Malachi Watts, and reside in the Cherokee Nation, Indian Territory; that the remaining claimants are the descendants of the brothers and sisters of Malachi Watts, residing in various places, as shown by said list; that the said Malachi Watts, with his family, came from the State of Tennessee to Clarksville, Ark., at an early day; that in the year 1871 W. J. Watts, the principal claimant herein, came to the present Cherokee Nation, and in the month of November, 1871, made application to Judge John S. Vann, chief justice of the supreme court of the Cherokee Nation, asking that Malachi Watts and his descendants be readmitted to citizenship in the Cherokee Nation; that Malachi Watts was at that time in Clarksville, Ark., and that the claimants were represented here by W. J. Watts; that on November 12, 1871, Judge Vann, after hearing the evidence in the said application, passed favorably upon the same, and ruled that the claimants should be admitted to citizenship in the Cherokee Nation; that he reported his action to the Cherokee senate, and the report was referred to the committee on foreign relations, and afterwards brought back by that committee, after which no further action seems to have been taken thereupon; that the claimants began to exercise the right of citizenship in the Cherokee Nation, but their rights were denied in a short time, and that on August 23, 1878, the chambers court ruled that the claimants were not entitled to citizenship in the Cherokee Nation, and they were declared intruders; that a large number of the claimants whose names are given above received pay for their improvements in the Cherokee Nation in October, 1895, as intruders; that in November, 1869, the Commissioner of Indian Affairs wrote to the then chief of the Cherokee Nation inquiring about the terms upon which Cherokee Indians from North Carolina and adjoining States would be received into the Cherokee Nation as citizens, following which letter the Cherokee council in December, 1869, after this letter was transmitted by the chief, resolved that the Cherokee Nation was willing to receive the North Carolina Cherokees into the Cherokee Nation provided that they remove without any expenses to said nation, and provided that no rights should be admitted until the said North Carolina Cherokees should remove west and become identified with the Cherokee Nation; following which resolution, on November 18, 1870, the national council passed an act by which all North Carolina Cherokees who might remove into the Cherokee Nation and permanently locate therein as citizens thereof should be deemed Cherokee citizens, provided said Cherokees should enroll themselves before the chief justice of the supreme court within two months after their arrival in said nation and satisfy him that they were Cherokees, he being required to report his action to the national council. This act was in effect in November, 1871, at the time when W. J. Watts applied to Judge Vann, the chief justice, for recognition for himself and his father and his father's descendants as citizens of the Cherokee Nation, and the proof shows that Judge Vann, after hearing this cause, did admit the claimants to citizenship. The said act was amended on December 7, 1871, so as to require the chief justice to hear the petitions of all persons claiming Cherokee citizenship, to take

testimony, and report to the national council for final action, and that he should hold court at Tahlequah and Fort Gibson for that purpose.

I find that the proof shows conclusively that the claimants, or so many of them as are the descendants of Malachi Watts, were admitted to citizenship by Judge Vann on November 12, 1871, and that report of his action was made by him to the Cherokee council on November 16, 1871, which was prior to the passage of the amendment to the act of 1870, which was approved December 7, 1871. As to whether the chief justice transcended his power in admitting the claimants to citizenship I shall express no opinion, deeming this a conclusion of law upon which the court must pass. The proof does not show that the claimants were North Carolina Cherokees, or that they were ever enrolled as citizens of the Cherokee Nation, and hence I leave it for the court to decide as to whether the term "North Carolina Cherokees" would include Cherokee Indians from States other than North Carolina, or whether the term must be construed as applying strictly to Cherokees in that State.

I further find that at the time the application was made to Judge Vann for admission to citizenship in the Cherokee Nation for Malachi Watts and his family W. J. Watts and his brother-in-law, Jacob Mabray, were the only representatives of the family who were in the Cherokee Nation; that they had come into said nation in October, 1871, and made application in November, 1871; that the other members of the family came to the Cherokee Nation at various times during the few years following the said admission, and that the children of the family were admitted to the Cherokee schools for several years; that in 1874, when search was made in the executive office in Tahlequah for the records of this hearing before Judge Vann, all records of the same had disappeared, and that the proof shows that the office in which they had been stored had been used by witnesses, and prisoners under guard, and that the light boxes in which a number of the papers in said office had been kept had been broken and the papers badly scattered.

I further find that the certificate given by Judge Vann in the year 1874, to the effect that the claimants had made application to him at Fort Gibson in April, 1872, and that he had passed upon the case and forwarded it to the Cherokee senate with his recommendation, marked and classified B, is not sustained by the other proof, the records of the senate clearly showing that the said case was reported to the senate by Judge Vann on November 16, 1871, which was prior to the passage of the amended act of 1871; that the certificate was made three years after the case had been passed upon, and that there is proof to show that at the time it was made the date as written by Judge Vann was April, 1871, which is also erroneous, as the proof shows clearly that the application was not made until November, 1871, and also shows that the claimants never applied at Fort Gibson, but that the matter was heard at Tahlequah, where such cases were heard under the act of 1870.

By the COURT:

To the above report of the special master the Cherokee Nation files the following exceptions:

Comes now the appellee by its counsel, William T. Hutchings, esq., and makes and files the following exceptions to the report of the special master in the above-entitled case: So much of said report as is in the following language: "I find that the claimants are all the descendants of John Watts and Garrett Watts, who lived among the Cherokee Indians in the States of Georgia and Tennessee, and who were Cherokee Indians by blood; that these claimants are all Cherokee Indians by blood, with the exception of the intermarried claimants, whose names appear in Section II of this report," is excepted to because the testimony does not bear out said findings, the same failing to show that the ancestors of the appellants ever were recognized as citizens of the Cherokee Nation, or ever were recognized as Indians by the tribes, or ever lived as Indians among the Cherokees, the evidence being solely derived from the statement of the parties themselves, and from witnesses who testified solely as to their personal appearance, their resemblance to Indians, and their being considered Indians by the white people among whom they resided.

Second. Appellee again excepts to so much of said report as follows: "That on November 12, 1871, Judge Vann, after hearing the evidence in said application, passed favorably upon the same and ruled that the claimants should be admitted to citizenship in the Cherokee Nation, and the report was referred to the committee on foreign relations, and afterwards brought back by that committee, after which no further action seems to have been taken thereupon."

The evidence shows conclusively that the Watts application was made subsequent to November 12, 1871, and that the favorable judgment of Judge Vann was awarded long subsequent to that time, made under the amended act of December, 1871; that Watts never claimed he had been admitted until recent years, and always relied upon Vann's simple recommendation to council. Attention is specially called to the evidence sustaining our views set forth in a brief of facts hereto attached. For like reasons appellee excepts to the following language in said report: "I find that the proof shows conclusively that the claimants, or so many of them as are the descendants of Malachi Watts, were admitted to citizenship by Judge Vann on November 12, 1871, and that report of his action was made by him to the Cherokee council on November 16, 1871, which was prior to the passage of the amendment to the act of 1870, which was approved December 7, 1871."

By the COURT:

From this report it appears that this case was submitted to the United States Commission to the Five Civilized Tribes September 9, 1896, and that the application of the claimants to be enrolled as citizens of the Cherokee Nation was denied by that commission, and that an appeal was taken, as provided by law, to this court.

The application is made by the principal claimant, William J. Watts, a son of Malachi Watts, for himself and children and 64 other families, the whole number of persons embraced in the application being in the neighborhood of 300. A portion of the claimants reside in the Cherokee Nation and in the States of Tennessee and Mississippi, but a large majority of them reside in the Cherokee Nation, Indian Territory.

These claimants base their right to be enrolled as citizens of the Cherokee Nation upon the ground that they are descendants of Malachi Watts and his brothers, who were the sons of Garrett Watts, who was the son of John Watts, who lived among the Cherokee Indians in Tennessee and Georgia, and who were Cherokee Indians by blood, and also upon the statement that Malachi Watts and his family and descendants were admitted to citizenship in the Cherokee Nation in November, 1871, by Judge John S. Vann, chief justice of the supreme court of the Cherokee Nation. The master finds that the claimants are all descendants of Garrett and John Watts, who lived among the Cherokee Indians in the States of Tennessee and Georgia, and who were Cherokee Indians by blood, and that these claimants are all Cherokee Indians by blood, with the exception of the intermarried claimants, whose names are set forth in Section II of the report. The master states that Malachi Watts, with his family, came from the State of Tennessee to Clarksville, Ark., "at an early day;" but how early the parties came to Arkansas the master does not find. It appears, however, that in the year 1871 William J. Watts, the principal claimant herein, came to the present Cherokee Nation, and in November, 1871, made application to Judge Vann, chief justice of the supreme court, asking that Malachi Watts and his descendants be readmitted to citizenship in the Cherokee Nation; "that Malachi Watts at that time was in Clarksville, Ark., and that the claimants were represented here by W. J. Watts." It is also stated by the master that on November 12, 1871, Judge Vann, after hearing the evidence in the application, passed favorably upon the same and ruled that the claimants should be admitted to citizenship in the Cherokee Nation; that he reported his action to the Cherokee senate, and that the report was referred to the committee on foreign relations and afterwards brought back by that committee, after which no further action seems to have been taken thereon; that the claimants began to exercise the right of citizenship in the Cherokee Nation, but their rights were denied in a short time, and that on August 23, 1878, the chambers court on citizenship in the Cherokee Nation ruled that the claimants were not entitled to citizenship in the Cherokee Nation, and they were declared intruders; that a large number of the claimants, whose names are given in the master's report, received pay for their improvements in the Cherokee Nation in October, 1895, as intruders.

The counsel for the Cherokee Nation file exceptions to that part of the master's report in which he finds that the claimants are the descendants of John and Garrett Watts, who lived among the Cherokee Indians in the States of Tennessee and Georgia, and that they are Cherokee Indians by blood. Counsel also except to the finding of the master that Judge Vann passed favorably upon the application of the claimants and admitted them to citizenship, and also to that part of the master's report in which he states that the proof shows conclusively that the claimants, or so many of them as are the descendants of Malachi Watts, were admitted to citizenship by Judge Vann on November 12, 1871. Counsel for the Cherokee Nation file in support of their exceptions a brief in which they point out in detail the grounds of their exceptions. The brief of counsel and the report of the special master should be taken into consideration in determining the question as to whether the claimants are Cherokee Indians by blood, and also in determining whether Malachi Watts and his family were admitted to citizenship by Judge Vann upon the 12th day of November, 1871. This court will not pass upon the contention between the special master and the counsel for the Cherokee Nation upon these two points. The case will be disposed of outside of these contentions and upon the facts which are conceded.

It appears that the first of the parties who came to the Indian Territory was the principal claimant, William J. Watts, and that he came to the Cherokee Nation, Indian Territory, in the month of November, 1871, and made application to Judge Vann, asking that Malachi Watts and his descendants be readmitted to citizenship in the Cherokee Nation; that Malachi Watts was at that time in Clarksville,

Ark., and had not yet moved to the Indian Territory. It appears that Malachi Watts was a son of Garrett Watts, who was a son of John Watts, who lived among the Cherokee Indians in Tennessee and Georgia, and that Malachi Watts, with his family, came from the State of Tennessee to Clarksville, Ark., "at an early day." From that "early day," which is not given in the report, up to 1871, when W. J. Watts appeared in the Indian Territory, Malachi Watts resided in the State of Arkansas. Previous to that time he had resided in the State of Tennessee. It does not appear where he was born, but it is certain that prior to 1871 he had never resided in the Cherokee Nation as now constituted, or in the old Cherokee Nation. He could not, therefore, be regarded, prior to that time, as either a member of the Eastern Band of Cherokees, who were known as North Carolina Cherokees, or a member of the Cherokee Nation as now constituted. His status was therefore fixed by the following provision of the constitution of the Cherokee Nation, being a part of section 2 of article 1:

1. Whenever any citizen shall remove, with his effects, out of the limits of this nation and become a citizen of any other government, all of his rights and privileges as a citizen of this nation shall cease: *Provided, nevertheless*, That the national council shall have power to readmit by law to all the rights of citizenship any such person or persons who may at any time desire to return to the nation, on memorializing the national council for such readmission.

Substantially the same provision is found in the constitution of the old Cherokee Nation.

He did not come to the Cherokee Nation prior to November 20, 1868, during the time that there was a statutory invitation to all Cherokees and others having Cherokee privileges, who might have been residing out of the limits of the nation previously to the adoption of the constitution, to return to the nation and be admitted to the rights of citizenship without the action of the council. After November 20, 1868, he could not become a citizen of the Cherokee Nation unless, as held by the Supreme Court of the United States in the case of the Eastern Band of Cherokees against the Cherokee Nation and the United States, he complied with the constitution and laws of the Cherokee Nation and was readmitted to citizenship as therein provided. He had separated himself from the old Cherokee Nation and had become an alien to it, and had never been admitted to citizenship in the new nation.

The principal claimant in this case was born in the State of Arkansas or Tennessee, and he and all other descendants of Malachi Watts were subject to the same disabilities and provisions of law that were applicable to their ancestors. The claimants in this case, who are the descendants of Malachi Watts, base their right to be admitted to citizenship in the Cherokee Nation upon the ground, as they contend, that they were admitted to citizenship by Chief Justice Vann on November 12, 1871. The master finds this, as a matter of fact, to be true, although there is a very grave doubt in the mind of the court upon this point; but assuming, for the sake of this argument, that they were so admitted, it becomes necessary to inquire whether Judge Vann had jurisdiction to hear and determine that application.

The report of the master states that in November, 1869, the Commissioner of Indian Affairs wrote to the chief of the Cherokee Nation inquiring about the terms upon which Cherokee Indians from North Carolina and adjoining States would be received into the Cherokee Nation as citizens. After having received this letter from the Commissioner of Indian Affairs, the Cherokee council passed, December 10, 1869, the following joint resolution:

JOINT RESOLUTION of the national council in regard to North Carolina Cherokees.

Whereas sundry petitions have been transmitted to the national council by the North Carolina Cherokees, from which it appears that the said Cherokees (or a portion of them) are desirous of removing and becoming members of the Cherokee Nation; and

Whereas the principal chief has transmitted a communication to the national council, inclosing one from the Commissioner of Indian Affairs, from which it appears that the honorable Commissioner desires to know of the wishes of the Cherokee Nation in reference to the removal of the said North Carolina Indians: Therefore,

Be it resolved by the national council, That the principal chief be, and he is hereby, authorized to inform the honorable Commissioner of Indian Affairs of the willingness of the Cherokee Nation to receive the said North Carolina Cherokees into the Cherokee Nation: *Provided*, That they remove without any expense to the treasury of the Cherokee Nation: *And provided further*, That these resolutions shall not be so construed as to admit them to any Cherokee rights or benefits until they shall have removed West and been identified as citizens of the Cherokee Nation.

Be it further resolved, That the principal chief be, and he is hereby, authorized to notify the said North Carolina Cherokees of the willingness of the Cherokee Nation to receive them as citizens of the Cherokee Nation upon the terms hereinbefore expressed.

Tahlequah, C. N., December 10, 1869.

The Cherokee council, November 18, 1870, passed the following act:

Whereas the national council, under a joint resolution approved December 10, 1869, entitled "A joint resolution of the national council in regard to the North Carolina Cherokees," has

invited the said North Carolina Cherokees to emigrate West and become identified with the Cherokee Nation as citizens thereof: Therefore,

Be it enacted by the national council. That all such Cherokees as may hereafter remove into the Cherokee Nation and permanently locate therein as citizens thereof shall be deemed as Cherokee citizens: *Provided*, Said Cherokees shall enroll themselves before the chief justice of the supreme court within two months after their arrival in the Cherokee Nation, and make satisfactory showing to him of their being Cherokees. And the said chief justice is hereby required to report the number, names, ages, and sex of all persons admitted by him to be entitled to Cherokee citizenship; and also the number, names, ages, and sex of the persons denied the right of citizenship, to the annual session of the national council in each year.

Tahlequah, C. N., November 18, 1870, approved.

This act was in force from November 18, 1870, until December 7, 1871, when it was repealed or amended. The amendatory act, approved December 7, 1871, provided that the act of November 17, 1870, quoted above, should be so amended as to require the chief justice of the nation to receive and hear the petitions of all persons claiming the rights of Cherokee citizenship, and to take evidence with regard to the same, and to transmit the petitions of such petitioners, with all of the evidence relating thereto, to the national council for final action. The powers of the chief justice thereafter extended no further than to receive the petitions and transmit the testimony to the council.

The conceded facts in this case show that at the time the principal claimant, William J. Watts, made application to Chief Justice Vann, Malachi Watts and the other members of the family had not come to the Cherokee Nation, with one exception, a brother-in-law, whose name is stated in the report of the master as Jacob Mabray. It will be seen that the act conferring jurisdiction upon the chief justice was in reference to all such Cherokees (meaning North Carolina Cherokees) as may hereafter remove into the Cherokee Nation and personally locate therein as citizens. Chief Justice Vann had no authority conferred upon him by law to enroll any person as a citizen of the Cherokee Nation who had not already moved into and permanently located in the Cherokee Nation, nor did he have any authority under the laws of the Cherokee Nation to enroll any person as a citizen of the nation who was not a North Carolina Cherokee. The act and the joint resolution inviting such persons to come to the Territory related solely and exclusively to North Carolina Cherokees. It appears from the letter of the Commissioner of Indian Affairs, which first called forth this resolution and which is referred to in the master's report, that he inquired about the terms upon which the Cherokee Indians from North Carolina and adjoining States would be received into the Cherokee Nation as citizens. That after the receipt of this communication a joint resolution was passed by the council which authorized the principal chief to inform the Commissioner of Indian Affairs of the willingness of the Cherokee Nation to receive said North Carolina Cherokees into the Cherokee Nation, provided they remove without any expense to the treasury of the Cherokee Nation, and provided further, that this invitation was not to be so construed as to admit them to any Cherokee rights or benefits until they shall have removed West and been identified as citizens of the Cherokee Nation. And the principal chief was authorized to notify them that they would be received upon the terms therein expressed. It will be seen that this invitation was confined to North Carolina Cherokees and did not even embrace, as suggested by the Commissioner of Indian Affairs, the Cherokees in the adjoining States to North Carolina. The act of the Cherokee council passed November 18, 1870, which conferred jurisdiction upon the chief justice to enroll North Carolina Cherokees, was confined by its terms to North Carolina Cherokees, and the chief justice had no authority to enroll those Cherokees who had separated themselves from the Eastern Band and had taken up their residence in the States, as had Malachi Watts and his descendants. If, therefore, as is contended by the claimants in this case, Chief Justice Vann did on the 12th day of November, 1871, enroll Malachi Watts and his descendants as citizens of the Cherokee Nation, such enrollment was made without any authority from the Cherokee Nation. He was not clothed with any authority to make it, and his acts in that respect are null and void. If it were true that Malachi Watts and his descendants were North Carolina Cherokees, it is admitted that they were not residents of the Cherokee Nation at the time of their alleged admission by Chief Justice Vann, except the principal claimant, William J. Watts, and Jacob Mabray, his brother-in-law. These two persons, therefore, in any view of the case, were the only ones upon whose application the chief justice could have acted.

It appears from the report of the special master in this case that on August 23, 1878, the chambers court on Cherokee citizenship ruled that the claimants in this case were not entitled to citizenship in the nation, and they were declared intruders. It is stated in the brief of the counsel for the Cherokee Nation that the principal claimant in this case, William J. Watts, himself filed the application before the chambers citizenship commission, which rejected the application of claimants to be enrolled as citizens of the Cherokee Nation.

Counsel for claimants in this case have submitted a brief, in which they insist that the claimants were admitted to citizenship by Chief Justice Vann and that the case is *res adjudicata*. To sustain this position they cite Greenleaf on Evidence, section 522. This authority is to the effect that the interest of the community requires that a limit should be prescribed to litigation; that the same cause of action should not be brought twice to a final determination; that justice requires that every cause be once fairly and impartially tried, but the public tranquillity demands that, having been once so tried, all litigation of that question and between those parties should be closed forever. This authority is supported by Judge Cooley in his work on Constitutional Limitation, page 48. It is also substantially the position assumed by this court in its general opinion on the law applicable to Cherokee citizenship cases. It must be conceded, however, that a court can not act beyond and without the scope of its jurisdiction, and that when it does so act its judgments are null and void. This court is of the opinion that the adjudication of this case as to Malachi Watts and his descendants by Chief Justice Vann was, if any such judgment was made, without jurisdiction, and the alleged judgment is null and void. The court is further of the opinion that the case of these claimants was adjudicated by the chambers court on Cherokee citizenship, and that the judgment of that commission rejecting the application of the claimants in this case is valid and binding upon this court. If it should be contended that said last-named Cherokee commission had no jurisdiction to pass upon the application which was before it and that its judgment was void, the claimants would still be left in a position which would require affirmative action on the part of the Cherokee council to admit them to citizenship in the Cherokee Nation. Their admission would then rest upon the discretion of the Cherokee council, a discretion which has not been committed to this court.

Entertaining these views, it is unnecessary for this court to undertake an investigation as to whether the claimants have established conclusively the fact that they are Cherokee Indians by blood, or whether they were enrolled as citizens by Chief Justice Vann, as alleged in their petition. In view of the conceded facts in the case, and of the law applicable thereto, this court is of the opinion that the judgment of the United States commission rejecting this case should be affirmed, and that the application of the claimants to be enrolled as citizens of the Cherokee Nation should be denied, and it is so ordered.

W. J. Watts et al. v. Cherokee Nation.

Motion for rehearing.

The following motion for rehearing was filed in the United States court for the northern district of the Indian Territory, at Muskogee, January 24, 1898:

Comes the said plaintiffs, W. J. Watts et al., and move the court to set aside the judgment or decree rendered herein on the — day of December, 1897, and grant them a rehearing herein, for the following reasons, to wit:

First. Because the judgment is contrary to the law.

Second. Because the said judgment is contrary to the weight of the evidence and the proofs in the same.

Third. Because said judgment is *res adjudicata* and contrary to the judgment and finding of the Hon. John S. Vann as chief justice of the supreme court of the Cherokee Nation, to whom was delegated the authority of the Cherokee Nation to admit North Carolina Cherokees to citizenship in the Cherokee Nation under certain conditions, and that the said Vann did, in pursuance of and by virtue of the authority so vested in him by the said nation, on the — day of the —, 187—, by his judgment and findings declared the said claimants to be North Carolina Cherokees and subject to such admission as Cherokee citizens, and so admitted them, and that under the law of the Cherokee Nation giving authority and power to said Vann as such chief justice, the kind of Cherokees subject to such admission, namely, North Carolina Cherokees, was a question of fact to be found by said Vann as said chief justice, and he did so find, and such finding was the only material fact to be found by said Vann within the scope of his authority as a condition precedent to the right of admission of claimants as such Cherokee citizens, and Vann having by his judgment so found the facts to be, the judgment of this court aforesaid is *res adjudicata*, and the finding by this court, the fact that said Vann as chief justice did so find, is conclusive of the claimants' right to admission to Cherokee citizenship.

Fourth. Because the court had no jurisdiction of the subject-matter of the controversy herein.

Fifth. Because the law creating the so-called Dawes Commission and giving the right of appeal to this court for final determination is unconstitutional and void.

Sixth. The court committed an error of law prejudicial to the rights of the applicants herein in this, *viz*, the adoption of a set of rules governing and controlling the manner in which cases should be brought into this court after the division had been made therein by the Commission to the Five Civilized Tribes, which rule deprived parties of the right of an appeal as provided for by the act of Congress entitled "An act making appropriations for current and contingent expenses of the Indian Department and fulfilling treaty stipulations with the various Indian tribes for the fiscal year ending June 30, 1897, and for other purposes," approved June 10, 1897, and compelled them to bring the case into this court on a petition in the nature of a writ of error, thereby depriving these applicants of a trial *de novo* in this court and denying to them their constitutional right of a trial by a jury.

Seventh. The court committed an error of law prejudicial to the applicants herein in this, viz, in making the order under the rules in citizenship cases adopted by the court of referring this case to a special master of chancery, thereby depriving the applicants of their right to a trial according to the course of the common law and by a jury, as by the Constitution of the United States they were entitled to demand and have.

Eighth. Because that portion of the act of Congress approved June 10, 1896, attempting to confer upon the Commission to the Five Civilized Tribes authority to receive, consider, and decide upon applications of persons for the enrollment as citizens of the Five Civilized Tribes is unconstitutional and void in this, viz:

(a) That it provides a mode by which persons may be deprived of their rights and their property without due process of law.

(b) That it deprives the applicants for enrollment of their right to a trial by jury.

(c) That it attempts to deprive these applicants of their right of appeal.

(d) That it is class legislation and deprives them of rights and imposes upon them burdens which others similarly situated are not deprived of and not burdened with.

Ninth. The court committed an error of law prejudicial to the applicants herein in this, viz: In approving the decision of the Commission to the Five Civilized Tribes and in adjudging the applicants not entitled to be enrolled as citizens of the Cherokee Nation.

Tenth. The court erred in determining applicants must trace their right to some roll of citizenship of the Cherokee Nation as now constituted.

Eleventh. Because that portion of the act of Congress approved June 10, 1896, and defined in the later act, what Congress meant by rolls of citizenship in the former act, is unconstitutional and void because an invasion of the province of the courts as fixed by the Constitution of the United States.

Wherefore these applicants ask that the finding, decision, and judgment of the court herein be set aside and held for naught, and that they be granted a rehearing of their cause.

This cause came on for hearing on the motion for rehearing of the case on the 25th day of January, 1898. The opinion of the court overruling the motion for rehearing in this case is as follows:

SPRINGER, Judge:

It is unnecessary to refer to all of the grounds set forth in this motion for rehearing. Many of them have been referred to heretofore, and some of them have been specially in the general opinion of this court on the subject of citizenship in the Cherokee Nation. Reference will only be had, therefore, to such matters as are stated herein as have not been heretofore referred to.

The third ground for a rehearing in this case is to the effect that the judgment of this case of Hon. John S. Vann, as chief justice of the supreme court of the Cherokee Nation, was final and conclusive in favor of the applicants for citizenship in this case, and that said judgment was rendered, as found by the special master, on the 12th day of November, 1871. In view of the insistence of counsel for applicants upon this allegation that applicants were admitted to citizenship in the Cherokee Nation by Chief Justice Vann on November 12, 1871, a further examination of the record in this case has been made for the purpose of ascertaining the evidence upon which the master made this finding. Among the papers in the record in this case will be found an affidavit by the principal claimant, William J. Watts, which was taken before G. W. Parker, special agent of the Interior Department, at Tahlequah, July 17, 1893. In this affidavit of Mr. Watts it is stated in substance as follows: That he is 53 years of age; that he has lived in the Cherokee Nation since October, 1871; that he came from Clarksville, Ark. After his removal to the Cherokee Nation he made application for Malachi Watts to Chief Justice Vann, of the supreme court, for admission. This application was made on the 12th day of November, 1871, at Tahlequah. It was heard on the same day before Judge Vann; he at that time was the chief justice of the supreme court of the Cherokee Nation. Malachi Watts was at that time at Clarksville, Ark. Mr. Watts says:

Chief justice told me that I had introduced enough evidence to satisfy him, and that I could go home. I told him that I wanted to purchase property. He said that I was perfectly justifiable in making the purchase that I then contemplated. I did not at that time receive any writing. I learned later on that Judge Vann had made a report to the council or senate. I never saw the report; made diligent effort to see it. I made effort before the investigation before Judge Parker to see Judge Vann's report. In 1874 I learned that the records in my case were destroyed. On this information I came to Tahlequah, and I went to the place where the record books were kept to make my own examination. I could find nothing pertaining to my case. The papers were open to access to anyone. I learned that there had been some prisoners and guards kept there, and that the boxes in which the papers had been kept were broken into. This information was from some of the authorities of the country. I searched for three days and found nothing. I learned that some person who was hearing of my case had carried the papers to the country, 15 miles. John Taylor, an attorney, told me that my papers were in the bulk. I told him if he would assist me in getting my papers I would pay him for his labor. Thompson then made a search, requesting me to remain in town until he could get out in the country, and in the course of two days he told me that he had found my papers. I found the papers were partly there. He delivered the papers to me, and the council had then convened. Prior to receiving my papers, I met Mr. Vann, and told him the papers were lost, and that the council were going to take some action in the case. He furnished me a certificate, the copy of which is in the documentary evidence. In the investigation before Judge Parker I think the certificate was introduced by the nation—that is, the paper handed me by Vann to furnish the national council. The paper had the appearance of having been changed. The "one" in 1871 is changed to a "2," making it 1872. I was not before the chief justice in 1872; never was before the court at Fort Gibson; don't know of my own knowledge that Judge Vann ever held court at Fort Gibson, though I have heard that he did.

And further, Mr. Watts testified:

At the time of the trial in November, 1871, I was present in the court. Judge Vann told me in open court, and from the bench, that no further evidence was required. At the time the application was made it was made in the name of Malachi Watts and children, naming the children. I explained to the court that there were only two of the family living (in the Cherokee Nation) and I inquired what advice I should give the other members of the family, and when he rendered his decision he told me that I should bring them all in. I then, in December, purchased of a citizen in the Cherokee Nation property, one farm from Sam Guster, sheriff of the Sequoyah district. Our children were admitted into the public schools. The last of December and early in January all the remainder of the family came into the Sequoyah district, and the present claimants are the brothers and sisters, children and grandchildren, and these are the brothers and sisters whose names were furnished to Chief Justice Vann at the trial. When they came in they were permitted to exercise the rights of Cherokee citizens. Jacob Mabray, a brother-in-law, was with me when I made application. Mabray married Susan Watts. Mabray died about 1880, and Judge Vann about 1875.

In the cross-examination of Mr. Watts by Special Agent Parker, he says:

I do not remember whether I made any other written application, except what the court and officers made. I made a verbal application and the court put it down. Mr. Clen Vann was managing the matter for me and I suppose he made it according to law. I was admitted between the 15th and 20th of November, 1871. I was satisfied at that time that I was admitted to citizenship, and considered myself a citizen from that time on. I expect I stated August 4, 1875, before Agent Engles, that I had not been admitted to citizenship. I based that affidavit upon information from George Wilson that my case had been decided against me by the Senate.

In the same investigation by Special Indian Agent Parker there is produced the affidavit of T. B. Downing, who says:

I am assistant clerk of the senate of the Cherokee Nation and have access to the records of that body. I have made a thorough and diligent search of all the transactions of that body from 1870 up to the present time (which was in March, 1890).

The facts appearing upon the senate journal in reference to the Watts case are as follows:

Thursday, November 16, 1871.—The chief justice of the supreme court submitted to the national council for their consideration the following cases (omitting from the first to the sixth): Seventh. Evidence in the case of Malachi Watts, accompanied with the report of the chief justice in the matter. On motion of W. P. Adair, the business submitted from the chief justice referred to the committee on foreign relations.

And again there appears in the record of the proceedings of Friday, November 24, 1871, the following:

The report of Chief Justice Vann relating to citizenship granted to North Carolina Cherokees ordered filed. * * * The case of William Going, J. Going, and Malachi Watts returned by the chairman of foreign relations, evidence being unfinished.

And again in the senate journal of November 17, 1873, the following:

Mr. George Wilson presented the claim of William Watts for citizenship.

Those are all the entries which appear in the proceedings of the Cherokee council in reference to the Watts case. In the same report of Special Agent Parker appears the testimony of Hon. S. Houston Benge, who states that he was a member of the Cherokee senate in 1871. From his evidence the following extracts were taken:

Question. When the chief justice made a report to the national council of 1871 of the case and evidence of Malachi Watts and six other cases, as read from the senate journal, did the chief justice report the case of Malachi Watts as having been decided by him, or, on the other hand, did he not report the case for the decision of the national council?

Answer. The cases were reported to the national council for their consideration.

And further in his testimony is the following:

I recall something about the facts of the cases of William Going, J. Going, and Malachi Watts being unfinished or insufficient. The committee reported that the evidence was unfinished.

Question. What was the action of the senate had in consequence of the report of the foreign relations committee?

Answer. The applicants, Susan Ware, Malachi Watts, and the Goings, were defeated; subsequently Susan Ware was admitted to citizenship. By the chief justice reporting the cases above-mentioned to the national council for their consideration, I mean that he reported them to the council to be acted or passed upon there.

The foregoing from the testimony of Mr. W. J. Watts and the testimony of Mr. Downing in regard to the senate records and the testimony of Mr. Benge constitute the whole of the record in this case in reference to the application of Wm. J. Watts to Judge Vann as chief justice and the action of Judge Vann thereon. There are, however, some affidavits in the record attached to the application of the applicants before the United States Commission to the Five Civilized Tribes. These affidavits purport to be the papers which were taken by the applicants and submitted to Judge Vann for the purpose of proving Cherokee blood. These affidavits are quite numerous. They all relate, however, to the question of Cherokee blood. The first one presented was that of Eliza Ross and was sworn to before W. H. Turner, clerk of the supreme court of the Cherokee Nation, November 14, 1871.

This affidavit simply stated that she was acquainted with some of the Watts family and that they were Cherokee Indians by blood. The next affidavit is made by William Wilson, which was sworn to on the 15th day of November, 1871, before W. H. Turner, the clerk of the supreme court of the Cherokee Nation. The next one was by Lorin O. Gibbs, which was sworn to on November 16, 1871; the next, of Isaac Couch, which was sworn to before Mr. Turner on the 18th day of November, 1871. The next was the affidavit of David Elliott, which was sworn to on the 15th day of November, 1871, before Mr. Turner. The next one was made by W. S. Ward, which was sworn to on the 25th of November, 1871, before Mr. Turner. The next one was by Jesse L. Hibbs, and was sworn to before M. J. Watts, justice of the peace, on the 5th day of December, 1871, at Choville, Ark. The next one was by Samuel H. Payne, which was sworn to before the clerk of the United States court for the western district of Arkansas December 7, 1871. The next is the affidavit of Lott Langley, which was sworn to on the 9th day of December, 1871, before John Gunter, clerk of the district court of the Cherokee Nation. There are affidavits following dated in 1872, 1874, 1875, 1877, and subsequent years. Special reference should be made to the affidavits which were sworn to on December 7 and 9 and thereafter. The one on December 7 was signed by Lott Langley, and is as follows:

I have heard of the family all of my life, though never was acquainted with them until about fifteen years ago. I have often heard my father and mother speak of Malachi Watts, who lived east in the old Cherokee Nation, and that he was a Cherokee Indian. My mother and Malachi Watts are first cousins. I also heard them say that he lived in the State of Arkansas since he left the old nation. From what my parents have told me I never doubted the family being Cherokee Indians.

The affidavit of Samuel H. Payne was sworn to on the 7th day of December, 1871, before the clerk of the United States court for the western district of Arkansas, at Fort Smith. Payne states that he is a citizen of the Cherokee Nation and has been acquainted with Malachi Watts and his family for nearly fifteen years; that the said claimant Watts and his family always claimed to be Cherokee Indians by blood, and they were always during the period he knew them recognized as being of Cherokee Indian blood by the people of the State of Arkansas, Johnson County, where they lived.

If it be true, as stated in the report of the special master in this case, that the claimants in this case were admitted to citizenship on the 12th day of November, 1871, why is it that claimants continued to take affidavits to support their right to citizenship from time to time until the 9th day of December, 1871? The affidavit taken on the 9th day of December, 1871, at Fort Smith, was filed, it is said, in the claimants' papers before Judge Vann, and was a part of the papers upon which he acted. On the 7th day of December, 1871, the amendatory act took effect, and from that time forward Judge Vann had no authority to admit to citizenship, but only to take testimony and report the evidence to the council for its action, with his recommendation with reference thereto. The senate records herewith presented show that the application of the Watts claimants was reported to the senate by Judge Vann and that the papers were referred to the committee on foreign relations on the 16th day of November, 1871. This is after the date of the alleged admission of claimants to citizenship by Judge Vann. The testimony of Houston Bengé is to the effect that he was there in the senate when the papers in the Watts case were referred to the senate for its consideration or action, and he states, although the record does not bear him out, that the application of the claimants was rejected. The record, however, is silent as to this. There is nothing, however, in the record that tends to show that the application of the claimants for citizenship was reported to the senate as having been granted by Judge Vann. The certificate of Judge Vann is put in the record in this case, which was referred to in the testimony of Mr. Watts, heretofore set forth. That certificate is as follows:

This certificate that during my sitting as chief justice of the supreme court of the Cherokee Nation to take evidence in case of applications for Cherokee citizenship at Fort Gibson, Cherokee Nation, some time in April, 1872, as a "court of commission" authorized by the national council for the same, one W. J. Watts, son of Malachi Watts, filed his application then and there for Cherokee citizenship, with sufficient proof to entitle him to said right according to the best of my judgment, which I forwarded to the senate with my recommendation, and classed "B."

This November 5, 1874.

JOHN S. VANN, A. J. S. C. C. N.

Mr. Watts in his testimony above quoted explains that there was some change in the body of the certificate as to whether it was in 1871 or 1872. It could not have been 1871. That was error, because Watts had not emigrated to the Cherokee Nation at that time. The date of 1872 is evidently correct. It is possible that there may be error in the month, and there may be error as to Fort Gibson, but this is the only paper in existence signed by Judge Vann in reference to his action in the premises. If it is good for anything, it goes to show that he did not

admit Watts to citizenship when he was authorized to admit North Carolina Cherokees to citizenship in the Cherokee Nation. Therefore, summing up the evidence in the record as to whether the applicants in this case were admitted to citizenship by Judge Vann, we have on the one hand the unsupported affidavit of the claimant W. J. Watts, who states that his application was made orally and taken down by the judge, that he never saw the papers, and that he never received any certificate from Judge Vann to citizenship. The record of the court and council are silent upon the subject as to whether any certificate was ever issued to him; in fact, there is an entire absence of proof of any certificate ever having been issued admitting the applicants to citizenship by Judge Vann when he was authorized to admit North Carolina Cherokees. As against the unsupported affidavit of the claimant W. J. Watts, the record discloses the proceedings of the Cherokee senate and the testimony of Houston Bengé, who was a senator and a well-known and reputable citizen of the Cherokee Nation, who states in the corroboration of the senate minutes as they are set forth in the record that the report in the Watts case by Judge Vann was made to the council for its action and not as a final report admitting them to citizenship.

From these considerations, and in view of this condition of the record, this court is of the opinion that the finding of the special master that the applicants were admitted to citizenship on the 12th day of November, 1871, or at any time before December 7, 1871, is not supported by the evidence in the case. The court has called the attention of the special master, Mr. Gibson, to the foregoing evidence which appears in the record, and he admits that the statement as to the evidence as above set forth is correct, and he is further of the opinion that the affidavits submitted by Mr. Watts, and taken before the clerk of the supreme court, Mr. Turner, at times subsequent to the 12th day of November shows conclusively that the case had not been concluded at that time, but that they corroborate the senate minutes to the effect that the evidence was furnished at that time. He further authorizes the court to say that his findings as to admission on the 12th day of November, 1871, does not seem to be supported in view of these facts to which his attention has recently been called.

The sixth ground for a hearing is to the effect that this court committed an error prejudicial to the rights of the applicants by the adoption of rules governing and controlling the manner in which cases should be brought into this court, and that these rules compelled these claimants to bring the case into this court on a petition in the nature of a writ of error, therefore depriving the applicants of a trial de novo in this court and denying to them their constitutional right of trial by jury.

The applicants in this case have never heretofore made any objection or taken any exception to the rules which were adopted by the court to govern the proceedings in citizenship cases. At no place in the proceedings have the applicants asked the court to be permitted to have a trial of their case by a jury. The court has granted to the applicants in this case and to all other applicants the right to a trial de novo. All requests to take additional testimony have been granted, and there has been in this case no application for additional testimony. The record is very full, and the only questions of fact that could be submitted to a jury in this case is the question as to whether the parties are Cherokee Indians by blood—a fact upon which this court does not pass, and a fact to which, so far as the decision of this court is concerned, there is no denial. The right of claimants, so far as this court is concerned, does not depend upon the question of Cherokee blood, but questions purely legal and upon which a trial by jury could not have been had under any circumstances. The question upon which this case turns is, Were the claimants admitted to citizenship by Judge Vann? Second. Were they North Carolina Cherokees?—a fact which they have never asserted and which all the evidence shows to the contrary. It was a jurisdictional fact, solely for the consideration of this court in determining whether Judge Vann could have had jurisdiction to try and determine this case under the law under which he was acting. The claimants have not been denied a trial de novo in this court, nor have they been denied the right of trial by jury—a right which they never demanded, and which, if they had demanded, would have been upon a fact not material to the case. If the claimants had demanded and secured a jury on the question of Cherokee blood, there is not a particle of testimony in the record that could have gone to a jury on this question. It is all contained in ex parte affidavits, and most of this testimony is hearsay.

Further, it is stated in the motion for a new trial that Judge Vann must have found, in order to have given a decision in the case, that the applicants were North Carolina Cherokees. There is no application of the claimants in the record which was submitted to Judge Vann. There is no judgment of his in the record admit-

ting them to citizenship; hence there is nothing upon which counsel can base their assertion that he passed upon the question as to their being North Carolina Cherokees. It is conceded that only two of the applicants resided in the Cherokee Nation at the time the application was made, and to have authorized Judge Vann to have considered their case they must have been residents of the Cherokee Nation at the time of making their application, and they must have made it within two months after they took up their residence in the nation. All the affidavits supporting the claim of Cherokee blood are to the effect that the ancestors of these claimants resided in the States of Arkansas and Tennessee, and there is no suggestion in the record that they ever lived in North Carolina.

After a further and careful examination of the whole record in this case, this court is of the opinion that Chief Justice Vann, of the supreme court of the Cherokee Nation, did not admit the claimants in this case to citizenship in the Cherokee Nation, but all that he did in the case was to refer the testimony to the Cherokee council for its action.

It further appears that the Cherokee commission on citizenship, known as the Chambers commission, passed upon the application of the claimants to be admitted to citizenship in the Cherokee Nation and rejected it. It also appears that the national council of the Cherokee Nation in 1874 passed an act for the removal of intruders and that the claimants in this case were enumerated in said act and declared to be by the Cherokee council intruders in the Cherokee Nation. It also appears that in 1893 Congress passed an act requiring the Cherokee Nation to pay certain parties who had been declared intruders for their improvements in the Cherokee Nation. Under this act several of the claimants to citizenship in this case made application for and received different sums of money in full payment for their improvements in the Cherokee Nation, as provided for by the act of Congress approved March 3, 1893, and their receipts for such payments are found in the record. The application for rehearing is denied.

OPINION OF WILLIAM M. SPRINGER, JUDGE.

In the northern district of the Indian Territory.

No. 257.

Caleb W. Hubbard et al. v. The Cherokee Nation.

Mr. N. A. Gibson, special master, to whom this case was referred, submits the following report:

REPORT OF SPECIAL MASTER.

I, N. A. Gibson, special master herein, respectfully show to the court that under the order of reference in this cause I have examined the pleadings and proof herein filed and have taken other proof herein, which is herewith filed and made a part of this report, and that I find as follows:

I.

That this cause was instituted on the 9th day of September, 1896, at which time application was made to the Commission to the Five Civilized Tribes for citizenship by blood in the Cherokee Nation of Indians; that the cause was tried by the said commission and the application denied on the 24th day of November, 1896, no reason being given for the decision, and that the claimants appealed therefrom to this court on the 21st day of January, 1897.

II.

That this application was made by—

Caleb W. Hubbard, for himself and for his children, Martin F. Hubbard, Martha Ellen Baldwin, née Hubbard, Simeon J. Hubbard, James W. Hubbard, Edgar N. Hubbard, and D. Frank Hubbard; for his grandchildren, Barnard E. Hubbard, Hazell W. Hubbard, Raymond Hubbard, and Owen Hubbard; the children of Martin F. Hubbard, Lourana Woodmancy, née Baldwin, Annie Morris, née Baldwin, and Virgil Baldwin; the children of Martha Ellen Baldwin, Edgar C. Hubbard, Stellan Hubbard, and Lyle Hubbard; the children of Simeon Hubbard, Paul H. Hubbard, Minnie E. Hubbard, and Walter P. Hubbard; the children of Edgar N. Hubbard, Myrtle M. Hubbard, and Mand Hubbard; the children of D. Frank Hubbard, and for his great-grandchildren, Ralph Woodmancy, a child of Lourana Woodmancy, and John Morris, the son of Annie Morris, all residing at or near Afton, in the Cherokee Nation, Ind. T., and basing

their claim of a right to be enrolled as citizens of the Cherokee Nation by blood upon the statement that they are the lineal descendants of Phoebe Crews, who is alleged to have been a full-blood Cherokee Indian woman who lived in the State of North Carolina, and Caleb W. Hubbard, being the son of Hardy Hubbard, who was the son of Ann Hubbard, née Crews, who was the daughter of Phoebe Crews, whose maiden name was Goo Chee, Doo Chee, Tutch ee, or Dutch.

2. By Jeremiah Hubbard, for himself and for his children, Henrietta Smith, née Hubbard, Erastus Hubbard, Holton S. Hubbard, Edna H. Quiggan, née Hubbard, and Henry K. Hubbard; for his grandchildren, Charles S. Stith, Cora Stith, Nellie Stith, Bertha Stith, and Ada Stith; for the children of Henrietta Stith, Agnes Hubbard and Ray Hubbard; the children of Erastus Hubbard and Winona Hubbard; the children of Holton Hubbard, all residing in Delaware district of the Cherokee Nation; Jeremiah Hubbard being the son of Joseph Hubbard, who was the son of Hardy Hubbard, who was a son of Ann Crews.

3. By William Hubbard, for himself and for his children, Aldred Hubbard, Emily Pyle, née Hubbard, Martha Pitts, née Hubbard, and Frank Hubbard, Thomas Hubbard, and Mary Hubbard, all residing at Fountain City, Ind., William Hubbard's father being Joseph Hubbard, who was a son of Hardy Hubbard, the son of Ann Crews.

4. By S. A. Vance, a granddaughter of the said Hardy Hubbard, residing at Kellogg, Iowa.

5. By Sarah Alice Reynolds, for herself and for her children, Ralph H. Reynolds, Edith E. Reynolds, and Hugh M. Reynolds, all residing at Passadena, Cal., she being a daughter of Jehiel Hubbard, a daughter of Joseph Hubbard, the son of Hardy Hubbard.

6. By Martha A. Miles, née Hubbard, for herself and for her children, Bessie E. Miles, Blanch A. Miles, and Paul B. Miles, all residing at Bryant, Ind., she being the daughter of Jehiel Hubbard, the son of Joseph Hubbard, and the granddaughter of Hardy Hubbard.

7. By Abssilet M. Hubbard, Sarah A. Hubbard, and Joseph H. Hubbard, the children of the said Jehelle Hubbard, all residing at Passadena, Cal.

8. By Woodson B. Hubbard, for himself and for his children, Joseph W. Hubbard, Frank C. Hubbard, Earnest H. Hubbard, and Ethel I. Hubbard, and Edith M. Hubbard, and his grandchildren, Emma Hubbard and Homer Hubbard, the children of Joseph W. Hubbard, and Ruth Hubbard, the daughter of Earnest H. Hubbard. The principal claimant and his minor children residing at Afton in the Cherokee Nation, and his children, Joseph, Frank C., and Earnest H. Hubbard, and the children of Joseph W. and Earnest H. Hubbard residing in Muskogee, Ind. T., the principal claimant being the son of Joseph Hubbard, the son of Hardy Hubbard.

9. By Henry Hubbard, for himself and for his children, Bailey Hubbard, Kate Smith, née Hubbard, Gurney Hubbard, and Earle Hubbard, these claimants residing at Jasper County, Mo., he being the son of Joseph Hubbard, the son of Hardy Hubbard, the principal claimant having the following grandchildren: Clyde Smith and Guy Smith.

10. By Gamaliel B. Hubbard, for himself and for his children, Grace D. Hubbard, Nellie F. Hubbard, Lizzie G. Hubbard, Annabel Hubbard, and Ralph J. Hubbard, all residing at Siloam Springs, Ark., being the son of Hardy Hubbard, the son of Joseph Hubbard and Ann Crews.

11. By Joseph A. Hubbard, for himself and for his children, Jesse G. Hubbard, Matilda D. Hubbard, William W. Hubbard, Della L. Hubbard, Ladford W. Hubbard, Mildred Hubbard, and Ruby A. Hubbard, all residing near Afton, in the Cherokee Nation, Ind. T., Joseph A. Hubbard being the son of Joseph Hubbard, who was the son of Hardy Hubbard.

12. By Hardy Hubbard Butler, for himself and for his children, Alva R. Butler, Joseph H. Butler, and Harland J. Butler, the principal claimant residing at Miami, Ind. T., and he being the son of Sarah Butler, née Hubbard, who was the daughter of Hardy Hubbard.

13. By H. H. Hubbard, residing at Afton, Ind. T., for himself and for his children, Margaret E. Brown, née Hubbard; Kate B. Jarnagin, née Hubbard, and John J. Hubbard, and George B. Teague, née Hubbard. That Margaret E. Brown lives at Wagoner, Ind. T., and has the following children: Blanch Morton, residing at Atoka, Ind. T.; Mamie Millar, residing at Hillsboro, Tex.; Debora Fulsom, residing at Atoka, Ind. T.; Henry H. Brown, residing at Van Buren, Ark.; Magnolia Fears, residing at Muskogee, Ind. T., and George E. Brown, residing at Wagoner, Ind. T. That Mamie Millar has the following children: Hattie, Margeritte, and Catherine Millar. That Debora Fulsom has the following children: Daphne, Robert, Ethel, Blanch, Hal, and Alice Fulsom. That Magnolia Fears has one child, Margaret Fears.

That Kate D. Jarnagin has the following children: Estelle Jarnagin and Mary Kate Jarnagin, all residing at Mossy Creek, Tenn.

That John J. Hubbard resides at Afton, Ind. T., in the Cherokee Nation, and has the following children: Henry H., jr., Daisy L., Marjory, and Mary L. Hubbard.

That George B. Teague resides at Mossy Creek, Tenn.

14. By Lizzie Young, a niece of H. H. Hubbard, residing at Chicago, Ill., and her daughter, Madge Woodard, residing at Macon, Ga., Lizzie Young being a daughter of Jacob Hubbard, who was the son of Ann Crews.

15. By George M. Hubbard, a brother of the claimant H. H. Hubbard, for himself and for his son, Jesse F. Hubbard, residing at Indianapolis, Ind.

16. By Anna M. Hart, née Hubbard, a daughter of George Hubbard, who was a brother of claimant H. H. Hubbard, she residing at Afton, Ind. T.

17. By Susan Z. Evans, a daughter of Jacob Hubbard, who was the son of Ann Crews, for himself and for his children, Helen H. Greer, née Evans, Charles F. Evans, and Henry B. Evans, and for her grandson, Ray H. Evans, the son of Charles F. Evans, all residing in Loudon County, Tenn.

18. By Ella M. Hubbard, a sister of H. H. Hubbard, residing at Knightstown, Ind.

19. By W. W. Hubbard, a son of R. W. Hubbard, who was the son of Jacob Hubbard, the son of Ann Crews, for himself and for his child, Edna Earle Hubbard, residing at Inola, Creek Nation, Ind. T.

20. By Thomas McC. Fuller, who is the son of Mariana P. Fuller, née Hubbard, who was the daughter of Jacob Hubbard, for himself and for his children, Anna Fuller, Thomas McC. Fuller, William Fuller, Henry Fuller, and Jane Fuller, residing at Hattiesburg, Miss.

21. By Charles S. Hubbard, who is the son of Richard J. Hubbard, who was the son of Jeremiah Hubbard, the son of Ann Crews, for himself and for his children, Ellen Hubbard and Elizabeth T. Hubbard, residing at Raysville, Ind.

22. By Francis T. Hubbard, a son of the claimant, Charles S. Hubbard, for himself and for his children, Lewis W. Hubbard, Clara A. Hubbard, and Samuel M. Hubbard, residing at Benton Harbor, Mich.

23. By Estelle H. Wilkinson, née Hubbard, a daughter of the claimant Charles S. Hubbard, residing at Raysville, Ind.

24. By Mary Alice Lowder, a daughter of the claimant Charles S. Hubbard, for herself and for her children, Florence Lowder, Martha I. Lowder, Charles F. Lowder, and Leroy S. Lowder, all residing in Humboldt County, Ind.

25. By Carrie Alberta Newby, who is the daughter of Caroline Hubbard, who was the daughter of Richard Hubbard, who was the son of Jeremiah Hubbard, residing in Chicago, Ill.

26. By Henry Newby, a son of Caroline Hubbard, the daughter of Richard Hubbard, the son of Jeremiah Hubbard, he residing at Pasadena, Cal.

27. By Luther G. Newby, a brother of the two last-named claimants, residing at Chicago, Ill.

28. By C. W. Ballenger and Edward Ballenger, the sons of Margaret Ballenger, née Hubbard, who was the daughter of Richard Hubbard, the son of Jeremiah Hubbard, both residing at Spiceland, Ind.

29. By Emma G. Seaford, née Ballenger, the sister of the last-named claimants, for herself and for her children, Grace G. Seaford, Gertrude G. Seaford, Howard L. Seaford, Herbert L. Seaford, Mabel E. Seaford, Mary M. Seaford, and Hazel S. Seaford, all residing at Spiceland, Ind.

30. By Martha H. Jones, who is the daughter of Sarah Thomas, née Murrow, who was the daughter of Susan Murrow, née Hubbard, who was the daughter of Ann Crews, for herself and for her son, Walter I. Jones, they residing at Afton, Ind. T., in the Cherokee Nation.

31. By Oliver W. Nixon, a son of Rhoda Nixon, née Hubbard, who was the daughter of Joseph Hubbard and Ann Crews, for himself and for his son, Charles E. Nixon, both residing at Chicago, Ill.

32. By William Penn Nixon, a brother of the last-named claimant, for himself and for his children, Mary Stites Nixon, Bertha Duffield Nixon, and William Penn Nixon, jr., all residing in Chicago, Ill.

33. By William Henry Moore, a son of Ann Moore, née Hubbard, who was the daughter of Joseph Hubbard and his wife, Ann Crews, for himself and for his son, Thomas Franklin Moore, residing near Afton, Ind. T.

34. By Alfred Hadley Hubbard, who is the son of William Hubbard, who was the son of Joseph Hubbard, who was the son of Hardy Hubbard, who was the son of Ann Crews, for himself and for his children, Clara Louise Hubbard, Ann Grace Hubbard, and Walter Whitney Hubbard, all residing at Carthage, Mo.

35. By Joseph Henry Hubbard, a son of Jehiel Hubbard, who was the son of Joseph Hubbard, who was the son of Hardy Hubbard, who was the son of Ann Crews, for himself and for his children, Mildred Abbey Hubbard and Esther May Hubbard, residing at Ventura County, Cal.

36. By Sarah Robbins, William E. Robbins, Pauline Robbins, Ethel Robbins, Edith Robbins, Anna M. Wright, Justus M. Wright, Albert H. Wright, Marks O. Wright, Lena E. Wright, Florence M. Schrier, Eva M. Schrier, and Richard H. Schrier, children and grandchildren of Joseph Hubbard, all of whom reside at Albia, Mo.

III.

That these claimants base their connection of a right to be enrolled as citizens of the Cherokee Nation upon the statement that they are descended from a marriage between Joseph Hubbard and Ann Crews. That this Ann Crews was the daughter of Hardy Crews and his wife, who was known after her marriage as Phoebe Crews, and prior to her marriage as Goo Chee, Doo Chee, Tuch ee, or Dutch. That this woman was a full-blood Cherokee Indian who was born in the old Cherokee Reservation east of the Mississippi River, and lived in the State of North Carolina, in Person County. She had two daughters, Ann and Mary, who married Joseph Hubbard and David Meredith, respectively. That Phoebe Crews died in North Carolina prior to the year 1800; that Mary Meredith died in Stokes County, in the same State, in the year 1823, and that Ann Crews, the direct ancestor of these claimants, died in Person County, in that State, in the year 1812.

IV.

That the claimants filed in support of their claim the affidavits of the following witnesses made upon oath and affirmation, a number of them being Quakers, the witnesses testifying as to the Cherokee blood of the ancestors through whom these claimants trace their descent being of great age and making their statements from actual personal knowledge of the parties of whom they testify: The affidavits of Jemima Whitworth, Elijah Kirk, Robert Reagan (2), Jacob Hill, H. H. Hubbard, Charles S. Hubbard, John E. Stubbs (2), William G. Ciffin, Charles W. Kirk, J. A. Greer, George Brazzleton, James R. Dawson, Joseph H. Alley, William Bush, B. M. Branner, Jemima Whitworth, Jerry Lane, Squire Blair, Addison Ciffin, Milton Starbuck, William G. Coffin, Robert Reagan, David Meredith, Clarkson Thomas, E. E. Kirk, John Anderson, Luna Wright, Addison Coffin, Hezikiah Van Neys, Helena Painter, Mary McCracken, Almedia Harris, F. W. Williams, J. T. Miles, S. D. Hill, George E. Garland, Ernest Hubbard, Jesse A. Haynes, Joseph W. Hubbard, Sarah J. Hubbard, Robert Reagan (2), Henrietta W. Holton, Robert Reagan and Henrietta W. Holton, jointly, Charles N. Wetherell, Anna I. Stout, Gertrude D. Green, Jemima Whitworth, Alexander Whitworth, W. B. Hubbard, Jeremiah Hubbard, Oliver H. Canaday, Sarah Canaday, Jemima Whitworth, Alexander Whitworth, Thomas Franklin Moore, S. S. Haynes, W. I. Jones, Alexander Whitworth, Jemima Whitworth, J. A. Bodenhamer, William S. Shoecraft, Nathaniel Lawrence, William Bush, B. C. Hobbs, I. D. Stockton, J. O. Reynolds, W. B. Hubbard, Sarah J. Hubbard, Robert Reagan, and William G. Ciffin, and the testimony of the following witnesses taken before me, the undersigned special master herein, at the town of Afton, Ind. T., to be used herein: H. H. Butier, Jeremiah Hubbard, William Henry Moore, Woodson B. Hubbard, Caleb W. Hubbard, and L. B. Bell, the last-named witness having been examined at an adjourned hearing of this matter at Vinita, Ind. T., and he having been

the attorney who was employed by the claimants herein in the year 1885 or 1886 to present their application to the proper authorities of the Cherokee Nation to be enrolled as citizens of the nation by blood, together with certain papers attached to the testimony of the several witnesses as exhibits.

V.

That the testimony of these witnesses shows that these claimants are descended, as claimed by them, from Ann Crews, who married Joseph Hubbard, and who was the daughter of Phœbe Crews, who was a full-blood Cherokee Indian, and who lived in the State of North Carolina; that Phœbe Crews died in that State about the year 1800, in Person County, and that Ann Crews, her daughter, died in Stokes County, of the same State, about the year 1812; that the descendants of Ann Crews lived for a number of years in Guilford County, N. C., removing thence to the State of Indiana and to Tennessee, and that those of the claimants that are now residents of the Cherokee Nation, Ind. T., came to the Cherokee Nation about the year 1886, and made an effort to be admitted to citizenship in that nation; that they employed L. B. Bell, of Vinita, Ind. T., a Cherokee Indian by blood and a citizen of the Cherokee Nation, as an attorney to represent them in their application for citizenship; that he, in 1885, in August, sent H. H. Butler, one of the claimants herein, to William Howell, a Cherokee Indian, living near Afton, Ind. T., for assistance in selecting farms for the various claimants who desired to locate in the Cherokee Nation; that Butler and others of these claimants located farms near Afton, purchasing one improvement from William Howell, and that they have accumulated a large amount of property near that place; that on May 23, 1887, there was approved an act passed by the council amending section 7 of the act of council approved December 8, 1886, entitled "An act providing for the appointment of a commissioner to try and determine applications for citizenship," providing as follows:

Shall be so amended that the commission shall be authorized to try and determine all claims to Cherokee citizenship wherein the claimant claims by virtue of Cherokee descent who left or emigrated from the Cherokee Nation prior to the year 1835.

That after the passage of this act, in the summer of 1887, L. B. Bell made application to the Cherokee citizenship commission for the admission of these claimants to citizenship in that nation; that the claimants testify that they never heard of any action having been taken upon this application until the reply of the Cherokee Nation to their application in this cause was filed before the Commission to the Five Civilized Tribes, though the proof introduced herein by the Cherokee Nation shows that the said applications were rejected by the commission at some time in the year 1889, together with the applications made in the Meredith kindred claim; that a large number of the witnesses whose names are given herein were simply employed for purposes of identifying the claimant and their descendants and of connecting them with some of the older or principal claimants herein, and that the leading witnesses upon the actual relationship of the older claimants to Ann Crews are Addison Coffin, William G. Coffin, Alexander Whitworth, Jemima Whitworth, Jerry Lane, and Squire Blair; that a large portion of the testimony of these leading witnesses is devoted to statements concerning Jeremiah Hubbard, one of the children of Ann Crews and Joseph Hubbard, this Jeremiah Hubbard being a full brother of Hardy, Jacob, Joseph, Woodson, Annie, Susana, and Rhoda Hubbard, the direct ancestors from whom the claimants in this application all trace their descent. It appears that this Jeremiah Hubbard was a man of considerable note in his locality, being a minister of the Church of Friends, or Quakers, and being widely known throughout the Eastern States; that he was a man of striking appearance, his features, color, and hair clearly indicating that he was of Indian descent; that he was on intimate terms with John Ross, the chief of the Cherokee Nation in Georgia, and with Lewis Ross, by whom he was visited and with whom he visited Washington during the Administration of President Jackson; that he was always recognized as a Cherokee Indian by blood by both whites and Indians; that there is a great deal of testimony bearing upon the family traditions and the opinion which has been held for the last hundred years by the friends and associates of the Hubbard family, all of which tends to sustain their allegations that they are of Cherokee Indian blood and are the lineal descendants of Ann Crews, above mentioned.

VI.

That the Cherokee Nation introduces in support of its answers the record of the rejection by the Cherokee citizenship commission in 1889 of the application for citizenship of Jeremiah Hubbard, Joseph A. Hubbard, Anna B. Hubbard, Jesse

Hubbard, Joseph A. Hubbard, Henry N. Hubbard, Ella Hubbard, George M. Hubbard, Caleb Hubbard, Edgar Hubbard, and Frank Hubbard, these claimants being all rejected by reason of the fact that they did not show that any ancestor through whom they claimed had ever been enrolled as a citizen of the Cherokee Nation upon any of its authenticated rolls, and for the further reason that they did not prove that they were Cherokees by blood.

VII.

The claimants contend that they have shown by a large number of witnesses that they are the lineal descendants of Phœbe Crews and of her daughter Ann Crews, who married Joseph Hubbard, both of these women having been always known to be Cherokee Indians by blood, the claimants having attempted for a number of years to secure a recognition from the proper authorities of the Cherokee Nation of their right to Cherokee citizenship, and having never heard of any decision in their case prior to the institution of this suit, and they all being Cherokee Indians by blood, they are entitled to recognition and enrollment as citizens of the Cherokee Nation under the law applicable to this case, while the Cherokee Nation contends that the claimants not having shown that Ann Crews, the ancestor through whom they claim to derive their right to citizenship in the Cherokee Nation, is now or has been a citizen of the Cherokee Nation since the removal of said nation west to the Indian Territory as at present located and defined, or that her name appears on any of the authenticated rolls of said nation, or that they or any of their ancestors now reside or ever have resided in the Cherokee Nation, Ind. T., as citizens thereof; and for the further reason in the cases of those claimants above enumerated and their descendants whose application had heretofore been rejected by the Cherokee citizenship commission, that their said case was tried upon its merits, and that upon final hearing judgment was duly given against the applicants and in favor of the Cherokee Nation; that for these reasons these claimants are now barred from being admitted to Cherokee citizenship.

VIII.

The premises considered, I find that the claimants reside in the Cherokee Nation, Ind. T., and in a number of States in the Union, as shown in Section II of this report; that they are all lineal descendants of Ann Hubbard, the wife of Joseph Hubbard, whose maiden name was Ann Crews, and who was the daughter of Phœbe Crews, a full-blood Cherokee Indian woman who lived and died in the State of North Carolina, and who was known prior to her marriage as "Goo chee," "Doo chee," or "Dutch;" that Phœbe Crews died in the State in the year 1800, and that her daughter, Ann Crews, died in Stokes County, in that State, in the year 1812; that both of these women were always recognized to be Cherokee Indians by blood, and that the Cherokee blood of this family has never been disputed.

That these claimants are all Cherokee Indians by blood.

That the principals are principally Quakers, having retained this faith for the last hundred years; that those of them who reside in the Cherokee Nation made an effort to locate themselves in said nation in the year 1885 and purchased land near Afton, Ind. T.; that the majority of the claimants now residing near that place, as shown by this report, made their home there in 1886 and 1887, and that they have accumulated a large amount of property.

That a number of these claimants made application to the Cherokee citizenship commission for admission to that nation in the year 1887, and that their applications were rejected by said commission, they having failed to show that their common ancestor from whom they traced their Cherokee blood had been enrolled upon authenticated rolls of the Cherokee Nation; that these cases were decided in 1889, but that the claimants state, upon oath and affirmation, that they received no notice of said decision until the transcripts thereof were filed in this cause in support of the answers of the Cherokee Nation; that the brief of the claimants applicable to this case and to the David Meredith case, No. 295, is hereto annexed, for the reason that it states the legal position assumed by the claimants more fully than has been given by me in this report.

The COURT:

At the instance of the claimants in this case the court referred this case, together with case 183, Catherine V. Smith et al. against The Cherokee Nation, and case No. 295, David Meredith et al. against The Cherokee Nation, to the special master, who submits the following report to be used in each of said cases:

SUPPLEMENTAL REPORT OF SPECIAL MASTER.

I, N. A. Gibson, special master herein, respectfully show to the court that, in accordance with the order of reference herein made by the court, I have examined the affidavits of H. H. Hubbard and L. B. Bell, taken in the Hubbard and Meredith cases in the form of depositions upon notice, and have also heard the argument of the attorneys for the claimants, and that I find as follows:

I.

That the parties made application to the Adair citizenship commission in the Cherokee Nation for citizenship in said nation under the act of the Cherokee council approved December 8, 1886, which act conferred authority upon the said commission to try and determine the application of all such persons as could show their own names or the names of their ancestors upon any of the Cherokee rolls of the years 1835, 1848, 1851, or 1852. That this act was amended on the 21st day of May, 1887, and the commission directed to try and determine all claims to Cherokee citizenship wherein the claimant claims by virtue of Cherokee descent, who left or emigrated from the Cherokee Nation prior to the year 1835.

The second section of said amendment authorizes the chief to procure copies of the rolls of 1851 and 1852, and this amendment seems to have been interpreted as limiting the additional power conferred upon the commission to the examination of such claims as traced to these two rolls.

That the claimants in these cases did not try to connect with any of the Cherokee rolls, but simply based their application upon the fact that they were Cherokee Indians by blood.

III.

That in this hearing L. B. Bell was the attorney for the claimants, and states that the commission ruled that it had no jurisdiction of the cases, as the claimants did not connect with any of the rolls specified in the act or the amendment, and that he attempted to withdraw the cases, but was not allowed by the commission to do so.

That in the year 1889 the applications were rejected in the absence of the claimants, without notice to them of any further action or intention to proceed further with the cases, and in the Smith case it appears that the claimants did not know of the rejection until the year 1896.

That the decision of the commission of these cases shows that the commission decided that it had no jurisdiction to admit the claimants to Cherokee citizenship, as their names and those of their ancestors did not appear upon any of the rolls of the Cherokee Nation, to which the commission was limited in the consideration of applications.

IV.

That in November or December, 1889, the claimants in the Hubbard and Meredith cases, after the decision of the commission that it had no jurisdiction of their cases, made application to the Cherokee council, asking for admission to Cherokee citizenship, their application being introduced by Senator Samuel H. Mayes, and that when the matter was called up, Will P. Ross, who had been a member of the Adair commission, rose and stated that the matter was res adjudicata, as the cases had been passed upon by the Adair commission, and that upon his motion the applications were either rejected or indefinitely postponed.

By the COURT:

The Hubbard case and the kindred cases mentioned above are the most important that have been brought to this court on appeal from the United States commission. There are thirty-six separate families who make application for citizenship in the Cherokee Nation in this case, and the whole number of claimants aggregate nearly 200.

The claimants base their right to be enrolled as citizens of the Cherokee Nation upon the ground that they are descended from Phœbe Crews, who was a full-blood Cherokee Indian, who lived in the State of North Carolina and who died in that State about the year 1800. That those of the claimants who are now residents of the Cherokee Nation came to said nation about the year 1886 and made an effort to be admitted to citizenship in said nation. The other applicants are nonresidents of the Cherokee Nation, residing in many of the States of the Union. That the claimants who reside in the Cherokee Nation have accumulated a large amount of property near the town of Afton, Cherokee Nation.

The special master reports that in the year 1887 L. B. Bell, applicants' attorney, made application to the Cherokee citizenship commission for the admission of these claimants to citizenship in the nation. It appears that said application was rejected by said commission in the year 1889, but the applicants state that they never heard until recently that their application for citizenship in the Cherokee Nation had been rejected.

Owing to the large number of persons interested in this case, among whom are Oliver and William Penn Nixon, of Chicago, who are gentlemen of national reputation, and to the further fact that the venerable Henry H. Hubbard, one of the claimants, has given his personal attention to this case for twelve years past, and who has become widely known on account of his connection therewith, the court has given this case very careful and exhaustive consideration. Colonel Hubbard himself appeared before the court and submitted an exhaustive argument in behalf of himself and his coclaimants, in which he reviewed the history of the Cherokee Nation from the earliest times down to the present and discussed all the legal propositions involved.

There was much contention by counsel in the case as to what action was taken by the Cherokee citizenship commission, to which the claimants in this case applied for admission to citizenship. The commission to which application was made was organized under the act of Cherokee council, approved December 8, 1886. This act conferred authority upon the commission to consider and determine the application of all such persons as could show their own names or the names of their ancestors appeared upon any of the Cherokee rolls of the years 1835, 1848, 1851, or 1852. There was an amendment passed to this act on the 21st day of May, 1887, and the commission was directed to try and determine all claims to Cherokee citizenship wherein the applicants claimed by virtue of Cherokee descent who left or emigrated from the old Cherokee Nation prior to the year 1835. The master finds that the second section of said amendment authorized chief of the Cherokee Nation to procure copies of the rolls of 1851 and 1852, and that this amendment seems to have been interpreted as limiting the additional power conferred upon the commission to the examination of such claims as were traceable to these rolls.

The master finds in his supplemental report that the decision of the commission in these cases shows that the commission decided that it had no jurisdiction to admit the claimants to Cherokee citizenship, as the names of their ancestors do not appear upon any of the rolls of the Cherokee Nation. Counsel for claimants insist that their rights are not prejudiced by this adverse decision of the Cherokee commission. It is immaterial whether they regard the decision of the commission as adverse to the claimants' rights to citizenship or not. The decision at least goes to this extent, that the names of the applicants and those of their ancestors do not appear upon any of the rolls of the Cherokee Nation to which the commission was limited in the consideration of applications. In one sense this was a decision upon the merits of the case, in another a decision as to the jurisdiction of the commission. The commission was authorized to ascertain whether the names of the claimants or the names of their ancestors were upon any of these rolls. They either found that they were not or the claimants admitted that they were not. In either view of the case the claimants are still left in the condition which requires affirmative action on the part of the Cherokee council to admit them to citizenship in the Cherokee Nation.

The ancestor through whom all the claimants in this case base their right to admission separated herself from any organized band or tribe of Indians more than a hundred years ago. She and her ancestors during the last century resided in the States separate and apart from any tribal organization. A large majority of the applicants still reside in the States, many of them never having placed their feet upon the soil of the Cherokee Nation. About forty of the applicants came to the Cherokee Nation about the year 1885 or 1886 and settled near the town of Afton, where they have been residing ever since. Previous to that time they were citizens of the States of the Union in which they resided. They came within that class of Cherokees by blood who were referred to in the constitution of the old Cherokee Nation and also in the constitution of the new Cherokee Nation, established in 1839. That constitutional provision is as follows:

Whenever any citizen shall remove with his effects out of the limits of this nation and become a citizen of any other government, all his rights and privileges as a citizen of this nation shall cease: provided, nevertheless, that the national council shall have power to readmit by law to all the rights of citizenship any such person or persons who may at any time desire to return to the nation on memorializing the national council for such readmission.

The claimants in this case and their ancestors, having separated themselves for a hundred years from the tribe, had forfeited all their privileges as citizens of the Cherokee Nation, and they could only be admitted to citizenship by the affirmative action of the Cherokee council. The opinion of the Supreme Court of the

United States in the case of the Eastern Band of the Cherokees against the Cherokee Nation and The United States (117 U. S. Reports, 288-312) is directly in point in this case:

If the Indians of that State (North Carolina) or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as therein provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. Those funds and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation and not in any respect for those who have separated from it and become aliens to their nation.

Counsel for claimants in this case have stated that the opinion of the Supreme Court in the case of the Eastern Band of Cherokees was not binding upon this court; that the language quoted was the mere opinion of the court, while the decision of the court related only to the claim of the Eastern Band of Cherokees to certain annuities of the nation. While the decision of the Supreme Court in that case related to the claim of the Eastern Band, yet the opinion of the court broadly and clearly covers the case at bar. This court would disregard all precedents and defy the opinion of the highest judicial body in the world if it should disregard its opinion in this case. That opinion is not only persuasive but conclusively binding upon this court in all cases where the facts are substantially the same. The claimants in this case did apply to the national council. It appears that when the petition was read, a senator stated that the case had been considered by the Adair commission and rejected and that it was therefore *res adjudicata*, whereupon the council refused to take any further steps. Counsel for claimants insist that this act was a fraud upon the right of claimants; that the case had not been adjudicated, and that the council in failing to act favorably upon their application had been misled by false and fraudulent representations. This court can not inquire into the motives or into the reasons which may have induced the council to withhold favorable action on the application of the claimants in this case. It is enough for this court to know that the council failed to act. The admission of claimants rested solely in the discretion of the council. The council could have admitted them by name or could have passed a law providing for their admission and by observing which they could have been admitted. It has done neither. The discretion which the council had, to admit to citizenship those persons who had removed their effects out of the limits of the nation and who had become citizens of other governments to the rights of citizenship, was not committed to this court. The constitution of the nation declared that their rights and privileges as citizens of the nation had ceased and that they could only be reconferred by the acts of the national council. The council not having acted favorably on the case, this court has no power to admit them to citizenship in the Cherokee Nation.

Colonel Hubbard, in behalf of himself and other claimants, in his argument in this case, called attention to the treaty between the Cherokee Nation and the United States which was concluded in 1866. This treaty grew out of the conditions produced by the late war of the rebellion, and its whole context shows that it had reference to that conflict. Colonel Hubbard, however, insists that section 4 of that treaty authorized all Cherokees to return to the Cherokee Nation and take 160 acres of land therein. To support this contention he cited article 4, which is as follows:

ARTICLE 4. All the Cherokees and freed persons who were formerly slaves to any Cherokees, and all free negroes not having been such slaves, who resided in the Cherokee Nation prior to June 1, 1861, who may within two years elect not to reside northeast of the Arkansas River and southeast of the Grand River shall have the right to settle and occupy the Canadian district southwest of the Arkansas River, and also all that tract of country lying northwest of Grand River and west by the Creek Reservation to the northeast corner thereof; from thence west on the north line of the Creek Reservation to the ninety-sixth degree of west longitude; and thence north on said line of longitude so far that a line due east to Grand River will include a quantity of land equal to 160 acres for each person who may so elect to reside in the territory above described in this article; provided that that part of said district north of Arkansas River shall not be set apart until it shall be found that the Canadian district is not sufficiently large to allow 160 acres to each person desiring to obtain settlement under the provisions of this article.

Colonel Hubbard called attention to the fact that at the close of the late war of the rebellion the Cherokee Nation was divided into various factions, some of which undertook to drive out of the nation and to deprive of all rights of citizenship therein those Cherokees who had participated in the war of the rebellion. The treaty of 1866 was made for the purpose of harmonizing those difficulties and adjusting the contention of the several factions of the nation. The words "all the Cherokees" referred to in this article above quoted can only refer to all the Cherokees who resided in the nation prior to June 1, 1861, and who might, within two years thereafter, elect to not reside northeast of the Arkansas River and southeast of Grand River should have the right to settle and occupy the Canadian

district, etc. There was nothing in the treaty of 1866 which had reference to those Cherokees who had theretofore moved out of the nation and who had taken their effects with them and had taken up their residence in the several States of the Union and become citizens thereof. Reference was only had to the Cherokees who were citizens and who resided in the nation prior to June 1, 1861, and it was for the purpose of permitting those Cherokees and the free persons or free negroes to make this selection. The treaty of 1866 had nothing whatever to do with that class of Cherokee Indians by blood to which the claimants in this case belong—that class which had moved out of the old Cherokee Nation or out of the new Cherokee Nation and had taken their effects with them and who had on that account ceased to be citizens of the nation. But even if the treaty of 1866 did apply to all Cherokees or all persons who had Cherokee blood, still the subsequent acts of the Cherokee council establishing commissions to pass upon citizenship in the nation, and the various acts of the Cherokee council requiring all persons who claimed to be Cherokees to make application to the proper tribunal or commission which were passed after the year 1866 applied to the claimants in this case. They were required by these provisions to establish their right to citizenship. They did not come to the nation until the year 1885 or 1886, twenty years after the treaty of 1866 was promulgated. At the time the Cherokee Nation treated with the United States the claimants in this case were citizens of the States of the Union in which they then resided. They were not parties to the treaty, directly or indirectly; they were not bound by it and were not embraced within its provisions. When they came to the Cherokee Nation (those of them who did come) they were required to comply with the laws of the nation which existed at the time they arrived in the nation, and at that time they could only be admitted by applying to the citizenship commission, which was authorized to hear and determine the application of those whose names were upon certain rolls of the nation. Failing to come within the provisions of that commission and failing to secure admission by it, they were required to obtain the affirmative action of the Cherokee council to admit them to citizenship in the nation, the citizenship which they had not theretofore enjoyed.

The judgment of the United States commission rejecting this case is affirmed, and the application of the claimants to be enrolled as citizens of the Cherokee Nation is denied.

CREEK NATION.

OPINION OF WILLIAM M. SPRINGER, JUDGE.

In the northern district of the Indian Territory.

In the matter of the application of certain persons to be enrolled as citizens of the Muskogee or Creek Nation.

JURISDICTION OF THE COURT.

On the 3d day of December, instant, this court rendered an opinion upon the law applicable to citizenship in the Cherokee Nation. The court will now submit its opinion as to the law governing the applications for citizenship in the Muskogee or Creek Nation.

All of the opinion heretofore rendered in reference to Cherokee citizenship which relates to the powers and duties of the United States Commission to the Five Civilized Tribes, and to the jurisdiction of this court in reference to citizenship cases, is reiterated and adopted as the views of the court in the cases now on appeal to this court from the Creek Nation. It will not be necessary, therefore, to review in this opinion the acts of Congress of June 10, 1896 (29 Stat. L., 321), or the act amendatory thereof, passed June 7, 1897, defining what is meant by the words "rolls of citizenship." The acts referred to relate to the subject of citizenship and the jurisdiction of this court over citizenship cases as well in the Creek Nation as in the Cherokee Nation. This court will also adopt its former opinion in reference to adjudication of citizenship cases. In all cases wherein it appears that the applicants for citizenship in the Creek Nation filed their claims before the proper tribunal or commission, and in all cases where the tribunal or commission acted within the scope of its jurisdiction as prescribed by the laws of the Creek Nation and admitted or rejected such persons, such cases will be regarded as adjudicated. The court reiterates its opinion on this subject as laid down in the opinion in the Cherokee cases.

POWER OF THE CREEK NATION TO DETERMINE WHO MAY BE CITIZENS THEREOF.

The Government of the United States conceded to the Creek Indians, by the treaty proclaimed April 4, 1832, the right "to govern themselves, so far as may be compatible with the general jurisdiction which Congress may think proper to exercise over them."

By the third article of the treaty of April 12, 1834, it is provided as follows:

The United States will grant a patent in fee simple to the Creek Nation of Indians for the land assigned said nation by this treaty or convention whenever the same shall have been ratified by the President and Senate of the United States; and the right thus guaranteed by the United States shall be continued to said tribe of Indians so long as they shall exist as a nation and continue to occupy the country hereby assigned to them.

The article just quoted from the treaty of 1834 sets forth in substance the provisions of the patent to the Creek Nation given by the United States to the lands which they now hold in the Indian Territory. In commenting upon the patent to the Cherokee Nation, in the opinion heretofore rendered, this court held that the patent was to the nation, and not to the individual Indian, and the opinions set forth at that time in reference to the Cherokee Nation's patent will be carried out so far as the Creek patent is concerned. While these patents differ slightly in phraseology, this court is of the opinion that they are in substance the same and to the same effect.

By the treaty with the Creek Nation proclaimed August 28, 1856, the Creeks and Seminoles were to be "secured in the unrestricted right of self-government and full jurisdiction over persons and property within their respective limits."

Certain persons were excepted from the provisions of this section and allowed to remain in the Creek and Seminole nations, but as to all other persons, not being members of either tribe, found within their limits, it was provided:

"Shall be considered intruders and be removed from and kept out of the same by the United States agents for said tribes respectively, assisted, if necessary, by the military."

By the twelfth article of the treaty proclaimed August 11, 1866, the United States reaffirmed and reassumed the obligations of the treaty stipulations with the Creek Nation entered into prior to 1861, except such as were not inconsistent with any of the articles or provisions of that treaty. From these treaty stipulations entered into between the United States and the Creek Nation it appears that the Creek

Nation was secured in the unrestricted right of self-government and full jurisdiction over persons and property within the limits of the nation, with certain exceptions which were mentioned, and which it is not now necessary to set forth. This right of self-government was to be exercised, of course, in accordance with the treaties and laws of the United States. The right, however, of the nation to determine who should be members of the tribe was one of the rights of self-government which Congress conceded to the nation by solemn treaty obligations.

CREEK LAWS ON CITIZENSHIP.

The Creek Nation has passed very few laws on the subject of citizenship. Quite a number of special acts of the council have been passed admitting certain persons named to full citizenship in the nation. The principal act of the nation in reference to citizenship was passed October 26, 1889, and is as follows:

SEC. 295. All persons who were born, or who may be hereafter born, beyond the limits of the Indian Territory, and may have heretofore been entitled to make application for citizenship, on account of Indian blood or tribal adoption, and who have continuously resided beyond or outside of the jurisdictional limits of the Muscogee Nation for a period of twenty-one years, are hereby declared aliens, and not entitled to citizenship in the Muskogee Nation, or to any of the privileges thereof.

SEC. 296. The minor children and descendants of persons so debarred from citizenship and declared aliens are hereby also excluded from citizenship in the Muskogee Nation and from all the privileges thereof.

SEC. 297. All persons who have heretofore applied for citizenship in the Cherokee, Choctaw, Chickasaw, or Seminole nations, and accompanied their application with a declaration of right to citizenship in such nation, by blood or adoption, are hereby declared aliens, and shall not be entitled to citizenship in the Muscogee Nation, or to the privileges thereof.

SEC. 298. This act shall not apply to persons who have heretofore filed application for citizenship and where the cases are now pending. Adopted October 26, 1889.

The briefs submitted by counsel for claimants to citizenship in the Creek Nation and some of the oral arguments submitted to the court assail the constitutionality of this law of October 26, 1889, which is generally referred to as the "Alien act of the Creek Nation." It provides, in short, that all persons born out of the limits of the Indian Territory, and who have resided continuously out of the limits of the Muskogee Nation for twenty-one years, are aliens, and not entitled to citizenship in the Muskogee Nation or to any of the privileges thereof. It is contended by some of the counsel for claimants that this act is in conflict with section 2 of article 8 of the Creek constitution, which is as follows:

No laws taking effect upon things that occurred before the enactment of the law shall be passed.

It seems that the supreme court of the Creek Nation was called upon by the citizenship commission of the nation to render an opinion upon the constitutionality of this act. The opinion of the court is as follows:

SUPREME COURT, August 5, 1896.

HON. JAMES COLBERT, *President Citizenship Court.*

SIR: Your communication of July 22, 1896, asking the opinion of the court in the following question received, to wit: "We would respectfully request you to render an opinion upon the constitutionality of an act of the national council approved October 26, 1889, found on page 105, Compiled Laws of the Muskogee Nation, edition 1893, at as early date as possible." In answer thereto the court is of the opinion that this act is not inconsistent with the legislative functions of our council. It is only remedial in character and not retroactive. There can not be any question as to the constitutional authority of the council to enact any law of a remedial nature. It only closes the doors of our nation after a lapse of nearly seventy years. All persons having citizenship rights in our nation have certainly been afforded ample time and opportunity to ask for them. No Indian who loves his race would remain out of his country for twenty-one years unless debarred from exercising his freedom, and it is equally true that if he has thus remained away he has selected a home of his own choice with no intention of leaving it.

It is certainly in the province of the tribal council to close its doors after waiting the pleasure of these absentees for fifty years. The evident purpose of this law is simply to exclude from our nation all persons who have never placed their foot on our soil, even though they should be full-blood Creeks, and the court so construes this law.

It seems that the supreme court held that the alien act was not retroactive. It was held by the supreme court that it was certainly in the province of the tribal council to close its doors after waiting the pleasure of these absentees for fifty years. The court states in the concluding of the opinion as follows:

The evident purpose of this law is simply to exclude from our nation all persons who have never placed their foot on our soil, even though they should be full-blood Creeks, and the court so construes the meaning of this law.

The opinion of the supreme court of the Creek Nation, construing the laws of the nation, is binding upon this court. The language of the opinion in reference "to persons who have never placed their foot on our soil" evidently means all persons who have never taken up their residence in the Creek Nation. In view of this opinion of the supreme court, this court will hold that all persons who have continuously resided beyond the limits or outside of the jurisdiction of the Muskogee Nation for a period of twenty-one years as having forfeited their rights to

citizenship in the nation. Such persons can only be admitted or readmitted to citizenship in the nation by an act of the Creek council, or in pursuance of laws enacted by the council. The admission of persons to citizenship is a matter within the discretion of the lawmaking power of the nation, a discretion which has not been committed to this court by any act of Congress or by any treaty between the United States and the Creek Nation.

The Creek council, by act approved May 17, 1885, provided as follows:

That the fact that any person at any time participated in the per capita distribution of public moneys of the nation does not make such person a citizen of the Muskogee Nation, entitled to the rights and privileges of recognized citizens thereof, and shall not by any authority of the nation be accepted or considered as evidence sufficient to establish such claim.

In some of the briefs of counsel for claimants to citizenship in the nation the fact that such persons had been receiving per capita payments is urged as conclusive evidence of recognized citizenship. This court will hold, in pursuance of this act of the Creek council, that such per capita payments will not be sufficient to establish the right of such persons to citizenship in the nation.

CREEK CITIZENSHIP COMMISSION.

The national council of the Creek Nation passed an act May 30, 1895, creating and defining the duties of a citizenship commission, which was composed of five of the most competent citizens of the nation, whose duty it was to sit as a high court and try and determine and settle all and only such cases as shall involve the question of the right of citizenship of any person in the Muskogee Nation that shall be presented to it. The members of the commission were elected by the national council, and its sessions were to be held in the council house at Okmulgee, beginning in July, 1895. They were given full authority to summon witnesses and call for persons and papers. The act recognized the right of all persons who claimed citizenship in the Muskogee Nation and of all persons whose names now appeared as citizens on any census rolls taken at any time, the validity of whose citizenship shall be questioned by any responsible citizen, to appear before the commission and have their rights to citizenship determined. It is declared that the claims of negroes to citizenship in the Muskogee Nation shall be determined under the provisions of the treaty of 1866, and in cases of citizenship by reason of Indian blood the act of the national council, known as the "alien act," shall govern. It is further provided as follows:

And in any enumeration hereafter to be made of the citizens of the nation, any persons applying for registration, against whose citizenship any question may arise, shall be required to trace his or her origin to the rolls of the names of citizens to be prepared under this act.

The commission created by this act was organized in July, 1895, and continued to act as such commission until the 30th day of September, 1896. It also appears that said Creek commission on citizenship was authorized by an act approved August 10, 1896, to examine the census rolls and satisfy themselves of the correctness of the same, and to correct all the rolls by erasure of noncitizens and deceased persons and by the addition of newborn persons, and submit the rolls so amended to the October session of the council for its approval. It is stated in the brief of Colonel Du Val, counsel for the Creek Nation, that the rolls prepared by the citizenship commission were laid before the council and approved by it, and that thus for the first time there was an authenticated roll of citizenship of the Muskogee Nation approved by the council. The act of council affirming the rolls, stated by counsel, is not cited, but the confirmation of the rolls, it appears, was prior to the passage of the amendatory act of Congress passed June 7, 1897, which defined the meaning of rolls of citizenship and confirmed those as citizens whose names appeared thereon and their descendants.

SUMMARY.

This court will now proceed to consider the cases now before it on appeal from the United States commission in reference to citizenship in the Creek or Muskogee Nation. In determining who are citizens of the Muskogee Nation the following propositions will govern this court:

First. Those Indians who have separated themselves from the Creek Nation and have taken up their residence in the States and have remained out of the jurisdiction of the Muskogee Nation for a period of twenty-one years have forfeited all their rights and privileges as citizens of the nation, and such persons can not regain their citizenship unless they comply with the laws of the Creek or Muskogee Nation and be admitted to citizenship as therein provided.

Second. This court will recognize the legislation of the Creek or Muskogee Nation in reference to citizenship therein, and also the legislation creating a commission on citizenship with prescribed powers to pass upon applications for citizenship in said nation, as passed in accordance with the general legislative power of

the Creek or Muskogee Nation; and this court will respect such legislation to the extent that it may be in accordance with the Constitution and laws of the United States and the treaties made between the United States and the Creek or Muskogee Nation.

Third. That blood alone is not the test of citizenship in the Creek or Muskogee Nation. That Creek Indians, although they may be full blood, who have remained out of the jurisdiction of the Muskogee Nation for twenty-one years will be regarded as having forfeited their right to citizenship therein; and further, that bona fide residence in the nation is essential to citizenship.

Fourth. Full faith and credit will be given to the judgments of the citizenship commission, and effect will be given to the acts of the Muskogee council, unless it be made to appear that the commission acted without jurisdiction or that the judgment was procured by fraud and that acts of the council were in violation of the laws of the United States or the treaties made with the nation. The acts of the Muskogee council in the determination of applications for citizenship in the nation will be regarded as judgments of a court and will be subject to the same tests as to their validity.

Since writing this opinion, as stated heretofore, the attention of the court has been called to the fact that a large number of the cases will depend upon the fact as to whether this law was passed by the Creek council under and in pursuance of the authority given to it by its constitution and subject to the Constitution and laws of the United States. The contention has been as to the meaning of *ex post facto* laws. The Creek constitution does not use the Latin phrase, but uses such English words as express the same meaning. If this law was *ex post facto* in the sense used by the Constitution of the United States and in the sense used by the Creek Nation, it is sufficient, and this court would hold that it would not take effect upon any person until twenty-one years after the act was past, therefore it is important to determine whether this is an *ex post facto* law. In the work of Mr. Sutherland on Statutory Construction, section 465, is an exposition of the meaning of the phrase "*ex post facto*." In that section it is stated:

An authoritative exposition of *ex post facto* laws was given in an early case by the Supreme Court of the United States. (This is a case of *Calder v. Bull*, 3 Dall., 386. Chase, Justice; not Chief Justice Chase, but Justice Chase of an early day.) The prohibition in the letter is not to pass any law concerning and after the fact, but the plain and obvious meaning and intention of the prohibition is this: That the legislatures of the several States shall not pass laws after a fact done by a subject or citizen which shall have relation to such fact and shall punish him for having done it. * * * I do not think it was inserted to secure the citizen in his private rights of either property or contracts. * * * I will state what laws I consider *ex post facto* laws within the words and intent of the prohibition: First, every law that makes an action done before the passing of the law, and which was innocent when done, criminal, and punishes such action; second, every law that aggravates a crime, or makes it greater than it was when committed; third, every law that changes the punishment and inflicts a greater punishment than the law annexed to the crime when committed; fourth, every law that alters the legal rules of evidence and receives less or different testimony than the law required at the time of the commission of the offense, in order to convict the offender. All these and similar laws are manifestly unjust and oppressive. In my opinion the true distinction is between *ex post facto* laws and retrospective laws. Every *ex post facto* law must necessarily be retrospective, but every retrospective law is not an *ex post facto* law; the former only are prohibited. Every law that takes away or impairs rights vested, agreeably to existing laws, is retrospective, and is generally unjust and may be oppressive; and it is a good general rule that a law should have no retrospect; but there are cases in which laws may justly, and for the benefit of the community and also of individuals, relate to a time antecedent to their commencement, as statutes of oblivion or of pardon. They are certainly retrospective and literally, both concerning and after the facts committed. But I do not consider any law *ex post facto* within the prohibition that mollifies the rigor of the criminal law; but only those that create or aggravate the crime or increase the punishment, or change the rules of evidence for the purpose of conviction. Every law that is to have an operation before the making thereof, as to commence at an antecedent time, or to save time from the statute of limitations, or to execute acts which were unlawful, and before committed, and the like is retrospective. But such laws may be proper or necessary, as the case may be. There is a great apparent difference between making an unlawful act lawful and the making an innocent act criminal and punishing it as a crime.

This construction of the constitutional prohibition has been repeatedly affirmed in the later cases. It is settled that the term applies only to criminal and penal cases, and was not intended to prevent retrospective legislation affecting civil rights of persons or property. This last sentence that I have quoted, "It is settled that the term applies only to criminal and penal cases and was not intended to prevent retrospective legislation affecting civil rights of persons or property," is supported in the note of the citation of the following authorities: *Watson v. Mercer*, *Fletcher v. Peck*, *Ogden v. Saunders*, *Satterlee v. Matthewson*, *McCowan v. Davidson*, *Ex parte Garland*, *Kring v. Missouri*.

All of these citations are from the opinions of the Supreme Court of the United States except two. These authorities fully sustain the position which the court had reached that the passage of the act known as the "alien law," by the Creek council, was not in violation of the Creek constitution or the Constitution of the United States, and was such legislation as the council had a right to pass, and that this court will give it due force and effect.

APPENDIX NO. 13.

DECISION OF THE SUPREME COURT OF THE UNITED STATES IN CITIZENSHIP CASES.

[October term, 1898.]

William Stephens, Mattie J. Ayers, Stephen G. Ayers, Jacob S. Ayers, and Mattie Ayers, appellants, *v.* The Cherokee Nation. The Choctaw Nation, appellant, *v.* F. R. Robinson. Jennie Johnson et al., appellants, *v.* The Creek Nation. The Chickasaw Nation, appellant, *v.* Richard C. Wiggs et al.

Appeals from the United States court in the Indian Territory.

[May 15, 1899.]

By the sixteenth section of the Indian appropriation act of March 30, 1893 (27 Stat., 612, 645, c. 209), the President was authorized to appoint, by and with the advice and consent of the Senate, three commissioners "to enter into negotiations with the Cherokee Nation, Choctaw Nation, Chickasaw Nation, the Muscogee (or Creek) Nation, the Seminole Nation, for the purpose of the extinguishment of the national or tribal title to any lands within that Territory now held by any and all of such nations or tribes, either by cession of the same or some part thereof to the United States or by the allotment and division of the same in severalty among the Indians of such nations or tribes, respectively, as may be entitled to the same, or by such other method as may be agreed upon between the several nations and tribes aforesaid, or each of them, with the United States, with a view to such an adjustment, upon the basis of justice and equity, as may, with the consent of such nations or tribes of Indians, so far as may be necessary, be requisite and suitable to enable the ultimate creation of a State or States of the Union which shall embrace the lands within said Indian Territory."

The commission was appointed and entered on the discharge of its duties, and under the sundry civil appropriation act of March 2, 1895 (28 Stat., 939, c. 189), two additional members were appointed. It is commonly styled the "Dawes Commission."

The Senate on March 29, 1894, adopted the following resolution:

"Resolved, That the Committee on the Five Civilized Tribes of Indians, or any subcommittee thereof appointed by its chairman, is hereby instructed to inquire into the present condition of the Five Civilized Tribes of Indians, and of the white citizens dwelling among them, and the legislation required and appropriate to meet the needs and welfare of such Indians; and for that purpose to visit Indian Territory, to take testimony, have power to send for persons and papers, to administer oaths, and examine witnesses under oaths; and shall report the result of such inquiry, with recommendations for legislation; the actual expenses of such inquiry to be paid on approval of the chairman out of the contingent fund of the Senate."

The committee visited the Indian Territory accordingly, and made a report May 7, 1894. (Senate Report No. 377, Fifty-third Congress, second session.) In this report it was stated:

"The Indian Territory contains an area of 19,785,781 acres, and is occupied by the Five Civilized Tribes of Indians, consisting of the Cherokees, Creeks, Choctaws, Chickasaws, and Seminoles. Each tribe occupies a separate and distinct part, except that the Choctaws and Chickasaws, though occupying separately, have a common ownership of that part known as the Choctaw and Chickasaw territory, with rights and interests as recognized in their treaties as follows: The Choctaws, three-fourths, and the Chickasaws, one-fourth. The character of their title, the area of each tribe, together with the population and an epitome of the legislation concerning these Indians during the last sixty-five years, is shown by the report of the Committee on Indian Affairs, submitted to the Senate on the 26th day of July, 1892" (Senate Report No. 1079, Fifty-second Congress, first session), and so much of that report as touched on those points was set forth.

The committee then gave the population from the census of 1890, as follows: Indians, 50,055; colored Indians, colored claimants to Indian citizenship, freedmen and colored, wholly or in part, 18,636; Chinese, 13; whites, 109,393; whites and colored on military reservation, 804; population of Quapaw Agency, 1,281; or a total of 180,182; and said:

"Since the taking of the census of 1890 there has been a large accession to the population of whites who make no claim to Indian citizenship, and who are residing in the Indian Territory with the approval of the Indian authorities. It is difficult to say what the number of this class is, but it can not be less than 250,000, and it is estimated by many well-informed men as much larger than that number and as high as 300,000."

After describing the towns and settlements peopled by whites, and the character of the Indian Territory, its climate, soil, and natural wealth, the report continued:

"This section of country was set apart to the Indian with the avowed purpose of maintaining an Indian community beyond and away from the influence of white people. We stipulated that they should have unrestricted self-government and full jurisdiction over persons and property within their respective limits, and that we would protect them against intrusion of white people, and that we would not incorporate them in a political organization without their consent. Every treaty, from 1828 to and including the treaty of 1866, was based on this idea of exclusion of the Indians from the whites and nonparticipation by the whites in their political and industrial affairs. We made it possible for the Indians of that section of country to maintain their tribal relations and their Indian polity, laws, and civilization if they wished so to do. And, if now, the isolation and exclusiveness sought to be given to them by our solemn treaties is destroyed, and they are overrun by a population of strangers five times in number to their own, it is not the fault of the Government of the United States, but comes from their own acts in admitting whites to citizenship under their laws and by inviting white people to come within their jurisdiction, to become traders, farmers, and to follow professional pursuits.

"It must be assumed in considering this question that the Indians themselves have determined to abandon the policy of exclusiveness, and to freely admit white people within the Indian Territory, for it can not be possible that they can intend to demand the removal of the white people either by the Government of the United States or their own. They must have realized that when their policy of maintaining an Indian community isolated from the whites was abandoned for a time it was abandoned forever."

The committee next referred to the class of white people denominated by the Indians as intruders, in respect of whom there had been but little complaint in other sections of the Indian Territory than that of the Cherokee Nation; and went on to say:

"The Indians of the Indian Territory maintain an Indian government, have legislative bodies and executive and judicial officers. All controversies between Indian citizens are disposed of in these local courts; controversies between white people and Indians can not be settled in these courts, but must be taken into the court of the Territory established by the United States. This court was established in accordance with the provision of the treaties with the Choctaws, Chickasaws, Creeks, and Seminoles, but no such provision seems to have been made in the treaty with the Cherokees. We think it must be admitted that there is just cause of complaint among the Indians as to the character of their own courts, and a good deal of dissatisfaction has been expressed as to the course of procedure and final determination of matters submitted to these courts. The determinations of these courts are final, and, so far, the Government of the United States has not directly interfered with their determinations. Perhaps we should except the recent case where the Secretary of the Interior thought it his duty to intervene to prevent the execution of a number of Choctaw citizens."

The report then recapitulated the legislation conferring certain jurisdiction over parts of the Indian Territory on the district courts of the United States for the western district of Arkansas, the eastern district of Texas, and the district of Kansas; the establishment of the United States court in the Indian Territory; the inclusion of a portion of the Indian Territory within the boundaries of the Territory of Oklahoma, and the creation of a new Indian Territory, over parts of which the jurisdiction of the district courts of Arkansas and Texas remained; and, for reasons assigned, recommended the appointment of two additional judges for the United States court in the Indian Territory, and of additional commissioners, and that the jurisdiction of the district courts should be withdrawn.

The matter of schools was considered, and finally the question of title to the lands in the Indian Territory, and the committee stated:

"As we have said, the title to these lands is held by the tribe in trust for the people. We have shown that this trust is not being properly executed, nor will it be if left to the Indians, and the question arises. What is the duty of the Government of the United States with reference to this trust? While we have recognized these tribes as dependent nations, the Government has likewise recognized its guardianship over the Indians and its obligations to protect them in their property and personal rights.

"In the treaty with the Cherokees, made in 1846, we stipulated that they should pass laws for equal protection, and for the security of life, liberty, and property. If the tribe fails to administer its trust properly by securing to all the people of the tribe equitable participation in the common property of the tribe, there appears to be no redress for the Indian so deprived of his rights, unless the Government does interfere to administer such trust.

"Is it possible because the Government has lodged the title in the tribe in trust

that it is without power to compel the execution of the trust in accordance with the plain provisions of the treaty concerning such trust? Whatever power Congress possessed over the Indians as semidependent nations, or as persons within its jurisdiction, it still possesses, notwithstanding the several treaties may have stipulated that the Government would not exercise such power, and therefore Congress may deal with this question as if there had been no legislation save that which provided for the execution of the patent to the tribes.

"If the determination of the question whether the trust is or is not being properly executed is one for the courts and not for the legislative department of the Government, then Congress can provide by law how such questions shall be determined and how such trust shall be administered, if it is determined that it is not now being properly administered.

"It is apparent to all who are conversant with the present condition in the Indian Territory that their system of government can not continue. It is not only non-American, but it is radically wrong, and a change is imperatively demanded in the interest of the Indian and whites alike, and such change can not be much longer delayed. The situation grows worse and will continue to grow worse. There can be no modification of the system. It can not be reformed. It must be abandoned and a better one substituted. That it will be difficult to do your committee freely admit, but because it is a difficult task is no reason why Congress should not at the earliest possible moment address itself to this question."

On November 20, 1894, and November 18, 1895, the Dawes Commission made reports to Congress of the condition of affairs in the Indian Territory in respect of the manner in which lands were held by the members of the tribes, and of the manner in which the citizenship of said tribes was dealt with, finding a deplorable state of affairs and the general prevalence of misrule.

In the report of November 18, 1895, the commission, among other things, said: "It can not be possible that in any portion of this country, government, no matter what its origin, can remain peaceably for any length of time in the hands of one-fifth of the people subject to its laws. Sooner or later violence, if nothing else, will put an end to a state of affairs so abhorrent to the spirit of our institutions. But these governments are of our own creation, and rest for their very being on authority granted by the United States, who are therefore responsible for their character. It is bound by constitutional obligations to see to it that government everywhere within its jurisdiction rests on the consent of the governed. There is already painful evidence that in some parts of the Territory this attempt of a fraction to dictate terms to the whole has already reached its limit, and, if left without interference, will break up in revolution."

And the commission, after referring to tribal legislation in the Choctaw and Cherokee tribes bearing on citizenship, the manipulation of the rolls, and proceedings in Indian tribunals, stated: "The commission is of the opinion that if citizenship is left, without control or supervision, to the absolute determination of the tribal authorities, with power to decitizenize at will, the greatest injustice will be perpetrated, and many good and law-abiding citizens reduced to beggary."

And further:

"The commission is compelled to report that so long as power in these nations remains in the hands of those now exercising it, further effort to induce them by negotiation to voluntarily agree upon a change that will restore to the people the benefit of the tribal property and that security and order in government enjoyed by the people of the United States will be in vain.

"The commission is therefore brought to the consideration of the question: What is the duty of the United States Government toward the people, Indian citizens and United States citizens, residing in this Territory under governments which it has itself erected within its own borders?

"No one conversant with the situation can doubt that it is impossible of continuance. It is of a nature that inevitably grows worse, and has in itself no power of regeneration. Its own history bears testimony to this truth. The condition is every day becoming more acute and serious. It has as little power as disposition for self reform.

"Nothing has been made more clear to the commission than that change, if it comes at all, must be wrought out by the authority of the United States. This people have been wisely given every opportunity and tendered every possible assistance to make this change for themselves, but they have persistently refused and insist upon being left to continue present conditions.

"There is no alternative left to the United States but to assume the responsibility for future conditions in this Territory. It has created the forms of government which have brought about these results, and the continuance rests on its authority. Knowledge of how the power granted to govern themselves has been perverted takes away from the United States all justification for further delay. Insecurity of life and person and property increasing every day makes immediate action imperative.

"The pretense that the Government is debarred by treaty obligations from interference in the present condition of affairs in this Territory is without foundation. The present conditions are not 'treaty conditions.' There is not only no treaty obligation on the part of the United States to maintain or even to permit the present condition of affairs in the Indian Territory, but on the contrary the whole structure and tenor of the treaties forbid it. If our Government is obligated to maintain the treaties according to their original intent and purpose, it is obligated to blot out at once present conditions. It has been most clearly shown that a restoration of the treaty status is not only an impossibility, but if a possibility, would be disastrous to this people and against the wishes of all, people and governments alike. The cry, therefore, of those who have brought about this condition of affairs, to be let alone, not only finds no shelter in treaty obligations but is a plea for permission to further violate those provisions.

"The commission is compelled by the evidence forced upon them during its examination into the administration of the so-called governments in this Territory to report that these governments in all their branches are wholly corrupt, irresponsible, and unworthy to be longer trusted with the care and control of the money and other property of Indian citizens, much less their lives, which they scarcely pretend to protect."

By the Indian appropriation act of June 10, 1896 (29 Stat., 321, 339, c. 398), the commission was "directed to continue the exercise of the authority already conferred upon them by law, and endeavor to accomplish the objects heretofore prescribed to them, and report from time to time to Congress;" and it was further provided as follows:

"That said commission is further authorized and directed to proceed at once to hear and determine the application of all persons who may apply to them for citizenship in any of said nations, and after such hearing shall determine the right of such applicant to be so admitted and enrolled: *Provided, however,* That such application shall be made to such commissioners within three months after the passage of this act.

"The said commission shall decide all such applications within ninety days after the same shall be made.

"That in determining all such applications said commission shall respect all laws of the several nations or tribes, not inconsistent with the laws of the United States, and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes: *And provided further,* That the rolls of citizenship of the several tribes as now existing are hereby confirmed, and any person who shall claim to be entitled to be added to said rolls as a citizen of either of said tribes and whose right thereto has either been denied or not acted upon, or any citizen who may within three months from and after the passage of this act desire such citizenship, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, and such court or committee shall determine such application within thirty days from the date thereof.

"In the performance of such duties said commission shall have power and authority to administer oaths, to issue process for and compel the attendance of witnesses, and to send for persons and papers, and all depositions and affidavits and other evidence in any form whatsoever heretofore taken where the witnesses giving said testimony are dead or now residing beyond the limits of said Territory, and to use every fair and reasonable means within their reach for the purpose of determining the rights of persons claiming such citizenship, or to protect any of said nations from fraud or wrong, and the rolls so prepared by them shall be hereafter held and considered to be the true and correct rolls of persons entitled to the rights of citizenship in said several tribes: *Provided,* That if the tribe, or any person, be aggrieved with the decision of the tribal authorities or the commission provided for in this act, it or he may appeal from such decision to the United States district court: *Provided, however,* That the appeal shall be taken within sixty days, and the judgment of the court shall be final.

"That the said commission, after the expiration of six months, shall cause a complete roll of citizenship of each of said nations to be made up from their records, and add thereto the names of citizens whose right may be conferred under this act, and said rolls shall be, and are hereby, made rolls of citizenship of said nations or tribes, subject, however, to the determination of the United States courts, as provided herein.

"The commission is hereby required to file the lists of members as they finally approve them with the Commissioner of Indian Affairs, to remain there for use as the final judgment of the duly constituted authorities. And said commission shall also make a roll of freedmen entitled to citizenship in said tribes and shall include their names in the lists of members to be filed with the Commissioner of Indian Affairs."

By the act of March 1, 1889, entitled "An act to establish a United States court in

the Indian Territory, and for other purposes" (25 Stat., 783, c. 333), a United States court was established, with a single judge, whose jurisdiction extended over the Indian Territory, and it was provided that two terms of said court should be held each year at Muscogee, in said Territory, on the first Mondays of April and September, and such special sessions as might be necessary for the dispatch of business in said court at such times as the judge might deem expedient.

On May 2, 1890, an act was passed "to provide a temporary government for the Territory of Oklahoma, to enlarge the jurisdiction of the United States court in the Indian Territory, and for other purposes" (26 Stat., 81, 93, c. 182), which enacted "that for the purpose of holding terms of said court, said Indian Territory is hereby divided into three divisions, to be known as the first, second, and third divisions;" the divisions were defined; the places in each division where court should be held were enumerated, and it was provided that the "judge of said court shall hold at least two terms of said court in each year in each of the divisions aforesaid, at such regular times as such judge shall fix and determine."

March 18, 1895, an act was approved, entitled "An act to provide for the appointment of additional judges of the United States court in the Indian Territory." (28 Stat., 693, c. 145.) The first section of this act declared: "That the territory known as the Indian Territory, now within the jurisdiction of the United States court in said Territory, is hereby divided into three judicial districts, to be known as the northern, central, and southern districts, and at least two terms of the United States court in the Indian Territory shall be held each year at each place of holding court in each district at such regular times as the judge for each district shall fix and determine. The northern district shall consist of all the Creek country, all of the Seminole country, all of the Cherokee country, all of the country occupied by the Indian tribes in the Quapaw-Indian Agency, and the townsite of the Miami Townsite Company. * * * The central district shall consist of all the Choctaw country. * * * The southern district shall consist of all the Chickasaw country."

The act provided for two additional judges for the court, one of whom should be judge of the northern district, and the other judge of the southern district, and that the judge then in office should be judge of the central district. The judges were clothed with all the authority, both in term time and in vacation, as to all causes, both criminal and civil, that might be brought in said district, and the same superintending control over commissioners' courts therein, the same authority in the judicial districts to issue writs of *habeas corpus*, etc., as by law vested in the judge of the United States court in the Indian Territory or in the circuit or district courts of the United States. The judge of each district was authorized and empowered to hold court in any other district for the trial of any cause which the judge of such other district was disqualified from trying, and whenever on account of sickness or for any other reason the judge of any district was unable to perform the duties of his office, it was provided that either of the judges might act in his stead in term time or vacation. All laws theretofore enacted conferring jurisdiction upon the United States courts held in Arkansas, Kansas, and Texas, outside of the limits of the Indian Territory as defined by law as to offenses committed within the Territory, were repealed and their jurisdiction conferred after September 1, 1896, on the "United States courts in the Indian Territory."

By section 11 of this act it was provided:

"SEC. 11. That the judges of said court shall constitute a court of appeals, to be presided over by the judge oldest in commission as chief justice of said court; and said court shall have such jurisdiction and powers in said Indian Territory and such general superintending control over the courts thereof as is conferred upon the supreme court of Arkansas over the courts thereof by the laws of said State, as provided by chapter forty of Mansfield's Digest of the Laws of Arkansas, and the provisions of said chapter, so far as they relate to the jurisdiction and powers of said supreme court of Arkansas as to appeals and writs of error, and as to the trial and decision of causes, so far as they are applicable, shall be, and they are hereby, extended over and put in force in the Indian Territory; and appeals and writs of error from said court in said districts to said appellate court, in criminal cases, shall be prosecuted under the provisions of chapter forty-six of said Mansfield's Digest, by this act put in force in the Indian Territory. But no one of said judges shall sit in said appellate court in the determination of any cause in which an appeal is prosecuted from the decision of any court over which he presided. In case of said presiding judge being absent, the judge next oldest in commission shall preside over said appellate court, and in such case two of said judges shall constitute a quorum. In all cases where the court is equally divided in opinion, the judgment of the court below shall stand affirmed.

"Writs of error and appeals from the final decisions of said appellate court shall be allowed, and may be taken to the circuit court of appeals for the eighth judicial circuit in the same manner and under the same regulations as appeals are taken from the circuit courts of the United States. Said appellate court shall appoint its own

clerk, who shall hold his office at the pleasure of said court, and who shall receive a salary of one thousand two hundred dollars per annum. The marshal of the district wherein such appellate court shall be held shall be marshal of such court. Said appellate court shall be held at South McAlester, in the Choctaw Nation, and it shall hold two terms in each year, at such times and for such periods as may be fixed by the court."

By the Indian appropriation act of June 7, 1897 (30 Stat., 84, c. 3), provision was made for the appointment of an additional judge for the United States court in the Indian Territory, who was to hold court at such places in the several judicial districts therein, and at such times as the appellate court of the Territory might designate. This judge was to be a member of the appellate court and have all the authority, exercise all the powers, and perform the like duties as the other judges of the court, and it was " *Provided*, That no one of said judges shall sit in the hearing of any case in said appellate court which was decided by him."

By this act of June 7, 1897, it was also provided:

"That the commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship except an interest in the Choctaw annuities: *Provided further*, That on and after January first, eighteen hundred and ninety-eight, the United States courts in said Territory shall have original and exclusive jurisdiction and authority to try and determine all civil causes in law and equity thereafter instituted, and all criminal causes for the punishment of any offense committed after January first, eighteen hundred and ninety-eight, by any person in said Territory, and the United States commissioners in said Territory shall have and exercise the powers and jurisdiction already conferred upon them by existing laws of the United States as respects all persons and property in said Territory; and the laws of the United States and the State of Arkansas in force in the Territory shall apply to all persons therein, irrespective of race, said courts exercising jurisdiction thereof as now conferred upon them in the trial of like causes; and any citizen of any one of said tribes otherwise qualified who can speak and understand the English language may serve as a juror in any of said courts.

"That said commission shall continue to exercise all authority heretofore conferred on it by law to negotiate with the Five Tribes, and any agreement made by it with any one of said tribes, when ratified, shall operate to suspend any provisions of this act if in conflict therewith as to said nation: *Provided*, That the words 'rolls of citizenship,' as used in the act of June tenth, eighteen hundred and ninety-six, making appropriations for current and contingent expenses of the Indian Department and fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety seven, shall be construed to mean the last authenticated rolls of each tribe which have been approved by the council of the nation, and the descendants of those appearing on such rolls, and such additional names and their descendants as have been subsequently added, either by the council of such nation, the duly authorized courts thereof, or the commission under the act of June tenth, eighteen hundred and ninety-six. And all other names appearing upon such rolls shall be open to investigation by such commission for a period of six months after the passage of this act. And any name appearing on such rolls and not confirmed by the act of June tenth, eighteen hundred and ninety-six, as herein construed, may be stricken therefrom by such commission where the party affected shall have ten days' previous notice that said commission will investigate and determine the right of such party to remain upon such roll as a citizen of such nation: *Provided also*, That any one whose name shall be stricken from the roll by such commission shall have the right of appeal, as provided in the act of June tenth, eighteen hundred and ninety-six.

"That on and after January first, eighteen hundred and ninety-eight, all acts, ordinances, and resolutions of the council of either of the aforesaid Five Tribes passed shall be certified immediately upon their passage to the President of the United States and shall not take effect, if disapproved by him, or until thirty days after their passage: *Provided*, That this act shall not apply to resolutions for adjournment, or any acts, or resolutions, or ordinances in relation to negotiations with commissioners heretofore appointed to treat with said tribes."

From the annual report of the commission of October 3, 1897, it appears that there had been presented, in accordance with the provisions of the act of 1896, "some seven thousand five hundred claims, representing nearly, if not quite, seventy five thousand individuals, each claim requiring a separate adjudication upon the evidence upon which it rested;" and that "about one thousand appeals have been taken from the decisions of the commission. And the commission said: "The condition to which these Five Tribes have been brought by their wide departure in the administration of the governments which the United States committed to their own hands, and in the uses to which they have put the vast tribal wealth with which

they were intrusted for the common enjoyment of all their people, has been fully set forth in former reports of the commission as well as in the reports of Congressional committees commissioned to make inquiry on the ground. It would be but repetition to attempt again a recital. Longer service among them and greater familiarity with their condition have left nothing to modify either of fact or conclusion in former reports, but on the contrary have strengthened convictions that there can be no cure of the evils engendered by the perversion of these great trusts but their resumption by the government which created them."

June 28, 1898, an act was approved entitled "An act for the protection of the people of the Indian Territory, and for other purposes." (30 Stat., 495, c. 517.) The second section read:

"SEC. 2. That when in the progress of any civil suit, either in law or equity, pending in the United States court in any district in said Territory, it shall appear to the court that the property of any tribe is in any way affected by the issues being heard, said court is hereby authorized and required to make said tribe a party to said suit by service upon the chief or governor of the tribe, and the suit shall thereafter be conducted and determined as if said tribe had been an original party to said action."

And the third and eleventh sections in part:

"SEC. 3. That said courts are hereby given jurisdiction in their respective districts to try cases against those who may claim to hold as members of a tribe and whose membership is denied by the tribe, but who continue to hold said lands and tenements notwithstanding the objection of the tribe; and if it be found upon trial that the same are held unlawfully against the tribe by those claiming to be members thereof, and the membership and right are disallowed by the Commission to the Five Tribes, or the United States court, and the judgment has become final, then said court shall cause the parties charged with unlawfully holding said possessions to be removed from the same and cause the lands and tenements to be restored to the person or persons or nation or tribe of Indians entitled to the possession of the same."

* * * * *

"SEC. 11. That when the roll of citizenship of any one of said nations or tribes is fully completed as provided by law, and the survey of the lands of said nation or tribe is also completed, the commission heretofore appointed under acts of Congress, and known as the 'Dawes Commission,' shall proceed to allot the exclusive use and occupancy of the surface of all the lands of said nation or tribe susceptible of allotment among the citizens thereof, as shown by said roll, giving to each, so far as possible, his fair and equal share thereof, considering the nature and fertility of the soil, location, and value of same. . . . When such allotment of the lands of any tribe has been by them completed, said commission shall make full report thereof to the Secretary of the Interior for his approval: *Provided*, That nothing herein contained shall in any way affect any vested legal rights which may have been heretofore granted by act of Congress, nor be so construed as to confer any additional rights upon any parties claiming under any such act of Congress: *Provided further*, That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home if the holder so desires: *Provided further*, That if the person to whom an allotment shall have been made shall be declared, upon appeal as herein provided for, by any of the courts of the United States in or for the aforesaid Territory, to have been illegally accorded rights of citizenship, and for that or any other reason declared to be not entitled to any allotment, he shall be ousted and ejected from said lands."

Section 21 was as follows:

"That in making rolls of citizenship of the several tribes, as required by law, the Commission to the Five Civilized Tribes is authorized and directed to take the roll of Cherokee citizens of eighteen hundred and eighty (not including freedmen) as the only roll intended to be confirmed by this and preceding acts of Congress, and to enroll all persons now living whose names are found on said roll, and all descendants born since the date of said roll to persons whose names are found thereon; and all persons who have been enrolled by the tribal authorities who have heretofore made permanent settlement in the Cherokee Nation whose parents, by reason of their Cherokee blood, have been lawfully admitted to citizenship by the tribal authorities, and who were minors when their parents were so admitted; and they shall investigate the right of all other persons whose names are found on any other rolls and omit all such as may have been placed thereon by fraud or without authority of law, enrolling only such as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to citizenship under Cherokee laws.

"It shall make a roll of Cherokee freedmen in strict compliance with the decree

of the Court of Claims rendered the third day of February, eighteen hundred and ninety-six.¹

"Said commission is authorized and directed to make correct rolls of the citizens by blood of all the other tribes, eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to Choctaw and Chickasaw citizenship under the treaties and the laws of said tribes.

"Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation concluded September twenty-seventh, eighteen hundred and thirty, and to that end they may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior.

"The roll of Creek freedmen made by J. W. Dunn, under authority of the United States, prior to March fourteenth, eighteen hundred and sixty-seven, is hereby confirmed, and said commission is directed to enroll all persons now living whose names are found on said rolls, and all descendants born since the date of said roll to persons whose names are found thereon, with such other persons of African descent as may have been rightfully admitted by the lawful authorities of the Creek Nation.

"It shall make a correct roll of all Choctaw freedmen entitled to citizenship under the treaties and laws of the Choctaw Nation, and all their descendants born to them since the date of the treaty.

"It shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty; and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined in such manner as shall be hereafter provided by Congress.

"The several tribes may, by agreement, determine the right of persons who for any reason may claim citizenship in two or more tribes and to allotment of lands and distribution of moneys belonging to each tribe, but if no such agreement be made, then such claimant shall be entitled to such rights in one tribe only, and may elect in which tribe he will take such right; but if he fail or refuse to make such selection in due time he shall be enrolled in the tribe with whom he has resided and there be given such allotment and distributions, and not elsewhere.

"No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship: *Provided, however,* That nothing contained in this act shall be so construed as to militate against any rights or privileges which the Mississippi Choctaws may have under the laws of or the treaties with the United States.

"Said commission shall make such rolls descriptive of the persons thereon, so that they may be thereby identified, and it is authorized to take a census of each of said

¹ Article IX of the treaty of July 19, 1866, with the Cherokee Nation (14 Stat., 799, 801), is as follows: "The Cherokee Nation having, voluntarily, in February, eighteen hundred and sixty-three, by an act of their national council, forever abolished slavery, hereby covenant and agree that never hereafter shall either slavery or involuntary servitude exist in their nation otherwise than in the punishment of crime, whereof the party shall have been duly convicted, in accordance with laws applicable to all the members of said tribe alike. They further agree that all freedmen who have been liberated by voluntary act of their former owners or by law, as well as all free colored persons who were in the country at the commencement of the rebellion, and are now residents therein or who may return within six months, and their descendants, shall have all the rights of native Cherokees: *Provided,* That owners of slaves so emancipated in the Cherokee Nation shall never receive any compensation or pay for the slaves so emancipated."

Referring to that article, the Court of Claims, February 18, 1896, transmitted a communication to the Commissioner of Indian Affairs, stating: "The court is of the opinion that the clauses in that article in these words, 'and are now residents therein or who may return within six months, and their descendants,' were intended, for the protection of the Cherokee Nation, as a limitation upon the number of persons who might avail themselves of the provisions of the treaty, and consequently that they refer to both the freedmen and the free colored persons previously named in the article; that is to say, freedmen and the descendants of freedmen who did not return within six months are excluded from the benefits of the treaty and of the decree. The court is also of the opinion that this period of six months extends from the date of the promulgation of the treaty, August 11, 1866, and consequently did not expire until February 11, 1867." (31 Ct. Cls., 148.)

tribes or to adopt any other means by them deemed necessary to enable them to make such rolls. They shall have access to all rolls and records of the several tribes, and the United States court in Indian Territory shall have jurisdiction to compel the officers of the tribal governments and custodians of such rolls and records to deliver same to said commission, and on their refusal or failure to do so to punish them as for contempt, as also to require all citizens of said tribes and persons who should be so enrolled to appear before said commission for enrollment, at such times and places as may be fixed by said commission, and to enforce obedience of all others concerned, so far as the same may be necessary to enable said commission to make rolls as herein required, and to punish any one who may in any manner or by any means obstruct said work.

"The rolls so made, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon, with their descendants thereafter born to them, with such persons as may intermarry according to tribal laws, shall alone constitute the several tribes which they represent.

"The members of said commission shall, in performing all duties required of them by law, have authority to administer oaths, examine witnesses, and send for persons and papers; and any person who shall willfully and knowingly make any false affidavit or oath to any material fact or matter before any member of said commission, or before any other officer authorized to administer oaths, to any affidavit or other paper to be filed or oath taken before said commission, shall be deemed guilty of perjury, and on conviction thereof shall be punished as for such offense."

"Sec. 26. That on and after the passage of this act the laws of the various tribes or nations of Indians shall not be enforced at law or in equity by the courts of the United States in the Indian Territory."

"Sec. 28. That on the first day of July, eighteen hundred and ninety-eight, all tribal courts in Indian Territory shall be abolished, and no officer of said courts shall thereafter have any authority whatever to do or perform any act theretofore authorized by any law in connection with said courts or to receive any pay for same; and all civil and criminal causes then pending in any such court shall be transferred to the United States court in said Territory by filing with the clerk of the court the original papers in the suit: *Provided*, That this section shall not be in force as to the Chickasaw, Choctaw, and Creek tribes or nations until the first day of October, eighteen hundred and ninety-eight."

Section 29 ratified the agreement made by the commission with commissions representing the Choctaw and Chickasaw tribes, April 23, 1897, as amended by the act, and for its going into effect if ratified before December 1, 1898, by a majority of the whole number of votes cast by the members of said tribes at an election held for that purpose: "*Provided*, That no person whose right to citizenship in either of said tribes or nations is now contested in original or appellate proceedings before any United States court shall be permitted to vote at said election;" "and if said agreement as amended be so ratified the provisions of this act shall then only apply to said tribes where the same do not conflict with the provisions of said agreement."

Then followed the agreement referred to, containing provisions as to allotments, railroads, town sites, mines, jurisdiction of courts, and tribal legislation, and stating: "It is further agreed, in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for the period of eight years from the fourth day of March, eighteen hundred and ninety-eight. This stipulation is made in the belief that the tribal governments so modified will prove so satisfactory that there will be no need or desire for further change till the lands now occupied by the Five Civilized Tribes shall, in the opinion of Congress, be prepared for admission as a State in the Union. But this provision shall not be construed to be in any respect an abdication by Congress of power at any time to make needful rules and regulations respecting said tribes." The agreement was ratified by the two nations in August, 1898. (Rep. Com. Ind. Affairs, 1898, p. 77.)

Section 30 made similar provision in respect of an agreement with the Creek Nation, which is set forth.

The Indian appropriation act of July 1, 1898 (30 Stat., 571, 591, ch. 545), continued the authority theretofore conferred on the commission by law, and contained this provision:

"Appeals shall be allowed from the United States courts in the Indian Territory direct to the Supreme Court of the United States to either party, in all citizenship cases, and in all cases between either of the Five Civilized Tribes and the United States involving the constitutionality or validity of any legislation affecting citizenship, or the allotment of lands, in the Indian Territory, under the rules and regulations governing appeals to said court in other cases: *Provided*, That appeals in cases decided prior to this act must be perfected in one hundred and twenty days from its passage; and in cases decided subsequent thereto within sixty days from final judgment; but in no such case shall the work of the Commission to the Five Civilized

Tribes be enjoined or suspended by any proceeding in, or order of, any court, or of any judge, until after final judgment in the Supreme Court of the United States. In cases of appeals as aforesaid it shall be the duty of the Supreme Court to advance such cases on the docket and dispose of the same as early as possible."

Thereupon numerous appeals were prosecuted to this court, of which 166 were submitted on printed briefs, with oral argument in many of them. Four of these appeals are set out in the title, numbered 423, 453, 461, 496, and the remaining 162 are enumerated in the margin.¹

The proceedings in these four appeals are sufficiently stated as follows:

NO. 423.—STEPHENS ET AL. v. THE CHEROKEE NATION.

William Stephens; Mattie J. Ayres, his daughter; Stephen G. Ayres, Jacob S. Ayres, and Mattie Ayres, his grandchildren, applied to the Dawes Commission for admission to citizenship in the Cherokee Nation August 9, 1896; the nation answered, denying the jurisdiction of the commission, and on the merits; and the application was rejected, whereupon applicants appealed to the United States court in the Indian Territory, northern district, where the cause was referred to a special master, who reported on the evidence that the applicants were Cherokee Indians by blood. The court, Springer, J., accepted the findings of the master that William Stephens was one-fourth Indian and three-fourths white; that he was born in the State of Ohio; that his father was a white man and a citizen of the United States; that his mother's name was Sarah, and that she was a daughter of William Ellington Shoe-Boots, and that her father was known as Captain Shoe-Boots in the old Cherokee Nation; that his mother was born in the State of Kentucky, and that she moved afterwards to the State of Ohio, where she was married to Robert Stephens, the father of William; that William Stephens came to the Cherokee Nation, Indian Territory, in 1873, and has resided in the Cherokee Nation ever since; that soon after he came to the Cherokee Nation he made application for his mother and himself to be readmitted as citizens of that nation; that the commission who heard the case was convinced of the genuineness of his claim to Cherokee blood, and so reported to the chief, but rejected his application on a technical ground; that the chief, in a message to the council, stated that he was convinced of the honesty and genuineness of the claim, and wished the council to pass an act recognizing Stephens as a full citizen; but this was never done. The court, referring to the master's report, said:

"It is further stated that he has improved considerable property in the nation, and has continuously lived there as a Cherokee citizen, and at one time was per-

¹ No. 436, Cobb et al. v. Cherokee Nation; No. 438, Coldwell et al. v. Choctaw Nation; No. 445, Castoe et al. v. Cherokee Nation; No. 446, Anderson et al. v. Cherokee Nation; No. 447, Clark et al. v. Choctaw Nation; No. 449, Choctaw Nation v. Mickle et al.; No. 450, Same v. Skaggs; No. 451, Same v. Godard et al.; No. 452, Same v. Grady; No. 454, Morgan et al. v. Creek Nation; No. 456, Bridges et al. v. Creek Nation; No. 457, Cherokee Nation v. Parker et al.; No. 458, Same v. Gilliam et al.; No. 459, Bell et al. v. Cherokee Nation; No. 460, Truitt et al. v. Cherokee Nation; No. 464, Jordan et al. v. Cherokee Nation; No. 465, Ward et al. v. Cherokee Nation; No. 466, Wassom et al. v. Muskogee or Creek Nation; No. 469, Chickasaw Nation v. Roff et al.; No. 470, Same v. Troop; No. 471, Same v. Love; No. 472, Same v. Hill et al.; No. 473, Same v. Thompson et al.; No. 474, Same v. Love; No. 475, Same v. Poe et al.; No. 476, Same v. McDuffie et al.; No. 477, Same v. McKinney et al.; No. 478, Same v. Bounds et al.; No. 479, Same v. King et al.; No. 480, Same v. Washington et al.; No. 481, Same v. Fitzhugh et al.; No. 482, Same v. Jones et al.; No. 483, Same v. Sparks et al.; No. 484, Same v. Hill et al.; No. 485, Same v. Arnold et al.; No. 486, Same v. Brown et al.; No. 487, Same v. Joines et al.; No. 488, Same v. Halford et al.; No. 489, Same v. Poyner et al.; No. 490, Same v. Albright et al.; No. 491, Same v. Doak et al.; No. 492, Same v. Passmore; No. 493, Same v. Laffin et al.; No. 494, Same v. Law et al.; No. 495, Same v. Saey; No. 497, Same v. Woody et al.; No. 498, Same v. Cornish et al.; No. 499, Same v. McSwain; No. 500, Same v. Standifer; No. 501, Same v. Bradley et al.; No. 502, Same v. Alexander et al.; No. 503, Same v. Sparks et al.; No. 504, Same v. Story et al.; No. 505, Same v. Archard et al.; No. 506, Same v. Keys; No. 507, Same v. McCoy; No. 508, Same v. Vaughan et al.; No. 509, Same v. Dorchester et al.; No. 510, Same v. Duncan; No. 511, Same v. Phillips et al.; No. 512, Same v. Lancaster; No. 513, Same v. Goldsby et al.; No. 514, Same v. East et al.; No. 515, Same v. Bradshaw et al.; No. 516, Same v. Graham et al.; No. 517, Same v. Burch et al.; No. 518, Same v. Palmer et al.; No. 519, Same v. Watkins et al.; No. 520, Same v. Holder et al.; No. 521, Same v. Jones et al.; No. 522, Same v. Worthy et al.; No. 523, Same v. Sartin et al.; No. 524, Same v. Woolsey et al.; No. 525, Same v. Arnold et al.; No. 526, Same v. Paul et al.; No. 527, Same v. Peery et al.; No. 528, Same v. Stinnet; No. 529, Same v. Stinnett et al.; No. 530, Same v. Duncan; No. 531, Same v. Lea et al.; No. 532, Same v. Hamilton; No. 533, Same v.

mitted to vote in a Cherokee election. It appears from the evidence in the case that this applicant comes within the following provision of the Cherokee constitution: 'Whenever any citizen shall remove with his effects out of the limits of this nation and becomes a citizen of any other government, all his rights and privileges as a citizen of this nation shall cease: *Provided, nevertheless,* That the national council shall have power to readmit by law to all the rights of citizenship any such person or persons who may at any time desire to return to the nation on memorializing the national council for such readmission.' There was a provision precisely similar to this in the constitution of the old Cherokee Nation as it existed prior to the removal of the tribe west of the Mississippi River. The provision just quoted is from the constitution of the Cherokee Nation as now constituted.

"The mother of the principal claimant, as heretofore stated, was born in the State of Kentucky, and from that State she moved to the State of Ohio, where she married the father of the principal claimant in this case. Her status was then fixed as that of one who had taken up a residence in the States. She had ceased to be a citizen of the Cherokee Nation, and she can not be readmitted to citizenship in the nation except by complying with the constitution and laws of the nation as declared by the Supreme Court in the case of The Eastern Band of Cherokee Indians against The Cherokee Nation and The United States.

"The master states the claimant was rejected by the commission of the Cherokee Nation upon a technical ground. The ground upon which the decision was based was that the names of the claimants did not appear upon any of the authenticated rolls of the present Cherokee Nation or of the old Cherokee Nation. The commission which passed upon his application was created under the act of the council of December 8, 1886.

"Robert Stephens, the father of the principal claimant in this case, was a citizen of the United States and a resident of the State of Ohio, and the mother of the claimant William Stephens had abandoned the Cherokee Nation and ceased to be a citizen thereof. Therefore the principal claimant at the time of his birth was a citizen of the United States, taking the status of his father. I doubt whether he could become a citizen of the Cherokee Nation without the affirmative action of the Cherokee council. The evidence fails to disclose that he has ever applied to any of the commissions that had jurisdiction to admit him as a citizen of the Cherokee Nation. The commission to which he did apply for enrollment as a citizen of the Cherokee Nation having held that his name did not appear upon any of the Cherokee rolls of citizenship, his application was rejected. He never having been admitted to citizenship, as required by the constitution and laws of the Cherokee Nation, the judgment of the United States commission rejecting this case is affirmed, and the

Pitman; No. 534, Same v. Carson et al.; No. 535, Same v. Shanks et al.; No. 536, Same v. Paul; No. 537, Clark et al. v. Creek or Muscogee Nation; No. 538, Tulk et al. v. Same; No. 539, Hubbard et al. v. Cherokee Nation; No. 540, McAnnally et al. v. Same; No. 541, Brashear et al. v. Same; No. 542, Condry et al. v. Same; No. 543, Dial et al. v. Same; No. 544, Munson et al. v. Same; No. 545, Hubbard et al. v. Same; No. 546, Trotter et al. v. Same; No. 547, Hill et al. v. Same; No. 548, Russell et al. v. Same; No. 549, Baird et al. v. Same; No. 550, Binns et al. v. Same; No. 551, Smith et al. v. Same; No. 552, Henley et al. v. Same; No. 553, Same v. Same; No. 554, McKee et al. v. Same; No. 555, Singleton et al. v. Same; No. 556, Brown et al. v. Same; No. 557, Flippin et al. v. Same; No. 558, Gambill et al. v. Same; No. 559, Brewer et al. v. Same; No. 560, Abercrombie et al. v. Same; No. 561, Watts et al. v. Same; No. 562, Hackett et al. v. Same; No. 563, Pace et al. v. Same; No. 564, Teague et al. v. Same; No. 565, Earp et al. v. Same; No. 566, Mayberry et al. v. Same; No. 567, Bailes v. Same; No. 568, Lloyd v. Same; No. 569, Rutherford et al. v. Same; No. 570, Braught et al. v. Same; No. 571, Black et al. v. Same; No. 572, Archer et al. v. Same; No. 573, Hopper et al. v. Same; No. 574, Bayes et al. v. Same; No. 575, Rowell et al. v. Same; No. 576, Armstrong et al. v. Same; No. 577, Goin et al. v. Same; No. 578, Bennight et al. v. Choctaw Nation; No. 579, Wade et al. v. Cherokee Nation; No. 582, Choctaw Nation v. Jones et al.; No. 583, Same v. Goodall et al.; No. 584, Same v. Bottoms et al.; No. 585, Same v. Brooks et al.; No. 586, Same v. Blake et al.; No. 587, Same v. Randolph et al.; No. 588, Same v. Goins et al.; No. 589, Same v. Dutton et al.; No. 590, Same v. Thomas; No. 591, Same v. Jones et al.; No. 592, Meredith et al. v. Cherokee Nation; No. 593, Poindexter et al. v. Same; No. 598, Steen et al. v. Same; No. 599, Couch et al. v. Same; No. 600, Pressley et al. v. Same; No. 601, Elliott et al. v. Same; No. 608, Walker et al. v. Same; No. 609, Harrison et al. v. Same; No. 612, Watts et al. v. Same; No. 613, Hazlewood et al. v. Same; No. 614, Frakes et al. v. Same; No. 615, Harper et al. v. Same; No. 616, Armstrong et al. v. Same; No. 617, Rogers et al. v. Same; No. 618, Isbell et al. v. Same; No. 619, Wiltenberger et al. v. Same; No. 637, Baker v. Creek Nation; No. 643, Caie v. Choctaw Nation; No. 644, Cundiff et al. v. Same; No. 645, Slayton et al. v. Same; No. 646, Willis et al. v. Same; No. 647, Coppedge v. Same; No. 648, Nabors et al. v. Same; No. 651, Phillips et al. v. Same.

application of the claimants to be enrolled as citizens of the Cherokee Nation is denied."

Judgment affirming the decision of the Dawes Commission refusing applicants' enrollment and admission as citizens of the Cherokee Nation was entered December 16, 1897, whereupon a motion for rehearing was filed, which was finally overruled June 23, 1898, and judgment again entered that applicants "be not admitted and enrolled as citizens of the Cherokee Nation, Indian Territory." From these decrees applicants prayed an appeal to this court August 29, 1898, which was allowed and perfected September 2, 1898, and the record filed here October 3, 1898.

NO. 453.—THE CHOCTAW NATION *v.* F. R. ROBINSON.

September 7, 1896, F. R. Robinson applied to the Dawes Commission to be enrolled as an intermarried citizen. His petition set forth that he was a white man; that he married a woman of Choctaw and Chickasaw blood September 21, 1873, by which marriage he had five children; that she died, and he married a white woman August 10, 1884, with whom he was still living. The Choctaw Nation answered, objecting that the Dawes Commission had no jurisdiction because the act of Congress creating it was unconstitutional and void; that Robinson had not applied for citizenship to the tribunal of the Choctaw Nation constituted to try questions of citizenship; and that he ought not to be enrolled "because he has not shown by his evidence that he has not forfeited his rights as such citizen by abandonment or remarriage." The Dawes Commission granted the application, and thereupon the Choctaw Nation appealed to the United States court in the Indian Territory, central district. The cause was referred to a master, who made a report, and thereafter, June 29, 1897, the court, Clayton, J., found that Robinson was "a member and citizen of the Choctaw Nation by intermarriage, having heretofore been legally and in compliance with the laws of the Choctaw Nation married to a Choctaw woman by blood, and that said F. R. Robinson was by the duly constituted authorities of the Choctaw Nation placed upon the last roll of the members and citizens of the Choctaw Nation prepared by the said Choctaw authorities, and that his name is now upon the last completed rolls of the members and citizens of the said Choctaw Nation," and thereupon decreed that Robinson was "a member and citizen, by intermarriage with the Choctaw Nation, and entitled to all the rights, privileges, immunities, and benefits in said nation as such intermarried citizen and said member," and directed a certified copy of the judgment to be transmitted to the commission. From this decree the Choctaw Nation prayed an appeal September 21, 1898, which was on that day allowed and perfected.

NO. 461.—JENNIE JOHNSON ET AL. *v.* THE CREEK NATION.

This was a petition of Jennie Johnson and others to the Dawes Commission for admission to citizenship and membership in the Creek Nation. It seems to have been presented August 10, 1896, on behalf of one hundred and twelve applicants, to have been granted as to sixty-two, and to have been denied as to fifty-seven, by whom an appeal was taken to the United States court in the Indian Territory, northern district. The cause was referred to a special master, and on June 16, 1898, the court, Springer, J., rendered an opinion, in which, after considering various laws of the Muscogee or Creek Nation bearing on the subject, certain decisions of tribal courts, the action of a certain "committee of eighteen on census rolls of 1895," and of the council thereon adopting the report of that committee, in respect of applicants, the court concluded that appellants were not entitled to be enrolled as citizens of the Creek Nation, and entered judgment accordingly, whereupon an appeal was prayed from said decree and allowed and perfected September 27, 1898.

NO. 496.—THE CHICKASAW NATION *v.* RICHARD C. WIGGS ET AL.

Richard C. Wiggs filed an application before the Dawes Commission to be admitted to citizenship in the Chickasaw Nation, asserting, among other things, that he was a white man and prior to October 13, 1875, a citizen of the United States, on which day he lawfully married Georgia M. Allen, a native Chickasaw Indian and member of the Chickasaw tribe; and also an application on behalf of his wife, Josie Wiggs, at the time of their marriage, which was in accordance with the Chickasaw laws under such circumstances, a white woman and citizen of the United States, and their daughter Edna Wiggs, August 15, 1896. The Chickasaw Nation, September 1, 1896, filed with the commission its answer to these applications, which, after denying the jurisdiction of the commission, traversed the allegations of the applications. November 15, 1896, the Dawes Commission admitted Richard C. Wiggs to citizenship in the Chickasaw Nation, but denied the application as to Mrs. Wiggs and their daughter. Thereafter an appeal was taken on behalf of the wife and daughter to the United States court in the Indian Territory, southern district, and a cross appeal by the Chickasaw Nation from the decision of the commission admitting Wiggs to citizenship. The court referred the cause to a master in chancery, who made a report in

favor of Wiggs, but against his wife and daughter. The court, Townsend, J., found "that all of the applicants are entitled to be enrolled as Chickasaw Indians, it appearing to the court that the said Richard C. Wiggs, being a white man and citizen of the United States, was married in the year 1875 to Georgia M. Allen, who was a native Chickasaw Indian by blood. Said marriage was solemnized according to the laws of the Chickasaw Nation; that in the year 1876 the said wife of the said Richard C. Wiggs died; that from and after said marriage the said Richard C. Wiggs continued to reside in the Chickasaw Nation and to claim the rights of citizenship in said Nation, and as such he served in the Chickasaw legislature, and was also sheriff of Pickens County, in said Nation; that in the year 1886 the said Richard C. Wiggs was lawfully married, according to the laws of the Chickasaw Nation, to Miss Josie Lawson, and that ever since said marriage the said Wiggs and his present wife have resided in the Chickasaw Nation and claimed the rights of citizenship therein, and that there has been born unto them a daughter, Mary Edna Wiggs;" and thereupon entered a decree, December 22, 1897, admitting Richard C. Wiggs, his wife, and their daughter, "to citizenship in the Chickasaw Nation and to enrollment as members of the tribe of Chickasaw Indians, with all the rights and privileges appertaining to such relation; and it is further ordered that this decree be certified to the Dawes Commission for their observance."

From this decree an appeal was allowed and perfected July 11, 1898.

Mr. Chief Justice Fuller delivered the opinion of the court:

These appeals are from decrees of the United States court in the Indian Territory, sitting in first instance, rendered in cases pending therein involving the right of various individuals to citizenship in some one of the four tribes named; most of them came to that court by appeal from the action of the so-called Dawes Commission, though some were from decisions of tribal authorities; many questions are common to them all; and it will be assumed that in all of them the decrees were rendered and the court had finally adjourned before the passage of the act of July 1, 1898, providing for appeals to this court.

The act of June 10, 1896, provided "that if the tribe or any person be aggrieved with the decision of the tribal authorities or the commission provided for in this act, it or he may appeal from such decision to the United States district court: *Provided, however,* That the appeal shall be taken within sixty days, and the judgment of the court shall be final."

It must be admitted that the words "United States district court" were not accurately used, as the United States court in the Indian Territory was not a district or circuit court of the United States (*In re Mills*, 135 U. S., 263, 268), and no such court had, at the date of the act, jurisdiction therein. But as, manifestly, the appeal was to be taken to a United States court having jurisdiction in the Indian Territory, and in view of the other terms of the act bearing on the immediate subject-matter, to say nothing of subsequent legislation, it is clear that the United States court in the Indian Territory was the court referred to. This conclusion, however, may fairly be said to involve the rejection of the word "district" as a descriptive term, and reading the provision as granting an appeal to the United States court in the Indian Territory, the question arises whether the judgments made final by the statute are the judgments of that court in the several districts delineated by the act of March 18, 1895, or of the appellate court therein provided for, which may be referred to later on, since it is objected in the outset that no appeal from the decisions of the Dawes Commission or of the tribal authorities could be granted to any United States court; and, furthermore, that at all events it was not competent for Congress to provide for an appeal from the decrees of the United States court in the Indian Territory after such decrees had been rendered and the term of court had expired, and especially as they were made final by the statute.

As to the first of these objections, conceding the constitutionality of the legislation otherwise, we need spend no time upon it, as it is firmly established that Congress may provide for the review of the action of commissions and boards created by it, exercising only *quasi* judicial powers, by the transfer of their proceedings and decisions, denominated appeals for want of a better term, to judicial tribunals for examination and determination *de novo*; and, as will be presently seen, could certainly do so in respect of the action of tribal authorities.

The other objection, though appearing at first blush to be more serious, is also untenable.

The contention is that the act of July 1, 1898, in extending the remedy by appeal to this court was invalid because retrospective, an invasion of the judicial domain, and destructive of vested rights. By its terms the act was to operate retrospectively, and as to that it may be observed that while the general rule is that statutes should be so construed as to give them only prospective operation, yet where the language employed expresses a contrary intention in unequivocal terms, the mere fact that the legislation is retroactive does not necessarily render it void.

And while it is undoubtedly true that legislatures can not set aside the judgments of courts, compel them to grant new trials, order the discharge of offenders, or direct what steps shall be taken in the progress of a judicial inquiry, the grant of a new remedy by way of review has been often sustained under particular circumstances. (*Calder v. Bull*, 3 Dallas, 386; *Sampeyreac v. United States*, 7 Pet., 222; *Freeborn v. Smith*, 2 Wall., 160; *Garrison v. New York*, 21 Wall., 196; *Freeland v. Williams*, 131 U. S., 405; *Essex Public Road Board v. Skinkle*, 140 U. S., 334.)

The United States court in the Indian Territory is a legislative court and was authorized to exercise jurisdiction in these citizenship cases as a part of the machinery devised by Congress in the discharge of its duties in respect of these Indian tribes, and assuming that Congress possesses plenary power of legislation in regard to them, subject only to the Constitution of the United States, it follows that the validity of remedial legislation of this sort can not be questioned unless in violation of some prohibition of that instrument.

In its enactment Congress has not attempted to interfere in any way with the judicial department of the Government, nor can the act be properly regarded as destroying any vested right, since the right asserted to be vested is only the exemption of these judgments from review, and the mere expectation of a share in the public lands and moneys of these tribes, if hereafter distributed, if the applicants are admitted to citizenship, can not be held to amount to such an absolute right of property that the original cause of action, which is citizenship or not, is placed by the judgment of a lower court beyond the power of reexamination by a higher court though subsequently authorized by general law to exercise jurisdiction.

This brings us to consider the nature and extent of the appeal provided for. We repeat the language of the act of July 1, 1898, as follows:

"Appeals shall be allowed from the United States courts in the Indian Territory direct to the Supreme Court of the United States to either party, in all citizenship cases and in all cases between either of the Five Civilized Tribes and the United States involving the constitutionality or validity of any legislation affecting citizenship or the allotment of lands in the Indian Territory, under the rules and regulations governing appeals to said court in other cases: *Provided*, That appeals in cases decided prior to this act must be perfected in one hundred and twenty days from its passage; and in cases decided subsequent thereto, within sixty days from final judgment; but in no such case shall the work of the Commission to the Five Civilized Tribes be enjoined or suspended by any proceeding in, or order of, any court, or of any judge, until after final judgment in the Supreme Court of the United States. In cases of appeals, as aforesaid, it shall be the duty of the Supreme Court to advance such cases on the docket and dispose of the same as early as possible."

This provision is not altogether clear, and we therefore inquire, What is its true construction? Was it the intention of Congress to impose on this court the duty of reexamining the facts in the instance of all applicants for citizenship who might appeal; of construing and applying the treaties with, and the constitutions and laws, the usages and customs, of the respective tribes; of reviewing their action through their legislative bodies and the decisions of their tribal courts and commissions, and of finally adjudicating the right of each applicant under the pressure of the advancement of each case on the docket to be disposed of as soon as possible? Or, on the other hand, was it the intention of Congress to submit to this court only the question of the constitutionality or validity of the legislation in respect of the subject matter? We have no hesitation in saying that in our opinion the appeal thus granted was intended to extend only to the constitutionality or validity of the legislation affecting citizenship or the allotment of lands in the Indian Territory.

Two classes of cases are mentioned: (1) Citizenship cases. The parties to these cases are the particular Indian tribe and the applicant for citizenship. (2) Cases between either of the Five Civilized Tribes and the United States. Does the limitation of the inquiry to the constitutionality and validity of the legislation apply to both classes? We think it does.

It should be remembered that the appeal to the United States court for the Indian Territory under the act of 1896 was in respect of decisions as to citizenship only, and that in those cases the jurisdiction of the Dawes Commission and of the court was attacked on the ground of the unconstitutionality of the legislation. The determination of that question was necessarily in the mind of Congress in providing for the appeal to this court, and it can not reasonably be supposed that it was intended that the question should be reopened in cases between the United States and the tribes. And yet this would be the result of the use of the words "affecting citizenship" in the qualification, if that qualification were confined to the last-named cases. The words can not be construed as redundant and rejected as surplusage, for they can be given full effect, and it can not be assumed that they tend to defeat, but rather that they are in effectuation of, the real object of the enactment. It is true that the provision is somewhat obscure, although if the comma after the words "all citizenship cases" were omitted, or if a comma were inserted after the words "the United States," that obscurity would practically disappear, and the rule is well set-

tled that, for the purpose of arriving at the true meaning of a statute, courts read with such stops as are manifestly required. (*Hammock v. Loan and Trust Company*, 105 U. S., 77, 84; *United States v. Lacher*, 134 U. S., 624, 628; *United States v. Oregon, & c., Railroad Company*, 164 U. S., 541.)

On any possible construction, in cases between the United States and an Indian tribe, no appeal is allowed, unless the constitutionality or validity of the legislation is involved; and it would be most unreasonable to attribute to Congress an intention that the right of appeal should be more extensive in cases between an Indian tribe and an individual applicant for citizenship therein.

Reference to prior legislation as to appeals to this court from the United States court in the Indian Territory confirms the view we entertain.

By section 5 of the judiciary act of March 3, 1891 (26 Stat., 826, c. 517), as amended, appeals or writs of error might be taken from the district and circuit courts directly to this court in cases in which the jurisdiction of the court was in issue; of conviction of a capital crime; involving the construction or application of the Constitution of the United States; and in which the constitutionality of any law of the United States, or the validity or construction of any treaty made under its authority, was drawn in question.

By section 6 the circuit courts of appeals established by the act were invested with appellate jurisdiction in all other cases.

The thirteenth section read: "Appeals and writs of error may be taken and prosecuted from the decisions of the United States court in the Indian Territory to the Supreme Court of the United States, or to the circuit court of appeals in the eighth circuit, in the same manner and under the same regulations as from the circuit or district courts of the United States, under this act."

The act of March 18, 1895, provided for the appointment of additional judges of the United States court in the Indian Territory and created a court of appeals with such superintending control over the courts in the Indian Territory as the supreme court of Arkansas possessed over the courts of that State by the laws thereof; and the act also provided that "writs of error and appeals from the final decisions of said appellate court shall be allowed, and may be taken to the circuit court of appeals for the eighth judicial circuit in the same manner and under the same regulations as appeals are taken from the circuit courts of the United States," which thus in terms deprived that court of jurisdiction of appeals from the Indian Territory trial court under section 13 of the act of 1891. Prior to the act of 1895 the United States court in the Indian Territory had no jurisdiction over capital cases, but by that act its jurisdiction was extended to embrace them. And we held in *Brown v. United States*, 171 U. S., 631, that this court had no jurisdiction over capital cases in that court, the appellate jurisdiction in such cases being vested in the appellate court in the Indian Territory. Whether the effect of the act of 1895 was to render the thirteenth section of the act of 1891 wholly inapplicable need not be considered, as the judgments of the United States court in the Indian Territory in these citizenship cases were made final in that court by the act of 1896, and this would cut off an appeal to this court, if any then existed, whether the finality spoken of applied to the judgments of the trial court or of the appellate court. And when by the act of July 1, 1898, it was provided that "appeals shall be allowed from the United States courts in the Indian Territory direct to the Supreme Court of the United States * * * under the rules and regulations governing appeals to said court in other cases," the legislation taken together justifies the conclusion that the distribution of jurisdiction made by the act of March 3, 1891, was intended to be observed, namely, that cases falling within the classes prescribed in section 5 should be brought directly to this court, and all other cases to the appellate court, whose decision, as the legislation stands, would, in cases of the kind under consideration, be final. We do not think, however, that the analogy goes so far, in view of the terms of the act of 1898, that in cases brought here the whole case would be open to adjudication. The matter to be considered on the appeal, like the appeal itself, was evidently intended to be restricted to the constitutionality and validity of the legislation. The only ground on which this court held itself to be authorized to consider the whole merits of the case upon an appeal from the circuit court of the United States in a case in which the constitutionality of a law of the United States was involved, under section 5 of the act of March 3, 1891, c. 517, was because of the express limitation in another part of that section of appeals upon the question of jurisdiction; and there is no kindred limitation in the act now before us. (*Horner v. United States*, 143 U. S., 570, 577.) The judgments of the court in the Indian Territory were made final and appeals to this court were confined, in our opinion, to the question of constitutionality or validity only.

Was the legislation of 1896 and 1897, so far as it authorized the Dawes Commission to determine citizenship in these tribes, constitutional? If so, the courts below had jurisdiction on appeal.

It is true that the Indian tribes were for many years allowed by the United States

to make all laws and regulations for the government and protection of their persons and property, not inconsistent with the Constitution and laws of the United States; and numerous treaties were made by the United States with those tribes as distinct political societies. The policy of the Government, however, in dealing with the Indian nations was definitely expressed in a proviso inserted in the Indian appropriation act of March 3, 1871, (16 Stat., 544, 566, c. 120,) to the effect—

“That hereafter no Indian nation or tribe within the territory of the United States shall be acknowledged or recognized as an independent nation, tribe, or power with whom the United States may contract by treaty: *Provided, further, That nothing herein contained shall be construed to invalidate or impair the obligation of any treaty heretofore lawfully made and ratified with any such Indian nation or tribe,*” which was carried forward into section 2079 of the Revised Statutes, which reads:

“SEC. 2079. No Indian nation or tribe within the territory of the United States shall be acknowledged or recognized as an independent nation, tribe, or power with whom the United States may contract by treaty; but no obligation of any treaty lawfully made and ratified with any such Indian nation or tribe prior to March third, eighteen hundred and seventy-one, shall be hereby invalidated or impaired.”

The treaties referred to in argument were all made and ratified prior to March 3, 1871, but it is “well settled that an act of Congress may supersede a prior treaty and that any questions that may arise are beyond the sphere of judicial cognizance, and must be met by the political department of the Government.” (Thomas v. Gay, 169 U. S., 264, 271, and cases cited.)

As to the general power of Congress we need not review the decisions on the subject, as they are sufficiently referred to by Mr. Justice Harlan in *Cherokee Nation v. Kansas Railway Company*, 135 U. S., 641, 653, from whose opinion we quote as follows:

“The proposition that the Cherokee Nation is sovereign in the sense that the United States is sovereign, or in the sense that the several States are sovereign, and that that nation alone can exercise the power of eminent domain within its limits, finds no support in the numerous treaties with the Cherokee Indians, or in the decisions of this court, or in the acts of Congress defining the relations of that people with the United States. From the beginning of the Government to the present time, they have been treated as ‘wards of the nation,’ ‘in a stage of pupillage,’ ‘dependent political communities,’ holding such relations to the General Government that they and their country, as declared by Chief Justice Marshall in *Cherokee Nation v. Georgia*, 5 Pet., 1, 17, ‘are considered by foreign nations, as well as by ourselves, as being so completely under the sovereignty and dominion of the United States, that any attempt to acquire their lands, or to form a political connection with them, would be considered by all as an invasion of our territory and an act of hostility.’ It is true, as declared in *Worcester v. Georgia*, 6 Pet., 515, 557, 569, that the treaties and laws of the United States contemplate the Indian Territory as completely separated from the States and the Cherokee Nation as a distinct community, and (in the language of Mr. Justice McLean in the same case, p. 583) that ‘in the executive, legislative and judicial branches of our Government we have admitted, by the most solemn sanction, the existence of the Indians as a separate and distinct people, and as being vested with rights which constitute them a state, or separate community.’ But that falls far short of saying that they are a sovereign State, with no superior within the limits of its territory. By the treaty of New Echota, 1835, the United States covenanted and agreed that the lands ceded to the Cherokee Nation should at no future time, without their consent, be included within the territorial limits or jurisdiction of any State or Territory, and that the Government would secure to that nation ‘the right by their national councils to make and carry into effect all such laws as they may deem necessary for the government of the persons and property within their own country, belonging to their people or such persons as have connected themselves with them;’ and, by the treaties of Washington, 1846 and 1866, the United States guaranteed to the Cherokees the title and possession of their lands, and jurisdiction over their country. (Revision of Indian Treaties, pp. 65, 79, 85.) But neither these nor any previous treaties evinced any intention, upon the part of the Government, to discharge them from their condition of pupillage or dependency, and constitute them a separate, independent, sovereign people, with no superior within its limits. This is made clear by the decisions of this court, rendered since the cases already cited. In *United States v. Rogers*, 4 How., 567, 572, the court, referring to the locality in which a particular crime had been committed, said: ‘It is true that it is occupied by the tribe of Cherokee Indians. But it has been assigned to them by the United States as a place of domicile for the tribe, and they hold and occupy it with the consent of the United States, and under their authority. * * * We think it too firmly and clearly established to admit of dispute that the Indian tribes, residing within the territorial limits of the United States, are subject to their authority.’ In *United States v. Kagama*, 118 U. S., 375, 379, the court, after observing that the Indians were within the geographical limits of the United States, said: ‘The soil

and the people within these limits are under the political control of the Government of the United States, or of the States of the Union. There exist within the broad domain of sovereignty but these two. * * * They were, and always have been, regarded as having a semi-independent position when they preserved their tribal relations; not as States, not as nations, not as possessed of the full attributes of sovereignty, but as a separate people, with the power of regulating their internal and social relations, and thus far not brought under the laws of the Union or of the State within whose limits they resided. * * * The power of the General Government over these remnants of a race once powerful, now weak and diminished in numbers, is necessary to their protection, as well as to the safety of those among whom they dwell. It must exist in that Government, because it has never existed anywhere else, because the theater of its exercise is within the geographical limits of the United States, because it has never been denied, and because it alone can enforce its laws on all the tribes.' The latest utterance upon this general subject is in *Choctaw Nation v. United States*, 119 U. S., 1, 27, where the court, after stating that the United States is a sovereign nation limited only by its own Constitution, said: 'On the other hand, the Choctaw Nation falls within the description in the terms of our Constitution, not of an independent State or sovereign nation, but of an Indian tribe. As such it stands in a peculiar relation to the United States. It was capable under the terms of the Constitution of entering into treaty relations with the Government of the United States, although, from the nature of the case, subject to the power and authority of the laws of the United States when Congress should choose, as it did determine in the act of March 3, 1871, embodied in section 2079 of the Revised Statutes, to exert its legislative power.'

Such being the position occupied by these tribes (and it has often been availed of to their advantage) and the power of Congress in the premises having the plenitude thus indicated, we are unable to perceive that the legislation in question is in contravention of the Constitution.

By the act of June 10, 1896, the Dawes Commission was authorized "to hear and determine the application of all persons who may apply to them for citizenship in said nations, and after such hearing they shall determine the right of such applicant to be so admitted and enrolled;" but it was also provided:

"That in determining all such applications said commission shall respect all laws of the several nations or tribes not inconsistent with the laws of the United States and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes: *And provided further*, That the rolls of citizenship of the several tribes as now existing are hereby confirmed, and any person who shall claim to be entitled to be added to said rolls as a citizen of either of said tribes, and whose right thereto has either been denied or not acted upon, or any citizen who may within three months from and after the passage of this act desire such citizenship, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, and such court or committee shall determine such application within thirty days from the date thereof."

The act of June 7, 1897, declared that the commission should "continue to exercise all authority heretofore conferred on it by law to negotiate with the Five Tribes, and any agreement made by it with any one of said tribes, when ratified, shall operate to suspend any provisions of this act if in conflict therewith as to said nation: *Provided*, That the words 'rolls of citizenship,' as used in the act of June tenth, eighteen hundred and ninety-six, making appropriations for current and contingent expenses of the Indian Department and fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety-seven, shall be construed to mean the last authenticated rolls of each tribe which have been approved by the council of the nation, and the descendants of those appearing on such rolls, and such additional names and their descendants as have been subsequently added, either by the council of such nation, the duly authorized courts thereof, or the commission under the act of June tenth, eighteen hundred and ninety-six. And all other names appearing upon such rolls shall be open to investigation by such commission for a period of six months after the passage of this act. And any name appearing on such rolls and not confirmed by the act of June tenth, eighteen hundred and ninety-six, as herein construed, may be stricken therefrom by such commission where the party affected shall have ten days' previous notice that said commission will investigate and determine the right of such party to remain upon such roll as a citizen of such nation: *Provided also*, That any one whose name shall be stricken from the roll by such commission shall [have] the right of appeal, as provided in the act of June tenth, eighteen hundred and ninety-six.

"That on and after January first, eighteen hundred and ninety-eight, all acts, ordinances, and resolutions of the council of either of the aforesaid Five Tribes passed shall be certified immediately upon their passage to the President of the United States and shall not take effect if disapproved by him or until thirty days after their passage: *Provided*, That this act shall not apply to resolutions for adjournment or any acts or resolutions or ordinances in relation to negotiations with commissioners heretofore appointed to treat with said tribes."

We repeat that in view of the paramount authority of Congress over the Indian tribes and of the duties imposed on the Government by their condition of dependency, we can not say that Congress could not empower the Dawes Commission to determine, in the manner provided, who were entitled to citizenship in each of the tribes and make out correct rolls of such citizens, an essential preliminary to effective action in promotion of the best interests of the tribes. It may be remarked that the legislation seems to recognize, especially the act of June 27, 1898, a distinction between admission to citizenship merely and the distribution of property to be subsequently made, as if there might be circumstances under which the right to a share in the latter would not necessarily follow from the concession of the former. But in any aspect, we are of opinion that the constitutionality of these acts in respect of the determination of citizenship can not be successfully assailed on the ground of the impairment or destruction of vested rights. The lands and moneys of these tribes are public lands and public moneys, and are not held in individual ownership, and the assertion by any particular applicant that his right therein is so vested as to preclude inquiry into his status involves a contradiction in terms.

The judgments in these cases were rendered before the passage of the act of June 27, 1898, commonly known as the Curtis Act, and necessarily the effect of that act was not considered. As, however, the provision for an appeal to this court was made after the passage of the act, some observations upon it are required, and, indeed, the inference is not unreasonable that a principal object intended to be secured by an appeal was the testing of the constitutionality of this act, and that may have had controlling weight in inducing the granting of the right to such appeal.

The act is comprehensive and sweeping in its character, and notwithstanding the abstract of it in the statement prefixed to this opinion, we again call attention to its provisions. The act gave jurisdiction to the United States courts in the Indian Territory in their respective districts to try cases against those who claimed to hold lands and tenements as members of a tribe and whose membership was denied by the tribe, and authorized their removal from the same if the claim was disallowed; and provided for the allotment of lands by the Dawes Commission among the citizens of any one of the tribes as shown by the roll of citizenship when fully completed as provided by law, and according to a survey also fully completed; and "that if the person to whom an allotment shall have been made shall be declared, upon appeal as herein provided for, by any of the courts of the United States in or for the aforesaid Territory, to have been illegally accorded rights of citizenship, and for that or any other reason declared to be not entitled to any allotment, he shall be ousted and ejected from said lands."

The act further directed, as to the Cherokees, that the commission should "take the roll of Cherokee citizens of eighteen hundred and eighty, not including freedmen, as the only roll intended to be confirmed by this and preceding acts of Congress, and to enroll all persons now living whose names are found on said roll, and all descendants born since the date of said roll to persons whose names are found thereon; and all persons who have been enrolled by the tribal authorities who have heretofore made permanent settlement in the Cherokee Nation whose parents, by reason of their Cherokee blood, have been lawfully admitted to citizenship by the tribal authorities, and who were minors when their parents were so admitted; and they shall investigate the right of all other persons whose names are found on any other rolls and omit all such as may have been placed thereon by fraud or without authority of law, enrolling only such as may have legal right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to citizenship under Cherokee laws." And that the commission should make a roll of Cherokee freedmen, in compliance with a certain decree of the Court of Claims; and a roll of all Choctaw freedmen entitled to citizenship under the treaties and laws of the Choctaw Nation, and all their descendants born to them since the date of the treaty; and a roll of Chickasaw freedmen entitled to any rights or benefits under the treaty of 1866, and their descendants; and a roll of all Creek freedmen, the roll made by J. W. Dunn, under the authority of the United States, prior to March 14, 1867, being confirmed, and the commission being directed to enroll all persons now living whose names are found on said roll, and their descendants, with "such other persons of African descent as may have been rightfully admitted by the lawful authorities of the Creek Nation."

The commission was authorized and directed to make correct rolls of the citizens by blood of all the tribes other than the Cherokees, "eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to Choctaw and Chickasaw citizenship under the treaties and laws of said tribes."

It was also provided that "no person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship."

The commission was authorized to make the rolls descriptive of the persons thereon, so that they might be thereby identified, and to take a census of each of said tribes, "or to adopt any other means by them deemed necessary to enable them to make such rolls;" and it was declared that "the rolls so made, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon, with their descendants thereafter born to them, with such persons as may intermarry according to tribal laws, shall alone constitute the several tribes which they represent."

The act provided further for the resubmission of the two agreements, with certain specified modifications, that with the Choctaws and Chickasaws, and that with the Creeks, for ratification to a popular vote in the respective nations, and that if ratified, the provisions of these agreements so far as differing from the act should supersede it. The Choctaw and Chickasaw agreement was accordingly so submitted for ratification August 24, 1898, and was ratified by a large majority, but whether or not the agreement with the Creeks was ratified does not appear.

The twenty-sixth section provided that, after the passage of the act, "The laws of the various tribes or nations of Indians shall not be enforced at law or in equity by the courts of the United States in the Indian Territory;" and the twenty-eighth section, that after July 1, 1898, all tribal courts in the Indian Territory should be abolished.

The agreement with the Choctaw and Chickasaw tribes contained a provision continuing the tribal government, as modified, for the period of eight years from March 4, 1898; but provided that it should "not be construed to be in any respect an abdication by Congress of power at any time to make needful rules and regulations respecting said tribes."

For reasons already given we regard this act in general as not obnoxious to constitutional objection, but in so holding we do not intend to intimate any opinion as to the effect that changes made thereby, or by the agreements referred to, may have, if any, on the status of the several applicants, who are parties to these appeals.

The elaborate opinions of the United States court in the Indian Territory by Springer, J., Clayton, J., and Townsend, J., contained in these records, some of which are to be found in the report of the Commissioner of Indian Affairs for 1898, page 479, consider the subject in all its aspects, and set forth the various treaties, tribal constitutions and laws, and the action of the many tribal courts, commissions, and councils which assumed to deal with it, but we have not been called on to go into these matters, as our conclusion is that we are confined to the question of constitutionality merely.

As we hold the entire legislation constitutional, the result is that all the judgments must be affirmed.

Mr. Justice White and Mr. Justice McKenna dissented as to the extent of the jurisdiction of this court only.

K A N S A S

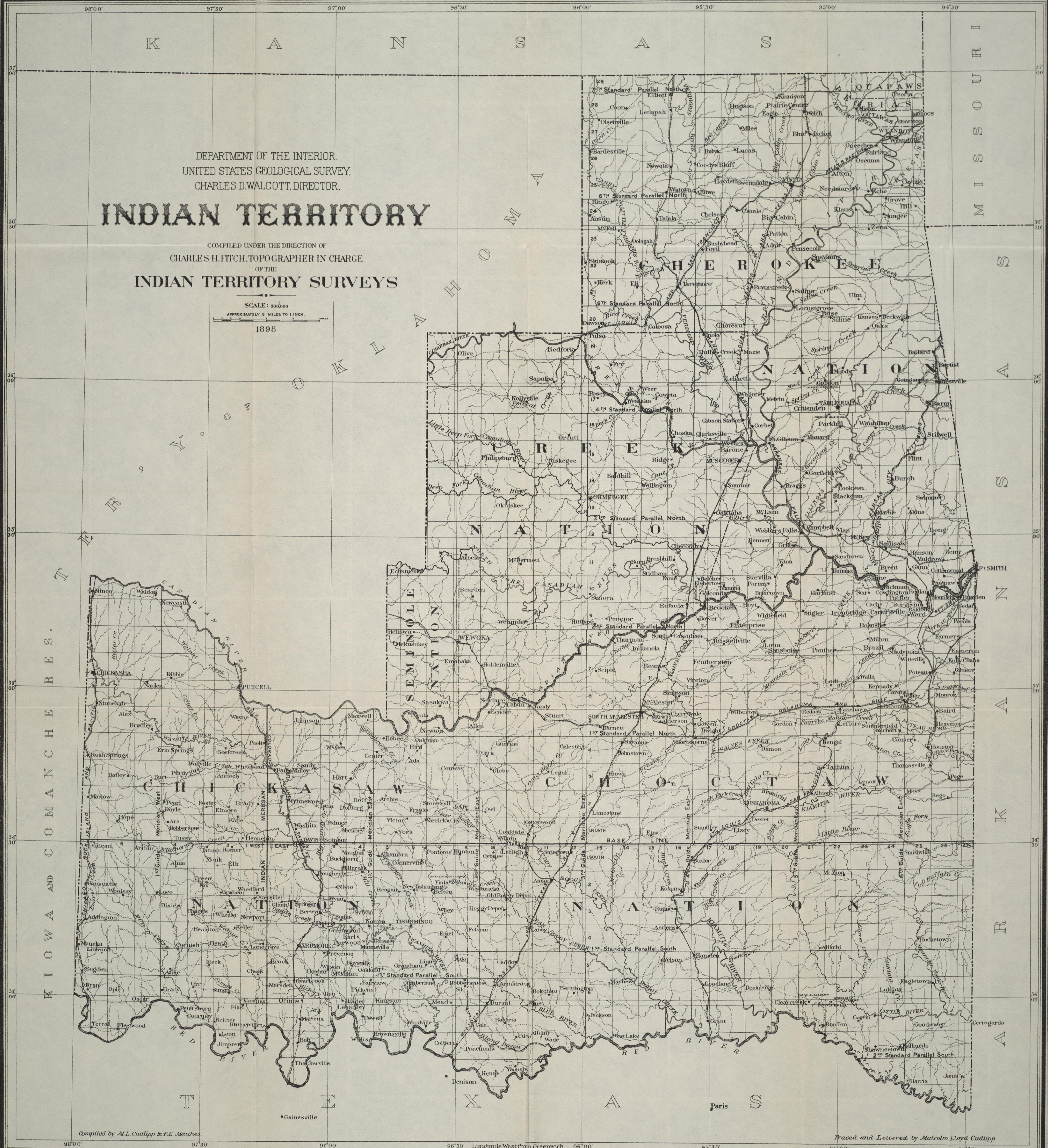
M I S S O U R I

DEPARTMENT OF THE INTERIOR.
UNITED STATES GEOLOGICAL SURVEY.
CHARLES D. WALCOTT, DIRECTOR.

INDIAN TERRITORY

COMPILED UNDER THE DIRECTION OF
CHARLES H. FITCH, TOPOGRAPHER IN CHARGE
OF THE
INDIAN TERRITORY SURVEYS

SCALE: 500,000
APPROXIMATELY 8 MILES TO 1 INCH.
1898



ANNUAL REPORT

OF THE

UNITED STATES INDIAN INSPECTOR FOR THE INDIAN TERRITORY,

TOGETHER WITH

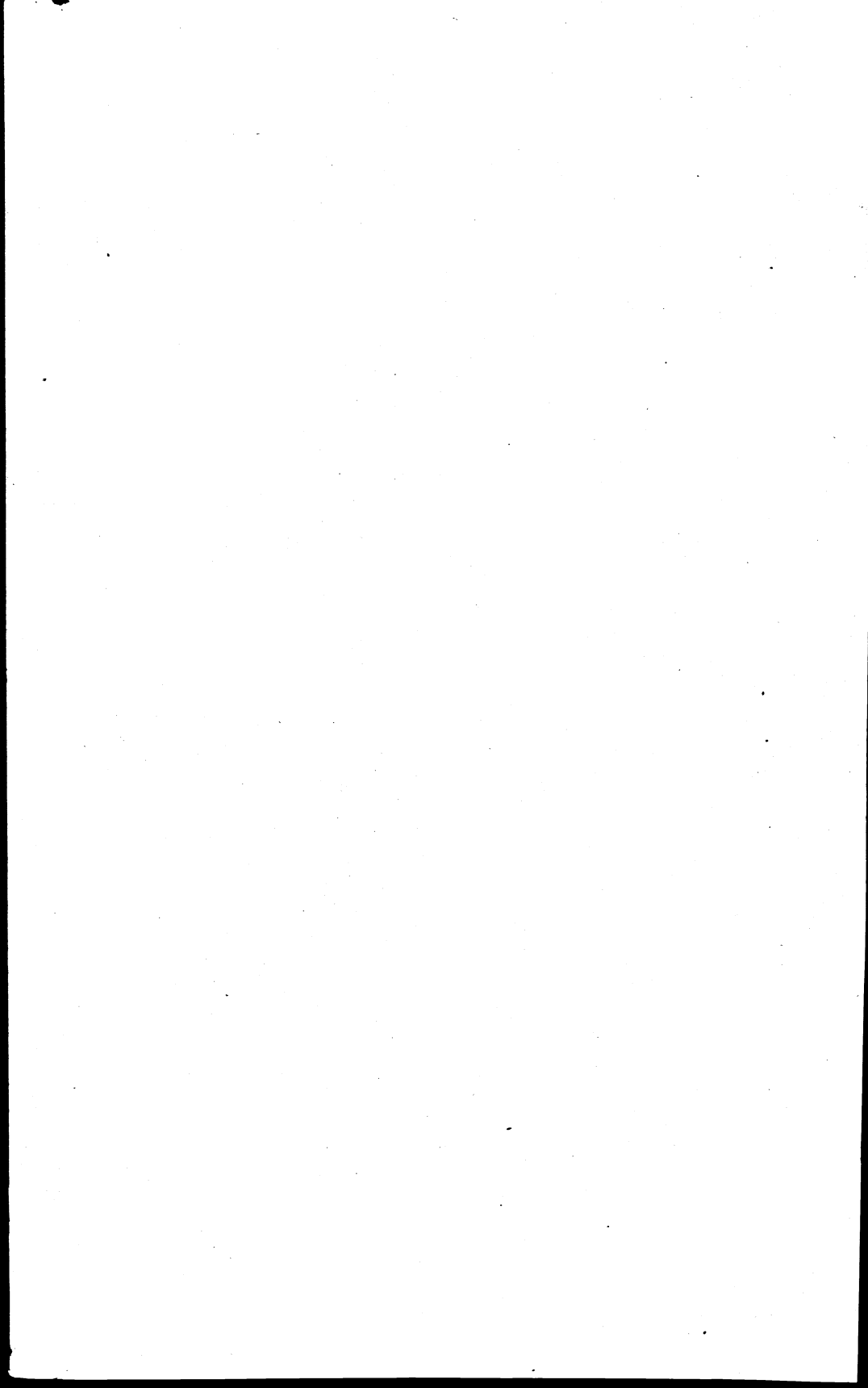
THE REPORTS OF THE SUPERINTENDENT OF SCHOOLS IN
THAT TERRITORY, AND OF THE INDIAN AGENT
IN CHARGE OF THE UNION AGENCY,

TO THE

SECRETARY OF THE INTERIOR

FOR THE

FISCAL YEAR ENDED JUNE 30, 1899.



ANNUAL REPORT

OF THE

UNITED STATES INDIAN INSPECTOR FOR THE INDIAN TERRITORY.

OFFICE OF U. S. INDIAN INSPECTOR
FOR INDIAN TERRITORY,

Muscogee, Ind. T., August 19, 1899.

SIR: In compliance with Department instructions, directing me to submit a report of the work of this office during the year ended June 30, 1899, under provisions of an act of Congress approved June 28, 1898, together with a statement concerning the legislation which I consider necessary to properly execute the provisions of said act as appears from the existing conditions in the Five Civilized Tribes, I have the honor to report as follows:

The act of Congress referred to provides:

The Secretary of the Interior is authorized to locate one Indian inspector in the Indian Territory, who may, under his authority and direction, perform any duties required of the Secretary of the Interior by law relating to affairs therein.

The Five Civilized Tribes comprise the Seminoles, aggregating some 2,825 people; the Choctaws, 19,406; the Chickasaws, 9,048; the Creeks, 14,771, and the Cherokees, 34,461 in population.

These various tribes have heretofore controlled their own affairs, conducting their governments, having their respective governors or principal chiefs, and other national or state officers, their legislatures or councils, enacting such laws governing their country, schools, and affairs generally as they deemed proper, acting independent of the United States Government. By their respective laws and treaties their lands have been owned in common, citizens being authorized to use and rent to noncitizens as their laws permitted, in many instances comprising large areas.

Numerous thriving towns throughout the Territory have been built upon the common property of the respective tribes, all noncitizens located therein being assessed for the privilege of residing therein or conducting business within the limits of the nation, and others also for introducing cattle, mining coal, cutting timber, etc., citizens being also required to remit a tax for each noncitizen to whom farms are rented.

These various taxes are supposed to have amounted to considerable, but owing to the loose manner in which affairs have been conducted and records kept, it has been impossible to ascertain the aggregate amounts collected or accounted for. In many instances, however, it has been found that amounts due have not all been paid, but "compromised" with collectors and others. In many instances, of amounts so

collected by officers, but a small percentage has reached the treasury of the nation to which it belongs.

The act of Congress referred to included the ratification of an agreement entered into between the commission to the Five Civilized Tribes and the commission on behalf of the Choctaw and Chickasaw nations, which was in August, 1898, adopted by a majority vote of the citizens of said nations, which, with certain modifications, provided for the continuation of their government for a period of eight years. It also provided for the ratification of a similar agreement with the Creek Nation, which, however, was subsequently defeated when submitted to a vote of their people. Therefore the affairs of the Creek and Cherokee nations are under the general provisions of the act referred to, which provide for equal distribution of lands per capita, abolishment of their tribal courts, requiring that all payments of money by the United States to either of said tribes should not be made to any tribal officer for disbursement as heretofore, but should be made under direction of the Secretary of the Interior by an officer appointed by him; also directing that all royalties, rents, etc., due such tribes should be collected by the United States officers under direction of the Secretary of the Interior for credit of said tribes respectively.

The Seminoles, on December 16, 1897, entered into an agreement with the United States, which was subsequently ratified by Congress, under the terms of which their lands were to be appraised and distributed equally among all and their form of government to continue as at present.

As provided by law, all acts of the various councils of these nations, with the exception of the Seminoles, are required to be submitted to the President of the United States for his approval before being effective.

Under date of August 17, 1898, I was directed to proceed to Indian Territory, with headquarters at Muskogee, to perform any duties required of the Secretary of the Interior by law; to advise the Indian agent of Union Agency as to his duties under the new legislation; to generally inspect and supervise his office; to see that the law was efficiently enforced, that all revenues were collected and properly accounted for, all disbursements of money correctly made, and to keep the Department fully informed by special report of all matters which ought to be brought to its attention, with such recommendations as might be thought advisable; also to refer all communications regarding citizenship and renting of lands to the commission to the Five Civilized Tribes. Under these instructions I first visited various parts of the Territory inspecting schools and familiarizing myself with condition of affairs generally, procuring statistics in regard to revenues and indebtedness of the various nations, and submitting reports and recommendations in detail to the Department.

Subsequently rules and regulations have been issued by the Department governing the various matters under supervision and direction of the Secretary of the Interior.

On February 23, 1899, the offices of the inspector and Indian agent at Muskogee, together with a considerable portion of the business part of the town, were burned, at which time all records of both offices were completely destroyed, causing considerable embarrassment for some time by reason of the loss of all data, decisions, and rulings of the honorable Secretary of the Interior on matters pertaining to the Territory under new legislation.

A general superintendent of schools for the Indian Territory was appointed in February last, who has general supervision of Indian

schools, under direction of the Secretary of the Interior, in the Choctaw Nation, and, so far as practicable under existing conditions, in other tribes, with a supervisor in each of the four nations (Choctaw, Chickasaw, Cherokee, and Creek), who act under his instructions.

The present status of work performed under existing laws in each nation is briefly as follows:

SEMINOLE NATION.

There are, according to a census completed by the commission to the Five Civilized Tribes, 2,825 Seminole Indians, who have 366,000 acres within the limits of their territory.

By provision of recent agreement this land is to be divided equally among all, after appraisal, excepting lands reserved for schools, churches, and other purposes; also one acre in each township, which may be purchased by the United States for schools for noncitizens. Their tribal government continues as heretofore, acts of their council not requiring Executive action, and the United States courts are given jurisdiction in certain matters.

As no duties are required of the Secretary of the Interior in said nation at this time demanding attention of the inspector, no examination or investigation of affairs of that nation has been made or schools inspected.

Under Department instructions an investigation of damages sustained by the burning to death of two Seminole boys and maltreatment of others at the hands of a mob of white men was made in December last, and subsequently, under direction of the Secretary of the Interior, an aggregate payment of \$2,470.75 was made certain Seminole Indians for damages sustained, and, in addition, the sum of \$5,000 each was paid to the proper relatives of the two Seminole Indian boys who were burned, the various amounts of damages paid ranging from \$25 to \$300.

The action of this mob was inspired by an outrage alleged to have been committed on a white woman by these Seminole boys.

Arrests of those participating in this lynching have since been made, several tried in the United States court, and three men convicted and sentenced to the penitentiary for a term of years, one acquitted, and a number of others indicted and awaiting trial.

CHOCTAWS AND CHICKASAWS.

The census of the citizens of these nations has not yet been completed by the Commission to the Five Tribes, but the estimated population is 19,406 Choctaws and 9,048 Chickasaws, their country all together comprising about 11,338,935 acres.

Under provisions of an agreement ratified by Congress and adopted by these people in August, 1898, their lands are to be appraised and allotted equally among all, with certain reservation for schools, town sites, and other purposes.

All coal and asphalt is also reserved from allotment to remain and be the common property of the tribe, mines to be under supervision and control of two trustees who are Indians by blood and who shall act under instructions from the Secretary of the Interior, all mines to be operated and royalties to be paid into the Treasury of the United States and used, under rules and regulations of the Secretary of the Interior, for education of children of Indian blood.

Town-site commissioners are provided for to lay out and plat the towns; also to appraise and dispose of lots for the benefit of the respective nations under rules and regulations of the Department, which also require that all money arising from sale of lots shall be deposited with the Indian agent of Union Agency for credit of the tribe.

The United States courts are given jurisdiction in certain matters and as so modified the government and tribal officers of these nations are continued for a period of eight years, though acts passed by their council are submitted through this office to the Secretary of the Interior for Executive action.

Town-site commissioners have been appointed by the Secretary and are now engaged in their duties.

Under supervision of the Commission to the Five Tribes appraisers are also at work classifying the land to be allotted, and the commission is also completing a census of the citizens.

Two mineral trustees have been appointed for the Choctaw and Chickasaw nations, who have been engaged to the present time in receiving applications for and in examining tracts of land in those nations to be leased, acting under instructions issued by the Department, and where controversies have arisen between parties claiming prior right to a lease investigations have been made and decided by the inspector, and where appeals have been filed reports have been submitted to the Department.

As provided in the agreement each mining lease covers 960 acres, and the royalty is fixed at 15 cents per ton on all coal mined, which rate, however, is subject to change by the Secretary of the Interior, and by him has been reduced to 10 cents per ton on all coal after being screened, which rate took effect from January 1, 1899. To June 30, 1899, 38 leases of 960 acres each have been made and approved by the Department. In addition to these, several mines have been operated under former tribal leases with the national authorities, which under provisions of agreement are continued or to be renewed. All royalties are remitted to the Indian agent, accompanied by sworn statements of operators, whose books are also open to inspection at all times. During the fiscal year ending June 30, 1899, there has been paid to the Indian agent, in royalties on coal and asphalt, \$110,145.25 for the credit of said tribes, and of which \$7,367.30 has been used up to this date in the settlement of the indebtedness incurred since July 1, 1898, at Choctaw neighborhood or day schools, and \$41,033.43 in claims for the support of boarding schools since that date, which have been submitted to the Department for settlement.

The royalties on coal have been materially reduced, owing to a strike of miners which occurred in February last and which has been the subject of a recent investigation by Special Inspector Zevely, detailed by the Department, with reference to the request of the principal chief for removal from the Territory of certain striking miners for interfering with operations of mines and thereby reducing revenues of the same, the United States statutes providing that noncitizens may, under certain conditions, be removed from the Indian country by order of the Secretary of the Interior.

The agreement provides that leases shall include coal and asphalt or other minerals and shall be for a period of thirty years, while another provision states the allottee shall receive, after the completion of allotments, a patent conveying to him all the right, title, and interest in and to the land which has been allotted to him, excepting coal and asphalt.

The agreement also provides that money arising from coal and asphalt mineral shall be used only for education of children of Indian blood, thereby excluding children of colored freedmen, though no mention is made of the use of funds arising from other minerals. There are also a large number of noncitizens within the Choctaw Nation who are not provided with schools, and while a few of their children have attended by paying teachers, the majority of children of noncitizens are growing up in ignorance, and some provision for them should, if possible, be made. In many incorporated towns, however, in the different nations, schools have been provided for and maintained by said town governments.

Indian schools in the Choctaw Nation were closed in January last by reason of there not being sufficient funds to continue them, and also because the authorities found many teachers incompetent and unsatisfactory, as shown by previous detailed reports of my inspection of many of the schools. Although liberal appropriations have been made in the past for these schools, many were found to be improperly conducted and funds not judiciously used. As these schools are now under supervision of the Secretary of the Interior, a supervisor has been appointed for the Choctaw Nation, acting under direction of the general superintendent of schools for the Indian Territory, and a material improvement in conducting the same will hereafter be made.

A supervisor has also been provided for the Chickasaw Nation, but as their schools are being conducted with their own tribal funds, other than coal royalties, it is not considered that the Department has the same control, except over schools conducted with funds arising from such royalties. However, it is hoped that the presence and assistance of the supervisor will result in an improvement in the management of these various schools.

From July, 1898, to December 31, 1898, under the provisions of the act of Congress referred to and regulations of the honorable Secretary of Interior, various revenues and taxes in the Choctaw and Chickasaw nations, in addition to mineral royalties, were paid to the United States Indian agent and amounted to \$2,985.97, which was deposited in the United States Treasury to the credit of said tribes; but upon the ratification of their agreement their government was reestablished, and since that time their own officials have made collections of all revenues other than mineral royalties.

At the request of their council Congress, at its last session, appropriated \$75,000 from Choctaw invested funds to pay their outstanding indebtedness after investigation of such claims by the Secretary of the Interior. Such investigation has recently been completed by Special Inspector J. W. Zevely, and his report submitted to the Department. No further action concerning payment of this indebtedness has yet been made.

By the provisions of the recent agreement \$558,520.54 was placed to the credit of the Chickasaw Nation, and by act of their council, approved by the President, \$200,000 was appropriated to pay their outstanding indebtedness, which has been done, but it was not required to be supervised by a United States officer.

Their council also provided for the balance due to be paid out per capita by a United States officer, but has not been approved by the President owing to a claim of heirs of so-called "Incompetents" to part of said sum, which is now being investigated.

The tribal laws of the Choctaw Nation are continued for eight years, and impose taxes on noncitizens as follows:

On all merchants, $1\frac{1}{2}$ per centum on the original cost of all goods introduced for sale.

On any lawyer, editor, clerk, artist, barber, and other like professionals, \$10 per annum. Physicians, in addition to the above and independent thereof, are required to pay to the medical board of the nation an examination fee of \$25.

On any carpenter, wagon maker, blacksmith, shoemaker, machinist, teamster, or any other like man or tradesman, \$5 per annum.

On peddlers who travel in a wagon, \$25 per annum; on pack peddlers, \$10 per annum.

On ice cream and lemonade stands at picnics, \$5 per day; ice cream and lemonade stands in towns, \$25 per annum.

On farmers or renters employed by citizens, \$5 per annum; on hirelings employed by citizens, \$2.50 per annum, to be collected from the citizen.

Noncitizen employees of licensed traders, coal companies, etc., are taxed the same rate as hirelings of citizens, i. e., \$2.50 per annum.

The tribal laws of the Chickasaw Nation are likewise continued for eight years, and impose taxes on noncitizens as follows:

On each adult male over the age of 18 years residing in the nation, \$1 per annum.

On merchants, 1 per centum of original cost of goods exposed for sale.

Under present instructions this office is required to see that such laws are complied with or noncitizens removed.

In view of the fact that these laws have heretofore been improperly enforced, many have declined to pay at all until threatened with removal as provided by law, and it has been necessary to recently remove a non-citizen declining to pay his tax in the Choctaw Nation. The recent agreement and regulations of the Department, however, allowing citizens to occupy and receive the benefits of their pro rata share of land until allotments have been completed complicates conditions, causing constant irritation and confusion; and for these reasons these tribal taxes, in my opinion, should be abolished as early as practicable, or made uniform and used for benefit of all—noncitizens and others—as many feel that, in addition to paying individual citizens for rent of such proportionate shares of their land, they should not be subject to tribal taxes for stock placed thereon or hay cut and disposed of from such prospective allotments.

CHEROKEES AND CREEKS.

The census of the Cherokees has not yet been made by the commission to the Five Tribes, but it is estimated that there are 34,461 citizens, and their territory embraces about 5,031,351 acres; while the Creeks number 14,771 citizens, according to enrollment completed by the commission, and have 3,040,000 acres within their dominion.

These nations having failed to enter into an agreement with the representatives of the United States Government yet ratified by Congress with reference to division of their property, the act of Congress approved June 28, 1898, is in force, and which provides that their lands shall be equally allotted to citizens of the respective tribes except reservations for townsites, schools, etc., providing for leasing of mineral lands for a term of fifteen years under regulations of the Secretary of the Interior, and prohibiting, under penalty, any citizen hereafter holding more than his pro rata share of the lands of the tribe.

The act also abolishes the Indian courts in these nations, giving the United States courts jurisdiction, and directing that revenues due the

respective nations should be paid, under the regulations of the Secretary of the Interior, into the United States Treasury to their credit; and further, that all moneys due from the United States Government should not be paid to officers of the tribal government (as heretofore) for disbursement, but that all payments should be made by an officer appointed by the Secretary of the Interior and under his direction.

Under these latter provisions, a supervisor of education has been appointed by the Secretary of the Interior for Creeks; also one for the Cherokees, whose duties are to inspect schools, report their condition, and exercise an advisory supervision thereover; and also over expenditures of money in cooperation with tribal authorities acting under the direction of the general superintendent of schools for the Territory.

With these modifications, however, the tribal government of these nations is continued, though acts of their councils are submitted through this office to the Secretary for Executive action.

Both Cherokees and Creeks recently made an agreement with the commission, which was adopted by a vote of their people, providing for a general allotment and disposition of their lands, but neither have been ratified by Congress, the provisions of the act of Congress above referred to still being in force.

Under regulations of the Secretary of the Interior a land office has been established by the commission to the five tribes in the Creek Nation, and many Creek citizens have filed and had recorded selections of their proposed allotments, after which they have rented same to cattlemen and others. This has not yet been commenced in the Cherokee or other nations, the census not yet having been completed or those entitled to allotment been ascertained.

Mineral leases in these nations have heretofore been granted by their national authorities under a tribal law covering contract which continued for a term of years. The present desire of these nations, however, as expressed by their recent agreements, is that no mineral be reserved from allotment, and protests have been filed with the honorable Secretary of the Interior by the tribal authorities against granting or renewing mineral leases for the term of fifteen years, as provided by existing laws. Therefore, by direction of the Department, interested parties have been advised that applications for lease would only be considered for 640 acres upon which they had actually made improvements or expended money in developing or operating mines under their former tribal lease. Several oil leases have been operated to some extent and considerable money expended in sinking wells, but operations were suspended pending Congressional legislation affecting this question. Such parties have not yet submitted applications covering 640 acres only upon which wells have been sunk. There have been several other applications for renewal of tribal leases covering 640 acres each for coal in the Cherokee Nation, which are at present under consideration, and extent of improvements made and money expended ascertained.

By Department authority residents having coal in limited quantities, on lands in their possession have been permitted to mine and dispose of the same for local consumption by paying 10 cents advanced royalty without entering into formal lease. Such limited operators have paid royalty to the Indian agent, accompanied by sworn statements concerning the extent of their operations. The royalty so collected to June 30, 1899, amounted to \$239.71.

The laws of the Cherokee Nation levy taxes as follows:

Citizens are required to pay permits of 50 cents per month, in advance, for each noncitizen employed.

Citizens are taxed 50 cents per head upon all cattle introduced or purchased from noncitizens who have introduced them into the nation and 25 cents per head per year.

Merchants, both citizen and noncitizen, are required to pay a tax of one-fourth of 1 per cent on all bills of purchase.

A tax of 20 cents per ton is levied upon all prairie hay cut for sale or shipment.

Peddlers are taxed 5 per cent on the amount of goods sold.

Under the treaty of 1866 noncitizen merchants in the Canadian district (being that part of the Cherokee Nation lying south of the Arkansas River) are not required to pay a tax. In my opinion this condition should be changed by appropriate action of Congress, so that the revenue laws of the Cherokee Nation shall apply uniformly in all portions of the Nation.

Itinerant venders of drugs, nostrums, etc., are taxed at the rate of \$50 per month.

The laws of the Creek Nation assess the following taxes:

On merchants 1 per cent of first cost of goods or merchandise offered for sale,

On physicians, \$25 per annum.

On lawyers, \$25 per annum.

The various other professionals and tradesmen are taxed amounts per annum ranging from \$6 to \$150.

These tribal laws are considered still in force, and the regulations of the honorable Secretary of the Interior require that all revenues due tribes shall be collected and deposited to the credit of the tribe to which it belongs.

These taxes are paid to the United States Indian agent, Union Agency, and have aggregated to June 30, 1899, \$2,911.16 for Cherokees, and \$4,913.63 for Creeks. If all due were paid, these amounts would be materially increased, but until recently there has been no method whereby payments could be enforced. Revenue inspectors have, since July last, been appointed to visit different towns and localities, ascertain and report delinquents, and the Secretary of the Interior has authorized and directed that noncitizens refusing should be removed from the Territory, under the provisions of section 2149 of the Revised Statutes, which provides that—

The Commissioner of Indian Affairs is authorized and required, with the approval of the Secretary of the Interior, to remove from any tribal reservation any person being therein without authority of law, or whose presence within the limits of the reservation may, in the judgment of the Commissioner, be detrimental to the peace and welfare of the Indians; and may employ for the purpose such force as may be necessary to enable the agent to effect the removal of such person.

A town-site commission has been appointed for the town of Muscogee in the Creek Nation, and at present are engaged in platting and surveying the town, but as yet no lots have been appraised or disposed of.

A payment of \$113,441.55 was made by the Indian agent in April and May last, being interest due from the United States on Cherokee invested funds, and which was applied to their outstanding indebtedness by paying the interest on their warrants now in circulation, together with the principal of as many others as funds would permit. Another payment of about \$95,000, being Cherokee interest due to July 1, 1899, will also soon be made. A similar payment is now being made of interest due the Creek Nation, an examination of warrants in circulation having just been completed, which will amount to about \$185,000.

Smallpox appeared among the Creek Indians in February last, which spread rapidly and as the tribal authorities took no measures to check same, under direction of the Department this office assumed charge of the matter, except at the extreme western part of the country, where the Indian agent in charge of Sac and Fox Agency, Okla., assumed charge of certain territory which was most accessible from his agency, and where the disease was most prevalent. The Indian agent above referred to reports that within the territory under his supervision there were 140 cases, with 76 deaths; also, that a total of about 1,000 were vaccinated, and that the total cost of attending to same, including services of guards stationed at places quarantined, nurses, physicians, traveling expenses, clothing, medicines, care of sick, etc., amounted to \$6,652.55. In addition there has been incurred by this office a similar indebtedness amounting to \$4,609.93. The physicians report having attended 27 cases, with 5 deaths, and that 2,259 persons were vaccinated. This will make an aggregate of \$11,262.48 expended for this purpose, which has been approved by the Department. Arrangements were also made whereby any suspicious cases appearing in towns surrounding the Creek Nation would be properly reported and necessary action taken to prevent further spread.

The annual report of the United States Indian agent for Union Agency is submitted herewith.

The agent recommends a reduction of the present force of Indian police and increasing the pay of those retained for the reasons set forth in his report.

While it would be impracticable to increase the pay of these police without Congressional legislation—which there is some doubt whether Congress would assent to—yet it would be desirable to do so, as it is frequently necessary under existing conditions to enforce tribal laws, to detail policemen on extensive and expensive trips requiring their entire time, and for which they should receive a rate of compensation commensurate with the character of the service performed. At present officers receive \$15 and privates \$10 per month.

Statistics showing in detail the amount of revenues collected are shown by the agent's report, to which attention is respectfully invited.

GENERAL.

The present complicated condition of affairs in the various nations, as above briefly enumerated, renders it extremely difficult for this office to supervise and see that all laws are complied with as directed.

The offices of inspector and Indian agent are also constantly flooded with communications from interested parties—both citizens and non-citizens—located in all parts of the Territory, as well as from others outside, requesting information in reference to the construction of the law and of their rights in the premises.

Although there are many who criticise the Department for decisions averse to their interests, the majority are desirous of complying with the law as construed; and in view of the condition of affairs which has existed in this country for years—the influx of outsiders, nonenforcement of some tribal laws, and improper collection and uses of revenue—it is surprising that all concerned should submit to so radical a change with such good grace. The rights of the full-blood Indian appear to have been rarely considered or recognized in the past.

Where cases of unlawful cutting of timber have been reported they have been investigated and referred to the proper United States attorney for appropriate action.

TAXES OR PERMITS OF NONCITIZES.

It is estimated there are about 400,000 white people who are non-citizens within the Indian Territory, many of whom feel they have acquired rights and are not subject to tribal laws or required to pay any permits or other tax.

All tribal permit laws are considered by the Department as still in force, not having been repealed by their own council or by Congress. In the Choctaw and Chickasaw nations their government continues about eight years, together with their tribal laws.

There have been no recent permit laws enacted in the Cherokee Nation or Creek Nation, and under instructions from the Department all existing permit and other taxes from noncitizens are being collected. In the Cherokee Nation, however, taxes are all due from citizens, some of whom have paid, but many others have not remitted. Their tribal laws provide a penalty for nonpayment, but as their tribal courts have been abolished there has been no method yet adopted to enforce payment of these taxes from citizens as provided by their own laws.

Resident noncitizen lawyers of the Creek Nation protested against the payment of \$25 per annum, but were advised by the Department that such payment should be made, otherwise they would be subject to removal under section 2149, Revised Statutes, above referred to, which this office was instructed to enforce throughout the Indian Territory.

Section 2134 also provides that all foreigners who shall go into an Indian country without passport from the Department of the Interior or other officer of the United States, or who shall remain therein after the expiration of such passport, shall be liable to a penalty of \$1,000.

These lawyers appeared before the Hon. J. R. Thomas, judge of the United States court at this place, for an injunction against the enforcement of this payment or removal from the Territory, but application was refused and they were considered by the court as intruders unless they complied with the tribal laws or the regulations of the Interior Department.

Many also feel that where living within the limits of an incorporated town, subject to its laws, they should not be required to also pay a tax or permit to the nation. So long, however, as this is considered an Indian country and the affairs under the supervision of the Secretary of the Interior it would seem that they are subject to such laws and regulations, or suffer removal therefrom.

Section 26 of the Curtis bill provides—

That on and after the passage of this act the laws of the various tribes or nations shall not be enforced at law or in equity by the courts of the United States in the Indian Territory.

It will be noticed, however, that no provision is made that such laws are not to be otherwise enforced, thereby leaving it to the Interior Department as guardians of the Indians to require, by rules and regulations, enforcement of tribal laws, as provided by the United States statutes.

It has repeatedly been considered and so held by the courts that discretion being given the Department for removal, as provided in section 2149, such discretion could not be controlled by any court.

It is claimed, however, that the necessity for collection of this revenue has now ceased to exist and therefore should not be enforced. This, however, does not appear to justify noncitizens from remaining within the limits of the Indian country without the permission of such Indians or of the Government.

The condition of the finances of these nations, as shown under the head of "Finances," also demonstrates that these revenues are at the present time much needed by the respective nations.

It is also claimed by noncitizens that, by the payment of these taxes for permission to remain in the Territory to trade, practice professions, or engage in other business for which a revenue is provided, they receive no benefits therefrom—evidently not considering the fact that by the payment of such taxes or revenues they are given permission to transact their business in the Indian Territory, and are not subject to such taxes as would be levied elsewhere by counties or States.

I would, however, suggest the advisability of recommending to Congress or to the authorities of the different nations that all taxes or revenues of whatever character throughout the nations be uniform, and that Congress direct all such to be collected by the Department and the proceeds used as a general school fund for all noncitizens and others, as much of the crime in this Territory may be traced to the illiteracy of persons within the Territory outside of the various towns.

PENITENTIARY.

From the records of the United States courts in the Indian Territory, as reported to me, it appears there have been sent to the various penitentiaries in the States for the fiscal year ending June 30, 1898, the following number of persons convicted of crimes:

From the southern district, 108, at a cost to the Government for transportation of \$4,337.13.

From the central district, 183 prisoners, costing the Government for transportation, \$3,374.08.

From the northern district, 403 prisoners, but the cost to the Government for their transportation could not be obtained.

In view of this cost of transportation, and the advisability of establishing a Government penitentiary in the Indian Territory, the various United States judges, in reply to inquiries upon the subject, report as follows:

Hon. W. H. H. Clayton, judge of central district, states:

If the three jails be built, as now provided by law, I do not see the necessity for establishing a penitentiary here, provided the Attorney-General has power under the law to designate them as places of imprisonment for persons who may be sentenced for more than one year. Otherwise, I believe that the building of a penitentiary here, where all of our criminals may be sentenced, will be greatly to the interest of the Government, and in my opinion ought to be done.

Hon. William M. Springer, judge for the northern district, states:

My own opinion is that a penitentiary in the Indian Territory would result in a great economy to the Government. This is only an opinion, which can only be verified by a practical test.

Hon. Hosea Townsend, judge for the southern district, states:

So far as my opinion would go as to the advisability of establishing a penitentiary, my judgment would be that the sooner these Indian governments could be wound up, the lands allotted, and the country put into a Territorial form of government, and finally a State, would be the best and most correct solution of this Indian business.

The agreement with the Cherokees in January last, which, however, was not ratified by Congress, provided for a reservation for an army post and a penitentiary on the site of the old military reservation at Fort Gibson.

In view of the unsettled condition of affairs which now exists, and must exist in this section of the country for some years, it would appear desirable to establish a military post, as suggested, as the presence of troops in this country would have a beneficial effect in assisting preserving law and order. The large annual expense for transporting prisoners would also seem to suggest the advisability of locating a Government penitentiary within the Territory.

FINANCE AND TRIBAL GOVERNMENTS.

No information has been requested concerning the condition of finances of the Seminole Indians, as, according to a recent agreement, they still act independently of the United States Government in the management of their affairs.

No information has been received of amount of revenue collected or received by the authorities of the Choctaw or Chickasaw nations.

The Choctaw Nation receives from the United States Government \$59,570.95 annually, being interest on invested funds. As mentioned above, Congress, at the request of the nation, recently appropriated \$75,000 of their funds to pay outstanding indebtedness, and an investigation by Inspector J. W. Zevely developed the fact that it could not be ascertained from the meager records kept, or information of officials, the amount of such indebtedness. Therefore public notice was given requesting holders of warrants to forward them to him for inspection. The warrants submitted aggregated about \$112,000, but it was impossible to ascertain if such included all outstanding indebtedness or were valid claims against the nation, there being no records to show by what authority many warrants had been issued. It was also found that many warrants in the executive office claimed by the authorities to have been paid had not been canceled or showed any evidence upon their face that they were not lawful warrants still outstanding. The Choctaw law requires all warrants to be marked "Paid" across same when taken up, which, however, in many instances has not been done. Therefore it may be questioned if many warrants now outstanding have not once been paid, and it is surprising that their indebtedness is not now much greater. Several appropriations have been made during the past year by their council which were not submitted for the President's approval, providing for issue of duplicate warrants claimed to have been lost. There appears to be no information, however, that the original warrant issued is not still in circulation and by the issue of which the nation discharged whatever obligation existed and should not now issue a duplicate warrant and thereby possibly, at some later day, pay both.

According to the record of their laws passed at the regular session of October, 1898, and March, 1899 (pamphlet edition 1899), the Choctaw national council appropriated during the past year large sums of money to defray the expenses of their tribal government, among which are appropriations of \$11,111.90 to pay the salaries of members and other expenses of the national council of the sessions named, and of \$34,977.22 for expenses of the tribal courts for the current year.

The Chickasaw Nation has also made large appropriations for similar purposes, and recently used \$200,000 with which to liquidate their outstanding indebtedness.

In the Creek and Cherokee nations the tribal courts have been abolished, and the necessity for their reestablishment has not been demonstrated. Therefore the expenses incident to maintaining such have

been saved the nation, as they might be by the abolishment of the courts in the others mentioned.

In the Creek Nation it has been impracticable to obtain any information whatever concerning their outstanding indebtedness or amounts of revenues due and from what sources, by reason of the fact that they have kept no records at all.

Section 19 of the Curtis bill provides—

That no payment of any moneys on any account whatever shall hereafter be made by the United States to any of the tribal governments or to any officer thereof for disbursement, but payment of all sums to members of said tribes shall be made under direction of the Secretary of the Interior by an officer appointed by him; and per capita payments shall be made direct to each individual in lawful money of the United States, and the same shall not be liable to the payment of any previously contracted obligation.

Under this provision, regulations have been issued by the Department requiring that all disbursements should be made by the Indian agent of the Union Agency, under the supervision of the inspector.

The Creeks have an annual allowance from the Government of \$123,646.54, being interest on invested funds, while the Cherokees have \$136,890.88 due them annually. The payment of about \$185,000 outstanding indebtedness of the Creek Nation is now being made by the Indian agent. A payment of \$113,441.55 was recently, in April and May last, made by the Indian agent to holders of Cherokee warrants, of which \$12,662.37 was paid for interest on some still outstanding (all warrants bearing 6 per cent interest), and the balance, \$100,779.18, on both interest and principal, thereby taking up and canceling as many warrants as possible. An examination of these warrants demonstrated that they were legal and proper claims against the nation, according to their records.

A payment of all Creek warrants is now in progress. There being no records whatever of their indebtedness, public notice was given requiring holders of all warrants to present them for examination. So far, warrants to the amount of about \$185,000 have been presented, but it is impossible to state how many more are outstanding. Many of those presented were improperly issued, being signed in the chief's name, though not by him, as required by law. Many others were issued for which there appears to have been no appropriation, and consequently can not be paid, while others represent amounts due for tribal court officials for services rendered after October 1, at which time their courts were abolished by the Curtis bill and the chief so notified. It has, therefore, required a large amount of time and labor to examine and ascertain the correctness of each warrant presented for payment.

The total amount of warrants presented which can not be paid aggregate \$2,800, approximately.

I recommend that no more warrants be allowed to be issued and circulated by tribal authorities until submitted to and approved by the Indian agent or superintendent of schools.

The present condition of the finances of these various nations demonstrates the necessity for their obtaining all revenue possible.

As the Cherokee warrants draw 6 per cent, while the nation only receives 5 per cent interest from the United States for interest on their invested funds, it would appear desirable that they be permitted to withdraw sufficient funds with which to pay all outstanding indebtedness.

The Cherokee and Creek nations appropriated considerable amounts to pay members and expenses of their council meetings, besides large

sums for other purposes which, while not necessary, must continue so long as their governments are permitted to remain in existence.

The fact that these various nations appropriate large amounts annually without rendering any practical benefit to the people, except for schools, should be sufficient argument for the advisability of discontinuing their national governments, especially if Congress should make provisions for supervision of schools in the Cherokee and Creek nations.

The coal royalty supplies funds for schools in the Choctaw Nation, and undoubtedly will also furnish sufficient revenue for schools in the Chickasaw Nation hereafter.

SCHOOLS.

The superintendent of schools for the Indian Territory recently submitted a report to the honorable Commissioner of Indian Affairs recommending certain changes in management of schools in the Indian Territory, particularly in the Creek and Cherokee nations, in which I fully concur. His annual report is also submitted herewith.

It is absolutely essential that all schools in the Territory be placed under the supervision of the Department. The various nations are liberal in making appropriations for education, but funds so appropriated have not always been properly or judiciously expended. There is also an entire absence of industrial training at any school, both boys and girls being instructed in schoolroom work and music only.

RECOMMENDATIONS, AND NEW LEGISLATION DESIRABLE.

Being directed to state what legislation I consider necessary to properly execute the provisions of the act of Congress approved June 28, 1898, as appears from the existing condition in the Territory, I have the honor to submit the following:

It appears by agreement that all mineral land, other than coal and asphalt, is not reserved from allotment in the Chickasaw and Choctaw nations; therefore, to avoid complications later, it would appear desirable that further legislation be enacted reserving all minerals from allotment, or only to lease coal and asphalt, as the agreement provides at present that leases shall include all minerals.

That steps be taken to secure a uniform system of taxes or permits from noncitizens and all others, including citizens, to trade, introduce stock, etc., and noncitizens to reside within the limits of the Five Tribes, to be collected by the Department and applied as a common school fund for all, which is much needed, and for which some provision for noncitizens is essential, and which plan would meet with little opposition.

Also, that all tribal governments be abolished, as they are of no practical benefit to any community other than providing appropriations for the maintenance of schools, which should be under the supervision of the Department, and uniform rules and regulations adopted to apply to the various tribes.

In consideration of that clause of the agreement between the Choctaw and Chickasaw nations and the United States which provides for the continuance of the tribal governments of those nations for a period of eight years from March 4, 1898, and that this provision shall not be construed to be in any respect an abdication by Congress of power at any time to make needful rules and regulations respecting said tribes, it is suggested that an international council of representatives from each of the Five Civilized Tribes meet together annually and enact

uniform laws covering the various nations, to be approved by the President of the United States before becoming effective, until further Congressional legislative action is had regarding affairs in this Territory.

The office of principal chief of each of the five tribes should, however, be continued, to transfer title to lands allotted or town lots sold and represent the Nation in other matters, but the other machinery of their government, including councils, do not appear necessary and are of no benefit to their people generally.

That the advisability of establishing a military post and Government penitentiary within the limits of the Indian Territory be considered.

Also, the establishment of an insane asylum. Reports from different officials of the Five Tribes show there are a considerable number of insane persons (19 citizens and 2 noncitizens being reported as within the limits of the Cherokee Nation) for which no provision is made in any other nation, except the Cherokee Nation, where a national asylum is maintained.

Some legislation is desired concerning the laying out and working of public roads. Under the present system of allotting there appears to be no provision made for such, and much complaint has been and is repeatedly being made to this office that citizens selecting allotments fence up existing roads, thereby seriously inconveniencing the traveling public and the carrying of the mail.

It is also desirable that Congress be asked to apply the "estray" laws of Arkansas, as set forth in Chapter LVIII, entitled "Estrays," of Mansfield's Digest of the Statutes of the State of Arkansas, to the Indian Territory, and that the poll tax of said State also be made to apply to incorporated towns in the Indian Territory, together with a law as to qualifications of legal voters and prohibiting persons convicted of felonies from voting.

Very respectfully, your obedient servant,

J. GEO. WRIGHT,

United States Indian Inspector for Indian Territory.

The SECRETARY OF THE INTERIOR.

REPORT OF SUPERINTENDENT OF SCHOOLS FOR INDIAN TERRITORY.

OFFICE OF SUPERINTENDENT OF SCHOOLS FOR INDIAN TERRITORY,
Muscogee, Ind. T., August 19, 1899.

DEAR SIR: I beg leave to submit my first annual report as superintendent of schools in Indian Territory, together with the report of the supervisors of the Cherokee, Creek, and Chickasaw nations.

Supervisor McArthur, of the Choctaw Nation, has been so exceedingly busy that he has not yet found time to complete his report.

Respectfully submitted.

JOHN D. BENEDICT,

Superintendent of Schools in Indian Territory.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

OFFICE OF SUPERINTENDENT OF SCHOOLS FOR INDIAN TERRITORY,
Muscogee, Ind. T., August 19, 1899.

DEAR SIR: I have the honor to submit to you my first annual report as superintendent of schools in the Indian Territory. This report must necessarily be incomplete, for the reason that we have had charge of these schools but a few months, our jurisdiction over them has been limited, and no records are available from which we can gather any reliable statistics.

HISTORICAL SKETCH.

The Indian Territory is about as large as all of New England, omitting Maine. This vast tract of land, comprising more than 20,000,000 acres, was ceded by the United States Government about sixty years ago to what are known as the Five Civilized Tribes, to wit, the Cherokees, Choctaws, Chickasaws, Creeks, and Seminoles, in exchange for lands held by them in the States east of the Mississippi River. Soon after the Indians located here they were visited by numerous missionaries, who established little schools and churches in various parts of the Territory. It proved to be a fruitful field for mission work, and it was not long until the Presbyterians, Baptists, and Methodists had established substantial boarding schools in all the nations. These schools were at first maintained entirely by the various church boards of home missions, but as the years advanced, the patient, untiring, self-sacrificing efforts of these mission teachers resulted in gaining for them the confidence and support of the Indian authorities, until finally the various Indian councils were induced to make annual appropriations for the support of these schools. So long as these mission boards remained in charge of these schools the educational affairs of the Territory progressed fairly well, but there came a time, not many years ago, when the Indian authorities thought themselves wise enough to control these schools and appoint the teachers and superintendents therein. Many an honest old Indian looks back to that time with regret, and it is very generally conceded that the schools of the Territory have not made any material advancement since that change was made. Too much can not be said in praise of the earnest efforts of these various mission boards to civilize, educate, and Christianize the Indians. Their influence is yet everywhere visible; a few of their schools are still continued under their own management, and these schools are among the best in the Territory. As soon as the Indian authorities assumed control of these schools many of their school officials began the practice of such extreme favoritism and partisanship in their management as to render educational progress an absolute impossibility. Here and there has occasionally been found an educated Indian school official who seemed to appreciate the necessity and the value of thorough educational work, but in most cases his efforts to build up the schools have been thwarted by his more ignorant colleagues, who seemed to regard it their first duty to secure positions for their own relatives and political friends regardless of their qualifications.

For several years past each nation has had its own school laws and school officials, the Cherokee Nation having had control of its own educational affairs for a longer period than any other nation or tribe. The laws and rules of management have varied somewhat in the several nations, but the defects, the weak points, in each have been very much alike. In each nation there are two classes of schools, viz: boarding schools or academies and neighborhood schools.

While in some instances attempts have been made to convert the boarding schools into higher institutions of learning, yet, on account of the favoritism manifested in the selection of pupils to attend them, scarcely any of them have risen above the grade of the average common school, and in nearly every instance the primary pupils now outnumber the advanced students in each academy.

It is not unusual to find four or five children of one family in a boarding school, while some citizens who have reared large families of children have never been able to get any of them assigned to the academies. In every nation these boarding schools have been regarded as favored institutions by the various boards of education. Money has been lavishly spent in the erection of buildings, the purchase of supplies, and the employment of teachers and other employes, while the neighborhood schools have suffered from neglect. The Indian authorities have built no neighborhood school buildings at all, it being a general requirement that every neighborhood desiring a school must furnish its own schoolhouse. As a natural result of this plan the country and village schoolhouses are cheaply built, poorly furnished, and illy adapted to the purposes of a school.

The following is an estimate of the total population of the Indian Territory, compiled from the records of the Dawes Commission:

Cherokee Indians	30, 000	
Cherokee freedmen	4, 000	
		34, 000
Total number of Cherokees		34, 000
Choctaw Indians	14, 500	
Choctaw freedmen	4, 500	
		19, 000
Total number of Choctaws		19, 000
Creek Indians	10, 000	
Creek freedmen	4, 500	
		14, 500
Total number of Creeks		14, 500

REPORT OF U. S. INDIAN INSPECTOR FOR INDIAN TERRITORY. 197

Chickasaw Indians.....	6,000	
Chickasaw freedmen.....	4,500	
	<hr/>	
Total number of Chickasaws.....		10,500
Seminole Indians.....	2,000	
Seminole freedmen.....	1,000	
	<hr/>	
Total number of Seminoles.....		3,000
	<hr/>	
Total number of Indians in Territory.....		62,500
Total number of freedmen in Territory.....		18,500
Total white population in Territory.....		200,000
	<hr/>	
Total population of Territory.....		281,000

ENROLLMENT AND ANNUAL COST OF BOARDING SCHOOLS.

The following table shows the enrollment and annual cost of each boarding school in the Territory. It has not been possible to secure exact data from every school, but the figures given below are approximately correct:

Name of school.	Enroll-ment.	Aver- age at- tend- ance.	Months of school.	Annual cost of mainte- nance.	Average annual cost per pupil.	Number of em- ployes.
Choctaw Nation:						
Jones Academy (male).....	85	75	10	\$15,000	\$200.00	12
Spencer Academy (male).....	84	70	10	15,000	214.00	12
Tushkahoma Female Institute.....	90	75	10	15,000	200.00	10
Armstrong Orphan Academy (male).....	65	62	10	9,000	145.00	8
Wheelock Orphan Academy (female).....	60	50	10	8,000	160.00	8
Cherokee Nation:						
Male Seminary.....	90	78	9	11,625	149.00	13
Female Seminary.....	125	105	9	18,500	176.00	15
Orphan Home.....	129	110	9	15,000	136.00	15
Colored High School.....	25	20	9	3,500	175.00	7
Chickasaw Nation:						
Chickasaw Orphan Home.....	60	.....	10	9,000	150.00	9
Wahpanucka Institute (male).....	60	.....	10	9,600	160.00	8
Collins Institute (female).....	40	.....	10	6,000	150.00	6
Harley Institute (male).....	60	.....	10	10,000	166.00	8
Bloomfield Seminary (female).....	80	.....	10	12,500	156.25	10
Seminole Nation:						
Mekusukey Male Academy.....	100	65	8	10,500	160.00	10
Emahaka Female Academy.....	100	80	8	10,500	131.00	10
Creek Nation:						
Eufaula.....	100	71	9	9,600	135.00	10
Creek Orphan Home.....	62	52	9	7,266	140.00	8
Enchie.....	70	65	9	7,700	118.00	8
Wetumka.....	100	85	9	9,600	110.00	12
Coweta.....	50	37	9	5,000	135.00	9
Wealaka.....	50	45	9	5,000	118.00	8
Tallahassee.....	80	66	9	9,600	144.00	10
Colored Orphan Home.....	35	24	9	3,833	138.00	6
Pecan Creek.....	60	52	9	5,000	100.00	7
Nuyaka.....	100	89	9	10,500	100.00	15
Total.....	1,958	1,231	.....	251,824	.....	254

Neighborhood schools.

Nation.	No. of schools.	Annual cost.	Enroll- ment.
Cherokee.....	124	\$30,780	4,258
Choctaw.....	160	35,000	.....
Creek.....	65	17,100	.....
Chickasaw.....	13	26,000	355
Seminole.....	2	500	.....
Total.....	365	113,880	.....

DEFECTS IN INDIAN TERRITORY SCHOOLS.

Some of the most serious defects in the schools of the Territory may be enumerated as follows:

1. *Incompetent supervision.*—Nearly every nation has had a law upon its statute books to the effect that none but citizens of the nation were eligible to the position of superintendent of a boarding school. These important, responsible positions have been regarded as political perquisites, and no educational standard or requirement is demanded of the men who fill these positions.

There are at present 26 boarding schools in the Territory, and the superintendents of not more than four of these schools are competent to teach any of the common school branches; yet these superintendents usually select all of their own teachers and have unquestioned authority in the supervision and management of their schools. Some of these superintendents are well-meaning men, who do the best they can for the children; but others are unfit, morally and educationally, for the positions which they have held.

The work in every one of these schools bears the impress and reflects in a marked degree the character of its superintendent. The truth of the old saying, that "a stream can not rise above its source," may be fully demonstrated here. In those few schools where the superintendents have manifested a commendable degree of interest in the welfare of the children, and have been fortunate enough to secure good teachers, the task of educating the children has been fairly well performed; but where the superintendent has insisted upon giving the best positions to his relatives or political friends, regardless of their qualifications, and then, notwithstanding his ignorance of educational methods and management, has persisted in personally supervising and directing the educational work of the school, the results have not been satisfactory. Teachers are not stimulated to exert their best efforts in behalf of the children, oftentimes saying that their employers do not appreciate thorough drill and training.

So long as teachers are thus led to believe that the permanency of their positions depends upon their ability to "get along easily" with their pupils, rather than upon their ability to do successful work, but little real progress will be made toward thorough educational training.

2. *Irregular attendance.*—The parents of most Indian children do not appreciate the importance of keeping their children in school regularly. It is not unusual for parents to visit the boarding schools and upon returning home to take their children with them, keeping the latter out of school several weeks at a time, with no excuse therefor further than wanting the children to visit at home a while. The reports received from neighborhood schools show very irregular attendance also. Parents often refuse to send their children to school because the teacher does not belong to the church of their choice. Pupils are often kept at home to pick cotton, gather crops, or to take care of the babies. Parents do not seem to understand that it is necessary that they should send their children to school regularly. Some plan of compulsory attendance is needed.

3. *Financial mismanagement.*—For a boarding school containing 100 pupils it has been customary for the Indian authorities to annually appropriate about \$10,000 for board, clothing, medical attendance, and books. One-fourth of this amount is paid to each superintendent in warrants, in advance, at the beginning of each quarter. The superintendent has been allowed to dispose of these warrants about as he pleased, often discounting them for cash or trading them to merchants for provisions. This plan of paying the boarding-school superintendents in advance has encouraged extravagance on their part, and as a result nearly every school has closed its year's work in debt. To cover these deficits special appropriations would be made, and as a result the expenditures for school purposes have for several years past exceeded the amount of money available for school purposes. In many instances teachers have been compelled to wait a year or more for their salaries, and superintendents have discounted their warrants or have been compelled to buy provisions on time, agreeing to pay exorbitant prices therefor. Merchants, not knowing when they would be paid, have in many instances refused to sell provisions to these schools at any price. The fiscal year with nearly all the Indian nations begins and ends in December, yet several boarding schools have already expended the full amount of their present year's appropriations, and, as usual, will be compelled to buy provisions for the next three months on credit, wherever they can obtain such credit, leaving the merchants with whom they deal to run the risk of securing special appropriations from the Indian councils and often being compelled to wait a year or more for their money. A merchant of limited means can not afford to sell goods at any price, under such circumstances, and those who are able to assume the risk must charge more than ordinary prices therefor. Under these circumstances, these boarding schools, instead of being able to buy goods below the regular retail prices, as they should, are compelled to pay more than current market prices.

Instead of allowing these boarding-school superintendents to buy goods wherever and at whatever prices they choose, it would be better to advertise and let contracts to the lowest responsible bidders for furnishing such supplies as are needed, upon estimates carefully made in advance, for each school.

4. *Neglect of the English language.*—In view of the many changes that will probably take place in the Territory within the next few years, it is very important that the Indian children acquire a thorough knowledge of the English language. So long as the superintendents of the boarding schools persist in conversing with their pupils in the language of their nation or tribe, as many of them have done and still continue to do, it will be impossible for these Indian children to acquire that practical knowledge of the English language which they so sadly need. Learning to speak the English language correctly is perhaps the greatest task ever imposed upon the Indian, and his children should be assisted and encouraged in this difficult work by hearing and speaking it as much as possible.

NEEDED IMPROVEMENTS.

Aside from the needed changes and improvements that may be inferred from the "defects" above described, there are other improvements necessary before the schools of the Indian Territory will rank with the public schools of the States, some of which may be enumerated as follows:

1. *Competent teachers.*—Many of the teachers are natives of the Territory; some are whites who have spent the greater part of their lives among the Indians. But very few of them have had any normal or special training for their work. Fewer still have read any books on teaching or any educational journals. Many of them evince a desire now, however, to better prepare themselves for their work, and attribute their want of thorough preparation to the fact that they have had no encouragement, no intelligent supervision, no incentive to work.

Summer normals or review terms have heretofore been practically unheard of, but during the summer just past at least three successful summer normals were held in different parts of the Territory.

Already the teachers of the Territory are asking that they be given an opportunity to review the school branches next summer under the direction of competent instructors.

2. *Better sanitary conditions.*—Nearly all the boarding schools of the Territory are located in the country, remote from towns and railroads. The natural surroundings are conducive to health, but sanitary conditions have been neglected. Large pools of stagnant water have been found in the basements of some of these buildings. In some instances it has been customary to throw slops out the windows of the school buildings. Dirt and filth have been allowed to accumulate in and around the buildings. Pupils have not been properly trained in habits of cleanliness and neatness. In some instances the food has been of poor quality and poorly cooked. Fat bacon and badly baked bread have constituted too large a portion of the daily diet of pupils. As a result of such unsanitary conditions, sickness has been too prevalent, and contagious diseases too frequently attack these schools.

The stalwart, robust, agile Indian, so well known in history and fiction, did not, as a rule, receive his training in one of these schools.

3. *Manual training.*—In the very nature of things these Indians must continue to be an agricultural people. Changes now going on will soon result in placing every Indian man, woman, and child in the Territory in possession and ownership of a farm. In the preparation and enforcement of courses of study in the past it has seemed to be the aim of those in charge to prepare the pupils for college rather than to prepare them for the life which, in all human probability, the vast majority of them will be compelled to live. The girls, who must become housewives, have been taught Latin (too often neglecting the common-school branches), but have been studiously encouraged to neglect sewing, cooking, and all other branches of domestic economy. Almost every boarding school has a farm surrounding it; yet the boys have not been encouraged to study the various kinds of soils, crops, or plants. But little attention has been given to stock raising, although the facilities for training of this kind have been excellent. It is a deplorable fact that some of these schools, owning 640 acres of fine agricultural land each, have been compelled to import condensed milk and do without eggs and butter.

The climate of the Territory is well adapted to fruit raising; yet one seldom finds a fruit tree or a berry bush growing upon an academy farm. No attention is given to the use of tools or to shopwork of any kind in these schools, and no tools other than a dull ax and rusty hatchet are usually found on the premises.

The very things which are most needed to improve the home life and surroundings of these Indians have apparently been wholly neglected in these schools. Schools have been conducted upon the hypothesis that the children were to become professional men and women rather than breadwinners. An eminent French educational writer has said concerning this subject:

"Now it seems to us necessary, in order that this practical instruction may bear all its fruits, that the child should learn to handle the principal tools by the aid of which man is made the master of the materials which are furnished him by nature and the fundamental industries—wood, the metals, leather, etc. In this innovation we think we see a triple advantage—a physical advantage, for in learning to use the plane, the saw, the hammer, the child will complete his gymnastic education, and will acquire a manual dexterity which will always be useful to him, whatever he may afterwards do, and will hold him in readiness, now and always, for all apprenticeships; an intellectual advantage, for the thousand little difficulties which he will meet with will accustom him to observation and reflection; a social advantage, it may be said, for after having appreciated by his own experience the qualities necessary for success in professional duties and for becoming a skillful workman there is not the least fear that if fortune favors him, to whatever position he may afterwards come, he will despise those of his companions who always work with their hands."

A change in the direction of intelligent work along the lines of industrial and manual training is badly needed in these schools, yet owing to the natives' dislike for work, this change should be inaugurated gradually.

CHEROKEE SCHOOLS.

The schools of the Cherokee Nation have been under the control of a board of education consisting of three members, all of whom are appointed by the principal chief. This board appoints all teachers, fixes their salaries, and has general supervision over all schools in the nation.

This nation has 4 boarding schools, viz: the National Male Seminary, the National Female Seminary, the National Orphan Asylum, and the Colored High School.

The male seminary is a substantial two-story brick structure, located near Tahlequah, the capital of the nation. It is probably the oldest school building in the Territory and has accommodations for 175 pupils.

The female seminary is a three-story brick building standing in a beautiful grove in the suburbs of Tahlequah. It is capable of accommodating 250 pupils, and is the finest school building in the Territory.

CHOCTAW SCHOOLS.

The schools of the Choctaw Nation have heretofore been controlled by a board of education consisting of five members, viz, the principal chief, a superintendent of education, and three district trustees. This nation has recently surrendered the entire control and management of its schools to the United States Government, and the principal chief, who is a progressive Indian, interested in the welfare of his people, seems glad to be relieved of the responsibility of directing the educational affairs of his nation. The three district trustees, who have each heretofore controlled one-third of the schools of the nation, are intelligent Indians, and are loyally supporting our efforts to improve the educational work of that nation.

CREEK SCHOOLS.

The schools of the Creek Nation have been under the entire control of their superintendent of education, who is appointed by the principal chief. The superintendent appoints all the boarding-school superintendents and all the teachers in the 65 neighborhood schools. His power to remove any superintendent or teacher at will has heretofore been unquestioned. Large sums of money have been spent by the Creeks for education, but in all their schools not more than a dozen pupils could be found who would be classed as high-school students. The superintendent is not an educated man and does not attempt to conduct his own examinations. "Too much politics" has kept the Creek schools from making any material advancement, and the citizens of that nation who are interested in thorough education welcome the dawn of a brighter day.

CHICKASAW SCHOOLS.

The Chickasaw schools have been under the control of a superintendent of public instruction, appointed by their legislature. Their boarding schools are let by contract on five-year terms. This nation maintains but about 16 neighborhood schools and the pupils in these are usually boarded at the nation's expense. Instead of spending so large a sum of money upon these few schools, it would be advisable to establish schools in every part of the nation, and reduce the expense of each. The common school and the influence of a refined, intelligent, sympathetic teacher

should be brought as near as possible to the home of the Indian. Unfortunately, this nation has a law upon its statute books which reads as follows:

"Be it further enacted, That hereafter all citizens, school teachers who may wish to teach school in this nation, shall not be required to undergo an examination as to his or her qualifications, as a teacher, before being permitted to teach said school."

So long as such a law is in force, the schools of that nation can not effect much material progress.

CHOCTAW AND CHICKASAW FREEDMEN.

By the provisions of the Atoka agreement the Freedmen of the Choctaw and Chickasaw nations are prohibited from sharing in the school funds of these nations which are derived from royalties on coal and asphalt.

These colored citizens, as a rule, are poor. They are anxious, however, to secure educational privileges for their children, and some provision should be made for them. The ancestors of these colored people were brought here prior to the war as slaves of the Indians, and after the war many of them were adopted as citizens of the various Indian nations. They are not "intruders," but have certain rights here as citizens, and some provision should be made for educating their children.

CONDITION OF WHITE SETTLERS.

It is estimated that there are 200,000 white people in the Indian Territory, which, according to the usual rules for computing statistics of population, places the number of white children of scholastic age at from 40,000 to 50,000. This vast army of boys and girls have been practically debarred from school privileges; none of them are allowed to attend the Indian academies. In a few instances, they have been permitted to attend the crude neighborhood schools, upon paying tuition.

The white man came to the Territory with the consent of the Indian. He has done much toward building up the towns of the Territory. He has been compelled to pay into the various Indian treasuries vast sums of money in the form of "permit" taxes. These taxes have been levied upon almost every kind of business, upon the professions, and in some instances a poll-tax has been imposed upon every white man entering the Territory.

Oftentimes as much as 1 per cent is levied upon the full value of all goods sold by merchants.

No part of this fund is used for public schools, building bridges or improving roads, and none of it reaches the treasury of the city in which the man who pays it transacts his business.

It would seem that this money, or a portion of it, at least, might well be converted into a common school fund, for the benefit of all the people residing in the Territory. At present a few of the incorporated towns and cities of the Territory are struggling heroically in an effort to establish and maintain free public schools for all the children, but they are embarrassed by the fact that they are dependent solely upon funds derived from taxes on personal property, the title to all the real estate in the Territory being vested in the Indians and is nontaxable.

Congress ought to be induced to give this matter serious consideration, for conditions here are serious and anomalous. It can not be claimed that Congress would be establishing a dangerous precedent by affording relief to the residents of the Territory, for no other portion of the United States presents circumstances and conditions similar to those existing here. The jails of the Territory are filled to overflowing and the Government is being urged to build more jails and penitentiaries. Let Congress make it possible to establish free schools in every town and township in the Territory, and crime and criminals will become less expensive to the Government.

THE TERRITORIAL PRESS.

I can not close this report without a word of thanks to the daily and weekly newspapers of the Territory. So far as heard from, every newspaper in the Territory has heartily commended every effort toward improving educational conditions. Their columns are always open to us, and their editorials tend to create a livelier interest among the nations in educational matters. They are doing much toward enlightening the nations upon the many vexatious questions which constantly arise, as a result of the important changes now going on in Territorial affairs, and their influence tends toward a higher and better civilization.

Respectfully submitted.

JOHN D. BENEDICT,
Superintendent of Schools in Indian Territory.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

ARDMORE, IND. T., July 22, 1899.

SIR: In reply to your letter of July 10, 1899, and in compliance with the inclosed request of the 5th instant from the honorable Commissioner of Indian Affairs, I submit herewith a few statistics, such as the limited time and impassable roads permitted me to gather, regarding the educational conditions in the Chickasaw Nation.

Owing to recent heavy rains and an entire absence of bridges, it has been impossible to interview the superintendent of public instruction and many other persons from whom I could obtain the most accurate data relative to schools and population in this nation.

I submit a conservative estimate of the noncitizen population of the Chickasaw Nation after consulting a number of persons who have traveled over this country extensively and figuring carefully the population of the towns through which I have traveled myself.

The Chickasaw country is about 100 miles long and about 90 miles wide, is situated between 33° 30' and 34° 45' north latitude, and is one of the richest agricultural countries in the United States, being composed largely of rolling, calcareous, prairie lands, with stretches of gravelly timber lands interspersed. It is well watered and thickly populated, containing probably, at a low estimate, 150,000 people, divided as follows:

Chickasaws and intermarried whites.....	6,000
Citizen freedmen, negroes.....	4,500
Noncitizen negroes, estimated.....	12,000
Noncitizen whites, estimated.....	127,500
Total.....	150,000

Estimated population of school age between 6 and 18 years, 37,500, obtained by counting one-fourth of the population as of school age.

The 6,000 Chickasaws are the only people out of this vast population who have any school privileges for their children. This nation has set apart the interest on their trust fund, amounting to over \$78,000 annually for the support of their national schools, consisting of 5 academies or boarding schools and 13 primary or neighborhood schools, with a total enrollment of 655 pupils for the last school year, divided as follows:

Name.	Enrollment.	Cost.
Bloomfield Seminary.....	80	\$12,375.00
Orphans' Home.....	60	8,500.00
Collins Institute.....	40	6,400.00
Harley Institute.....	60	9,900.00
Wapanucka Institute.....	60	9,600.00
Thirteen neighborhood schools.....	355	26,000.00
Superintendent's salary.....		750.00
Special State scholars (act repealed Jan. 1, 1899) and repairs to buildings, with other expenses, etc.....		4,669.05
Total appropriation.....	655	78,194.05

These schools are exclusive to children of Chickasaw blood only, and are limited by law to an enrollment of 685 pupils, while there are probably about 1,500 children of school age and of Chickasaw blood in this nation. More schools and a larger expenditure of money are necessary for the accommodation of these children.

I inclose a letter herewith from Judge H. C. Potterf, president of the board of school directors of the city of Ardmore, setting forth very clearly the conditions and difficulties encountered by them in establishing free schools here, which may be of value to you in compiling your report to the Commissioner of Indian Affairs.

Regretting that I have not been able to obtain some items which you suggest,

I am, very truly, yours,

JOHN M. SIMPSON,
Supervisor of Schools, Chickasaw Nation.

Hon. JOHN D. BENEDICT,
Superintendent of Schools, Muscogee, Ind. T.

Hon. JOHN D. BENEDICT,
Superintendent of Schools, Muscogee, Ind. T.

SIR: I submit my report on the condition of educational matters in the Cherokee Nation at the close of fiscal year 1899. As my services began only May 1 and my

duties are new in this nation, report must be fragmentary. Through the courtesy of the officials of the Cherokee Nation I have access to their records.

The Cherokees early welcomed religious teachers and mission schools. Their great genius, Sequoyah, invented their alphabet of 85 characters, each representing a syllable. After memorizing these characters any one who could talk the language could at once read it. The Bible and select books were soon in nearly every family. A weekly paper printed in Cherokee characters was published at the expense of the nation and a whole people were at once put in touch with current news almost without schools. But the ability to read their own language gave the desire to read the English, and with it the demand for schools came, and early in the century schools were encouraged.

In 1817 a written constitution was adopted and an elective form of government was established, in which intelligence and statesmanship found a demand, while heroes in battle and hereditary chiefs took a second place. Progress was rapid, and in 1827 an elaborate constitution was adopted and a modern form of government was made effective. An article of this constitution reads, "Religion, morality, and knowledge being necessary to good government, the preservation of liberty, and the happiness of mankind, schools and the means of education shall forever be encouraged in this nation." This article is in force in the present constitution. Schools were established and a school fund provided. Seminaries were opened for secondary instruction and thoroughly competent teachers were secured.

In the early sixties the hostile forces engaged in the civil war passed and repassed through the nation. The male seminary is the only building that is left to testify of former school facilities.

In the past thirty years much has been done by school authorities to rebuild and recover. The present female seminary building is a commodious structure, of pleasing appearance, with accommodations for 250 girls.

The male seminary has been enlarged to afford boarding and school facilities for 175 boys.

The orphan asylum accommodates 150 and the colored high school 60 pupils. There are at present 124 primary or day schools scattered throughout the nation.

These four high schools and 124 primary schools are maintained the current year at a cost, from Cherokee funds, of \$80,505.90, viz: Male seminary, \$10,625; female seminary, \$17,403.27; orphan asylum, \$14,125; colored high school, \$3,013.03; 124 primary schools, \$30,380; school board, books, insurance, etc., \$4,559.60. In addition to above, pupils at the high schools pay for their board \$7.50 per month at the seminaries and \$5 per month at the colored high school.

The schools are supported by an interest-bearing fund, held by the United States Government, amounting to \$797,756.01, an orphan fund of \$352,456.05, and an asylum fund of \$64,147.17.

Schools are in session sixteen weeks in the fall and twenty weeks in the spring, or nine months a year.

The 124 primary school teachers receive \$35 per month of twenty days. The principals of the seminaries receive \$100 and their assistants \$50 to \$75.

The enrollment the last term was at the male seminary 90, the female seminary 125, the orphan asylum 129, colored high school 25.

The enrollment of the 124 primary schools was 4,258; the average attendance, 2,368; males enrolled, 2,089; females, 2,169. Of these schools 14 are for colored pupils, and had an aggregate attendance of 790, or 365 males and 425 females. The 14 colored schools had an average enrollment of 56.4; an average attendance of 30.8. The 110 Cherokee schools had an average enrollment of 31.5 and an average attendance of 17.6.

The following statistics of general and scholastic population are the most reliable obtainable:

School children (ages 6 to 18 years):	
Cherokees, by blood.....	9, 253
Shawnees, by blood.....	305
Delawares, by blood.....	306
Freedmen.....	1, 223
Orphans at asylum.....	135
Total.....	11, 222
Cherokees, by blood.....	26, 500
Delawares, by blood.....	871
Shawnees, by blood.....	790
Intermarried whites, by blood.....	2, 300
Freedmen.....	4, 000
Total of Cherokee citizens.....	34, 461

The most general estimate of noncitizen resident population is that it equals or slightly exceeds the citizen population.

Under law of Congress approved June 28, 1898, there have been incorporated 26 towns in the limits of the Cherokee Nation. When duly elected and organized the school boards of these towns may buy, own, or lease school property, organize, equip, and conduct schools, and for these purposes the town authorities may assess and collect taxes to the amount of one-half cent on the dollar of all taxable property within said towns. Vinita and Fairland have already fulfilled the requirements of law and will conduct public schools of their own from this on.

There are several mission schools in the nation. At Tahlequah the Presbyterians maintain Tahlequah Institute, with an attendance of 150, and Park Hill Mission, 4 miles south, with 65 pupils, and also the Elm Spring Mission School.

The Cherokee Baptist Academy at Tahlequah, with 125 pupils, is supported by the Baptist Church, and the Friends maintain a school at Skiatook. These schools have been of value in the educational work of the Cherokees.

It was my privilege to attend the commencement exercises of the seminaries. Five young men and 11 young ladies graduated. Their addresses were every way creditable, reflecting ability and culture. These schools are the especial pride of the nation.

In several localities the noncitizen people maintain subscription schools for their children. A goodly representation of Cherokee youths attend schools in the States for advanced instruction and professional training.

Very respectfully,

BENJAMIN S. COPPOCK, —
School Supervisor, Cherokee Nation.

MUSCOGEE, IND. T., August 16, 1899.

DEAR SIR: I herewith submit to you my general report as school supervisor of the Creek Nation, Indian Territory.

Early in May, shortly after I entered upon my duties as supervisor, the schools of the nation closed; hence I did not get to visit any of them while in session, and can not report fully as to the work of the schools or the efficiency of the teachers. However, from the most reliable information obtainable I am convinced that the schools are very elementary.

There are 10 boarding schools and about 65 neighborhood schools in the nation.

BOARDING SCHOOLS.

The following is a list of the boarding schools, with a brief description of each:

- | | |
|-------------------------|-------------------------|
| 1. Eufaula High School. | 6. Wealaka. |
| 2. Creek Orphan Home. | 7. Tallahassee. |
| 3. Euchie High School. | 8. Colored Orphan Home. |
| 4. Wetumka. | 9. Pecan Creek. |
| 5. Coweta. | 10. Nuyaka. |

Eufaula High School.—This school is located about 1 mile west of Eufaula, a town situated about 35 miles south of Muscogee, on the Missouri, Kansas and Texas Railroad.

The main building at this school is a three-story brick structure about 50 by 80 feet. The first floor is used for teachers' rooms, dining room, and kitchen. The second floor contains the chapel, recitation rooms, and employees' rooms. The third floor contains the sleeping apartments of 100 pupils—50 boys and 50 girls. There are four large rooms on this floor, and 25 pupils are supposed to sleep comfortably in each.

A new dormitory is needed badly at this school.

There are several small frame buildings here; small cottage used by superintendent and his family, washhouse, storeroom, etc.

There are five teachers, including a music teacher.

The man who has had charge of this school is a Creek citizen, who wields quite an influence over his people, thereby holding his position, but whose moral character is bad. He has repeatedly been before his pupils in a drunken state; however, two weeks ago, when he was attending our Creek institute and teachers' examination in a beastly drunken condition, he was soon thereafter forced to send his resignation to Superintendent Benedict.

Creek Orphan Home.—This school is situated 40 miles west of Muscogee, near the old town of Okmulgee, the capital of the Creek Nation. The main building at this school is a two-story brick structure, where 60 full-blood Creek orphans receive instructions.

The building is in a fairly good condition, yet there are several minor improvements necessary that can not be made for want of appropriation. There is a fine

young orchard here and 60 acres of land cultivated. The boys are required to work on the farm regularly one hour each day.

There are three teachers, the principal one of whom is a young Creek Indian, exceptionally intelligent.

The superintendent of this school is a Creek citizen of good character, but who is somewhat careless and does not keep the building and surroundings in good condition. Everything, including clothing, is furnished free to the pupils.

Euchie High School.—This school is situated near Sapulpa, a small town on the St. Louis and San Francisco Railroad, about 60 miles northwest of Muscogee. This school was established by the Creek government about six years ago for the instruction of the full-blood Euchie Indians, who, while of the Creek tribe, rarely mix with, or allow their children to mix with, the Creeks, making it necessary to establish a separate school. This school accommodates 80 children.

The buildings at this institution are all of frame structure. There are three main buildings—the girls' dormitory, the boys' dormitory, and the chapel or school building.

The dormitories are duplicate buildings, except the dining room and kitchen are annexed to the girls' dormitory. The main part of each building is 22 by 44 feet, two stories high, with a one-story addition 24 by 28 feet. The size of the chapel is 34 by 48 feet.

Wetumka School.—This school is situated about 60 miles southwest of Muscogee near the small village of Wetumka. This school is known as the Wetumka National Labor School. There are 100 children accommodated here—50 boys and 50 girls. The boys are required to work about three hours every day. There are two fine orchards at this place.

All the buildings are frame. The large building known as the girls' dormitory has the dining room attached; also apartments for the superintendent and his family. The boys' dormitory is a two-story building, situated about 200 yards south of the girls' building. There are five teachers here, including the music teacher.

The superintendent is a Creek citizen, a fatherly man of 66 years, who has the reputation of being one of the best superintendents in the nation.

Coweta.—This school is situated about 30 miles northwest of Muscogee, and is managed by a young, intelligent Creek Indian. The buildings at this school are duplicates of the buildings at the Euchie School, described above. There are 50 Creek Indian children here, who receive instruction from three teachers.

Wealaka.—This school is situated about 40 miles northwest of Muscogee, on the Arkansas River. The buildings here are the same size and constructed on the same general plan as the buildings at the Euchie School, above described. There are 50 children here, who are instructed by two teachers.

The superintendent is a Creek citizen, who shows but very little interest in the management of his school. An excellent orchard is at this place.

Tallahassee.—This is the largest of the three colored schools of the nation, situated about 8 miles northwest of Muscogee near the Arkansas River.

There are 100 children instructed here by five teachers. There are three large buildings, in a fairly good condition, of frame structure. There is a very fine orchard at this school.

The superintendent is a good, lively negro, who seems to take quite an active interest in the management of his school.

The Colored Orphan Home.—This school is situated about 3 miles west of Muscogee, on a high hill. Thirty-five orphans are cared for here and are instructed by two teachers. The main building is a large two-story stone structure, used for the superintendent and his family, dining room and kitchen, and sleeping apartments for the girls. There is a small 1½-story frame building used for the boys' and teachers' sleeping rooms.

The superintendent is a Creek citizen, who does not show a very great interest in the welfare of his school.

The Pecan School.—This is a colored school situated about 6 miles west of Muscogee, and is attended by 50 children, who receive instruction from two teachers. The buildings are not in very good condition, but for want of appropriation no improvements will be made this year.

This superintendent is a Creek citizen, who shows quite a decided interest in educational affairs.

Nuyaka.—The Nuyaka school is situated about 60 miles west of Muscogee. It was established several years ago for full-blood Creek children, and has been under the management of the Presbyterian Board of Home Missions. The Creek Nation pays the Presbyterian Board \$5,600 a year for boarding 80 children.

The teachers (all white) are employed by the church board and are all very competent. The instruction is thorough and the discipline is excellent. It has the name of being decidedly the best school in the nation.

The buildings are all in good repair, and cleanliness is a very noticeable feature.

GENERAL STATEMENTS WHICH APPLY TO ALL THE BOARDING SCHOOLS.

1. *Condition of buildings.*—All of the buildings need some repairing. The plastering, in many places, has been broken off; the walls are badly marked up by careless pupils, and there needs to be a general cleaning up. (This statement does not apply to the Nuyaka school.)

The Creek council made appropriations for the repairing of the buildings at six of the schools, and these repairs and improvements are now being made under the supervision of the Creek superintendent of schools, the superintendent of the respective schools, and myself.

We hope to have these buildings in excellent condition at the opening of the schools in September, and I shall insist upon the superintendents keeping the buildings and surroundings in good repair.

2. *Age of pupils.*—The age of the pupil ranges from 6 to 20 years. The greater number of the pupils are primary, which, in my judgment, should not be the case. If the pupils admitted to these schools were of the intermediate and advanced grades it would put the schools upon a higher standard, and would also strengthen the neighborhood schools by supplying them with a greater number of primary pupils.

3. *Boarding and medical attendance.*—Boarding is furnished free to all pupils and employees, and medical attendance is free to pupils only. Clothing is also furnished to the pupils of the two orphan homes.

4. *Stock and farming.*—There is not much stock at any of these schools—occasionally a few hogs, a few chickens—not many cattle. In a country like the Indian Territory, where there is an abundance of grazing land, I am of the opinion that it would be wise for each school to be furnished with a sufficient number of cows to provide the school with milk.

The farming at these schools is very limited. There is plenty of land near the schools that could be profitably tilled, but even most of tillable land belonging to the schools is rented to some one not connected with the schools. There is very little inclination on the part of the superintendents to work, themselves, or even to have the boys work.

NEIGHBORHOOD SCHOOLS.

There are about 65 neighborhood schools in the Creek Nation. These schools have been sadly neglected. From the most reliable information I can obtain the parents are very indifferent about sending their children to school; the teachers have not shown very much interest in trying to secure a full and regular attendance, and in many instances the buildings are in bad, unattractive condition. The buildings are usually small, 10 by 14 foot box buildings, poorly ventilated and badly furnished—most of the seats being old fashion long benches, all of one height, and, of course, very uncomfortable to the children. There are no maps, charts, and other necessary apparatus found in these schools—occasionally may be found an old worn-out map or chart.

When the schools open in September I shall give special attention to the building up of the neighborhood schools.

Following is a tabulated report of the schools:

EUFULA HIGH SCHOOL.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
William McCombs	Superintendent	\$600.00	Jan. —, 1897	Indian	56	Married	Creek Nation	School superintendent, Creek Nation.
R. E. Cornelius	Principal teacher	540.00	Sept. —, 1897	White	26	do	Mississippi	Superintendent McCombs.
J. E. Emery	First assistant	360.00	Sept. —, 1898	do	25	do	Arkansas	Do.
P. R. Ewing	Second assistant	315.00	do	Indian	35	do	Creek Nation	Do.
Susie Grimes	Third assistant	315.00	do	do	28	Single	do	Do.
Ada Windsor	Music teacher	315.00	do	White	28	do	Missouri	Do.
Mrs. William McCombs	Matron	270.00	do	Indian	50	Married	Creek Nation	Do.
Mrs. P. R. Ewing	Second matron	270.00	do	do	25	do	do	Do.
Robert Johnson	Cook	270.00	Sept. —, 1892	Negro	50	do	do	Do.
Thomas McCombs	Workhand	240.00	Sept. —, 1898	Indian	20	Single	Creek Nation	Do.
Yearly enrollment			103	Amount paid employees				\$3,495.00
Average daily attendance			71	Maintenance				6,105.00
Per cent of attendance			71	Average cost of pupil per month				15.02
Appropriation			\$9,600.00					

CREEK ORPHAN HOME.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
Geo. W. Tiger	Superintendent	\$600.00	Dec. 4, 1897	Indian	33	Married	Creek Nation	School superintendent, Creek Nation.
J. E. Tiger	Principal teacher	540.00	Sept. —, 1897	do	24	Single	do	Superintendent Posey.
Anna M. Peterson	First assistant teacher	360.00	Sept. —, 1898	White	23	do	Pennsylvania	Superintendent Tiger.
Anna B. Wright	Second assistant	360.00	Sept. —, 1897	do	26	do	Virginia	Do.
Mrs. Simpson	Matron	180.00	Apr. —, 1899	do	40	Widow	Kentucky	Do.
Hepsey E. Jimboy	Assistant matron	180.00	Sept. —, 1897	Indian	25	Single	Creek Nation	Do.
J. Porter	Cook	225.00	Jan. —, 1899	Negro	57	Married	Indian Territory	Do.
Moses Bird	Workhand	180.00	Jan. —, 1899	Indian	28	do	Creek Nation	Do.
Yearly enrollment			60	Amount paid employees				\$2,625.00
Average daily attendance			52	Maintenance				4,041.67
Per cent of attendance			87	Average cost of pupil per month				15.53
Appropriation			\$6,666.67					

EUCHIE BOARDING SCHOOL.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
J. H. Land	Superintendent	\$500.00	.....	Indian..	45	Married ..	Creek Nation	School superintendent, Creek Nation.
Lairie Hawkins	Principal teacher	360.00	Sept. —, 1897	White ..	32	Single	Illinois	Superintendent Laud.
Mattie Maitin	Assistant teacher	405.00	Sept. —, 1898	do	20	do	Creek Nation	Do.
Kate Hawkins	Matron	180.00	do	do	40	do	Illinois	Do.
Anna Millagan	Assistant matron	162.00	do	do	35	do	do	Do.
Ester Votaw	Dining matron	108.00	do	do	19	do	Kansas	Do.
Alice Votaw	Cook	225.00	do	do	24	do	do	Do.
T. E. Wilson	Industrial teacher	162.00	do	do	22	do	Illinois	Do.
Enrollment				70	Amount paid employees			\$2, 102. 00
Average daily attendance				65	Maintenance			5, 598. 00
Per cent of attendance				92.8	Average cost of pupil per month			13. 16
Appropriation			\$7, 200. 00					

WETUMKA BOARDING SCHOOL.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
Wm. Robinson	Superintendent	\$600.00	Dec. 5, 1897	Indian..	66	Married ..	Creek Nation	School superintendent, Creek Nation.
J. M. Reilly	Principal teacher	450.00	Sept. —, 1898	do	20	Single	Cherokee Nation	Superintendent Robison.
Frances M. Scott	First assistant	315.00	do	White ..	22	do	Indian Territory	Do.
Lina E. Benson	Second assistant	315.00	do	Indian..	24	do	Creek Nation	Do.
Joe Robinson	Third assistant	360.00	do	do	46	Married ..	do	Do.
Mrs. Wm. Robinson	Dining-room matron	315.00	do	do	51	do	do	Do.
Mattie Alexander	Matron	225.00	do	do	24	Single	do	Do.
Mrs. J. A. Reck	Music	315.00	do	White ..	27	Married ..	Missouri	Do.
Dr. J. A. Reck	Physician	600.00	do	German	31	do	do	Do.
Oscar Ogeltree	Cook	225.00	do	White ..	20	Single	do	Do.
W. K. Ditzer	Workhand	225.00	do	do	45	Married ..	do	Do.
Miss Harper	Laundress	90.00	do	do	20	Single	do	Do.
Yearly enrollment				160	Amount paid employees			\$4, 020. 00
Average daily attendance				85	Maintenance			4, 980. 00
Per cent of attendance				85	Average cost of pupil per month			12. 55
Appropriation			\$9, 000. 00					

COWETA BOARDING SCHOOL.

INDY, Pt 2-14

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
O. A. Morton	Superintendent	\$500.00	Dec. 5, 1898	Indian	28	Married	Creek Nation	School superintendent, Creek Nation.
N. A. Webb	Principal teacher	450.00	Sept. —, 1897	White	26	do	Alabama	Superintendent Hays.
Mrs. O. A. Morton	Assistant teacher	495.00	Dec. —, 1898	do	26	do	Kansas	Superintendent Morton.
Ollie Terry	Matron and music	180.00	Feb. —, 1899	do	20	Single	Arkansas	Do.
Emma Lynch	Boys' matron	180.00	do	do	28	Widow	Creek Nation	Do.
Susie Biggs	Dining matron	112.50	do	Indian	28	Single	do	Do.
Mrs. Haynie	Laundress	162.00	Dec. —, 1898	White	32	Married	Washington, D. C.	Do.
Anna Cox	Cook	225.00	Nov. —, 1898	Indian	40	do	Creek Nation	Do.
Chas. Shoab	Workhand	180.00	Jan. —, 1899	White	40	Widower	Illinois	Do.

Yearly enrollment	50	Amount paid employees	\$2,484.50
Average daily attendance	37	Maintenance	2,515.50
Per cent of attendance	74	Average cost of pupil per month	15.01
Appropriation	\$5,000.00		

WEALAKA BOARDING SCHOOL.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
E. E. Hardridge	Superintendent	\$500.00	Nov. 1, 1896	Indian	35	Married	Creek Nation	School superintendent Creek Nation.
G. C. Kindley	Principal teacher	405.00	Sept. —, 1893	White	33	Widower	Arkansas	Board of education.
Mabel Hall	Assistant teacher	315.00	Nov. —, 1898	do	26	Single	Iowa	Superintendent Hardridge.
Mrs. E. E. Hardridge	Girls' matron	180.00	Nov. —, 1896	Indian	30	Married	Creek Nation	Do.
Mrs. J. D. Pittman	Boys' matron	180.00	Sept. —, 1898	do	28	do	do	Do.
Lizzie Moore	Dining matron	180.00	Sept. —, 1897	do	28	Single	do	Do.
Mrs. J. M. Mundy	Laundress	160.00	Sept. —, 1898	do	22	Married	do	Do.
J. M. Mundy	Workhand	240.00	Nov. —, 1896	do	24	do	do	Do.

Yearly enrollment	50	Amount paid employees	\$2,160.00
Average daily attendance	45	Maintenance	2,840.00
Per cent of attendance	90	Average cost of pupil per month	12.59
Appropriation	\$4,500.00		

TALLAHASSEE BOARDING SCHOOL.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
B. H. Richards.....	Superintendent.....	\$600.00	Mar. 17, 1898	Negro ..	38	Married ..	Creek Nation.....	School superintendent Creek Nation.
L. E. Willis.....	Principal teacher.....	450.00	Sept. —, 1898	.....do ..	28	.....do ..	Arkansas.....	Superintendent Richards.
Laura A. Jackson.....	First assistant teacher.....	360.00	.....do ..	.....do ..	26	Single ..	Kansas.....	Do.
A. H. Mike.....	Second assistant teacher.....	360.00	.....do ..	.....do ..	23	.....do ..	Creek Nation.....	Do.
Nancy Corbrey.....	Third assistant teacher.....	315.00	.....do ..	.....do ..	23	Married ..	.....do ..	Do.
Celia Roberts.....	Music teacher.....	225.00	.....do ..	.....do ..	26	Single ..	Missouri.....	Do.
Mrs. B. H. Richards.....	Matron.....	315.00	.....do ..	.....do ..	33	Married ..	Texas.....	Do.
Lou E. Smith.....	Cook.....	180.00	Feb. —, 1898	.....do ..	35	Widow ..	Kentucky.....	Do.
A. J. Jones.....	Workhand.....	102.00	Nov. —, 1898	.....do ..	26	Single ..	Creek Nation.....	Do.
George Rowe.....	.....do ..	113.00	Jan. —, 1899	.....do ..	24	.....do ..	.....do ..	Do.

Yearly enrollment.....	80	Amount paid employees.....	\$3,020.00
Average daily attendance.....	66	Maintenance.....	6,580.00
Per cent of attendance.....	82.5	Average cost of pupil per month.....	16.16
Appropriation.....	\$9,600.00		

COLORED ORPHAN HOME.

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
N. W. Perryman.....	Superintendent.....	\$500.00	May 9, 1898	Negro ..	31	Married ..	Creek Nation.....	School superintendent Creek Nation.
G. L. Trigg.....	Principal teacher.....	450.00	Sept. —, 1897	.....do ..	40	.....do ..	Missouri.....	Superintendent Perryman.
Jennie McIntosh.....	Music.....	270.00	Sept. —, 1898	.....do ..	24	Single ..	Creek Nation.....	do.
Mrs. N. W. Perryman.....	Matron.....	180.00	.....do ..	.....do ..	24	Married ..	.....do ..	do.
Nettie Thompson.....	Cook.....	108.00	.....do ..	.....do ..	21	Single ..	.....do ..	do.
Crum Island.....	Workhand.....	90.00	.....do ..	.....do ..	18	.....do ..	.....do ..	do.

Yearly enrollment.....	23	Amount paid employees.....	\$1,598.00
Average daily attendance.....	19	Maintenance.....	1,735.33
Per cent of attendance.....	82.6	Average cost of pupil per month.....	19.47
Appropriation.....	\$3,333.33		

PECAN CREEK MISSION (COLORED).

Employees.	Position.	Salary.	Date of employment.	Race.	Age.	Single or married.	Birthplace.	By whom appointed.
E. S. Jacobs.....	Superintendent.....	\$500.00	Apr. —, 1898	Negro..	44	Married..	Creek Nation.....	School superintendent Creek Nation.
S. E. McIntosh.....	Principal teacher.....	405.00	Sept. —, 1898	.....do.....	22	Single.....	.....do.....	Superintendent Jacobs.
Mrs. Geo. Trigg.....	Assistant teacher.....	360.00	.....do.....	.....do.....	40	Married..	Washington, D. C.....	Do.
Hager Myers.....	Matron.....	270.00	.....do.....	.....do.....	38	.....do.....	Creek Nation.....	Do.
Julia Douglas.....	Cook.....	180.00	.....do.....	.....do.....	38	.....do.....	.....do.....	Do.
Louis Myers.....	Workhand.....	135.00	.....do.....	.....do.....	25	.....do.....	.....do.....	Do.
Wm. Lacy.....	.....do.....	50.00	Mar. to July	.....do.....	19	Single.....	.....do.....	Do.

Yearly enrollment.....	61	Amount paid employees.....	\$1,900.00
Average daily attendance.....	52	Maintenance.....	3,100.00
Per cent of attendance.....	85.2	Average cost of pupil per month.....	10.68
Appropriation.....	\$5,000.00		

NUYAKA BOARDING SCHOOL.

Employees.	Position.	Salary.	Date of employment.	Race.	Single or married.	Birthplace.	By whom appointed.
J. M. Robe.....	Superintendent.....	\$700.00	July 8, 1898	White..	Married..	Kansas.....	Presbyterian Board of Home Missions.
Mrs. J. M. Robe.....	General matron.....	350.00	Sept. 1, 1898	.....do.....	.....do.....	Ohio.....	Do.
H. G. Brown.....	Principal teacher.....	500.00	Sept. 15, 1898	.....do.....	.....do.....	Virginia.....	Do.
Mrs. H. G. Brown.....	Intermediate teacher.....	350.00	.....do.....	.....do.....	.....do.....	Illinois.....	Do.
Miss L. A. Robe.....	Primary teacher.....	350.00	.....do.....	.....do.....	Single.....	.....do.....	Do.
Miss L. A. McCracken.....	Assistant matron.....	350.00	.....do.....	.....do.....	.....do.....	Pennsylvania.....	Do.
Miss M. F. Robe.....	.....do.....	350.00	.....do.....	.....do.....	.....do.....	Missouri.....	Do.
Miss M. C. Laughlin.....	Music.....	250.00	Sept. 12, 1898	.....do.....	.....do.....	Ohio.....	Superintendent J. M. Robe.
Miss M. R. Forsythe.....	Dining matron.....	250.00	Sept. 21, 1898	.....do.....	.....do.....	.....do.....	Do.
A. M. Hughes.....	Farmer.....	240.00	Aug. 1, 1898	.....do.....	Married.....	Missouri.....	Do.
Mrs. A. M. Hughes.....	Cook.....	240.00	.....do.....	.....do.....	.....do.....	Ohio.....	Do.
Miss E. A. Park.....	.....do.....	240.00	June 1, 1898	.....do.....	Single.....	Arkansas.....	Do.
Miss M. E. Babb.....	.....do.....	240.00	Sept. 21, 1898	.....do.....	.....do.....	.....do.....	Do.
Miss A. P. Park.....	Laundress.....	240.00	July 1, 1898	.....do.....	.....do.....	Missouri.....	Do.
Louis E. Miller.....	Assistant farmer.....	216.00	Oct. 4, 1898	.....do.....	.....do.....	Creek Nation.....	Do.

Enrollment.....	89		
Average attendance.....	89		
Appropriation.....		\$5,600.00	
Average cost of pupil per month.....		\$10.17	

SUMMARY.

Schools.	Appropriation.	Maintenance.	Amount paid employees.	Pupils and attendance.						Employees.			
				Males.	Females.	Total.	Average daily attendance.	Per cent of attendance.	Cost per month.	Indian.	Colored.	White.	Total.
Eufaula	\$9,000.00	\$6,105.00	\$3,495.00	50	50	100	71	71	\$15.02	6	1	3	10
Creek Orphan Home	6,666.66	4,041.67	2,625.00	30	30	60	52	57	15.53	4	1	3	8
Euchie	7,200.00	5,598.00	2,102.00	35	35	70	65	92	13.06	1	.....	7	8
Wetumka	9,000.00	4,980.00	4,020.00	50	50	100	85	85	12.55	6	.....	6	12
Coweta	4,500.00	2,515.50	2,484.50	25	25	50	37	74	15.01	3	.....	6	9
Wealaka	4,500.00	2,840.00	2,160.00	25	25	50	45	90	12.59	6	.....	2	8
Tallahassee	9,000.00	6,580.00	3,020.00	40	40	80	66	82	16.16	.....	10	.....	10
Colored Orphan Home	3,333.33	1,735.00	1,598.00	18	17	35	24	70	15.40	.....	6	.....	6
Pecan Creek	4,500.00	2,600.00	1,900.00	31	30	61	52	85	10.68	.....	7	.....	7
Nuyaka	5,600.00	5,600.00	.....	50	50	100	89	89	10.17	.....	.....	14	14
Neighborhood schools	17,100.00	.....	.....	.....	.....	.....	.....	.....	.....	24	22	18	64
Total	80,400.00	42,595.17	23,400.50	354	352	706	586	82.6	13.61	50	47	59	156

In conclusion, I will say that, besides the work I have done, from which the foregoing report is made, I have investigated the financial accounts of all the superintendents of the boarding schools, and have examined, and, when found correct, have approved, the Creek school warrants issued against the within named appropriations.

Respectfully submitted.

CALVIN BALLARD,
School Supervisor Creek Nation.

Hon. JOHN D. BENEDICT,
Superintendent of Schools for Indian Territory.

REPORT OF AGENT IN CHARGE OF UNION AGENCY.

UNION AGENCY, *Muscogee, Ind. T., August 10, 1899.*

SIR: In compliance with your request, I have the honor to submit herewith my first annual report of affairs at this agency, together with statistical information accompanying the same for the fiscal year ending June 30, 1899. In this connection, I desire to state that I assumed charge of this agency June 1, 1899, and my brief experience does not qualify me to report upon existing conditions as fully and in as precise a manner as I should like.

I regret to state that on the night of the 23d day of February last, the building in which the offices of the agency were located was destroyed by fire, and all the records which had accumulated and been carefully preserved for many years, together with the furniture, safe, and office fixtures, were entirely destroyed.

I find the work of the agent vastly different from what I had expected, largely on account of recent legislation by Congress relating to the Five Civilized Tribes, which has in a great measure changed the status of affairs at this agency, and is proving an event of far-reaching importance, as it does away in a large measure with treaties which have been in vogue for many years, and will ultimately result in changing their form of government, and bring them under the laws of the United States.

Many of the more progressive Indians of the Five Tribes are gradually coming to realize that they must of necessity accept the conditions imposed upon them by the laws enacted by Congress, providing for the final allotting of the tribal lands now held in common, and that they will be required to finally select a tract of land, and there settle down and establish for themselves and their families permanent homes. The hand of improvement is everywhere visible in this Territory. Almost the entire region is dotted with villages and towns, the homes of many of the Indians and citizen freedmen indicating a degree of thrift and enterprise rarely found in an Indian country, many of their houses being built in modern style, tastefully painted, nestled amidst lawns and gardens neatly inclosed, flanked with orchards of fruit trees, giving abundant evidence of ease, plenty, and in many instances of no small degree of luxury.

AGRICULTURE.

The richness of the soil with the favorable climatic conditions prevailing in the Territory offers great agricultural possibilities. The culture of cotton is largely extended and profitably pursued. All the cereals are cultivated in their highest perfection. Bunch and other varieties of grasses grow luxuriantly.

INTRUDERS.

The remarkable development in all branches of industry, with corresponding increase in the volume of business, together with the varied and ever-widening conditions favorable to the avocation of the farmer, stockman, fruit grower, lumberman, and miners, have all combined to make this an inviting field for the intruder element from the border States, many of whom enter the Territory with the avowed intention of beating the Indian, and wholly disregard and defy the laws of the different nations, and refuse to take out permits until they are either forced to comply with the law or threatened with removal from the Territory by the agent, and in some instances it becomes necessary for the agent to execute the order of removal with the aid of the police force, and where it is necessary to resort to the removal of intruders, the officer executing the order is cautioned to do so with as little friction as possible, treating the party to be removed with all humanity consistent with the due execution of the order.

POPULATION.

The total estimated population of the various nations, including intermarried whites and freedmen, is 77,686 as shown by the table herewith revised by my predecessor, Agent Wisdom, for the year 1898, since which time very few changes have taken place to materially change these figures.

Choctaw citizens by blood, intermarried whites, and freedmen.....	19,406
Chickasaw citizens by blood, intermarried whites, and freedmen.....	9,048
Creek Indians by blood and freedmen	14,771
Cherokees by blood, intermarried whites, freedmen, Delawares, and Shawnees	34,461

The full-blood Indians are to a certain degree civilized, and have to a large extent adopted the habits and customs of the white man. Many of them speak both English and their native tongue; they are peaceful and law abiding, but are slow to accumulate property and are rarely industrious.

The negro population is composed of slaves and their descendants, owned by the more progressive element of the Indians of the Five Tribes before the civil war. Since the emancipation of the race, the different nations composing the Five Tribes, sustained by a just and humane public sentiment, have done everything consistent to efface all the badges of former slavery by granting them the rights of citizenship, and in the Creek and Cherokee nations they are permitted to participate in the allotment of tribal lands; they are required to serve as jurors when called upon, and are given ample freedom in the exercise of their religious belief.

INDIAN POLICE.

The allowance at this agency is 1 captain, 2 lieutenants, 3 sergeants, and 22 privates, making a total of 28, and are stationed as follows:

In the Cherokee Nation	7
In the Choctaw Nation.....	9
In the Creek Nation.....	8
In the Chickasaw Nation.....	3
In the Seminole Nation	1

They are, as a rule, faithful and obedient, prompt and energetic in suppressing crime, and keep this office informed against persons committing unlawful acts within their respective districts, and each member of the force is required to render prompt obedience to superiors, conform strictly to prescribed rules and regulations, be orderly and respectful in deportment and refrain from profane, insolent, or vulgar language, and are absolutely required to abstain from the use of intoxicating liquors, and are held to a strict account for a proper observance of the rules and regulations.

The compensation received by the police at this agency, in my opinion, is not commensurate with the duties required of them. They are called upon to furnish conveyances and pay their own traveling expenses all out of the sum of \$10 per month for privates, and \$15 per month for the captain and two lieutenants.

The police department, as I understand it, was created for the benefit and protection of Indian reservations and the Indians thereon in the early days when Federal courts and municipal governments did not exist, and it was necessary that unlimited jurisdiction be conferred upon them in order that they might be better enabled to quell disturbances, remove intruders, and assist in training and educating the Indians in the ways of civilization, but as to the Five Civilized Tribes, Federal courts have been provided together with a form of municipal government giving ample protection to all the citizens of the Indian Territory. The Indian half breeds who compose a large majority of the citizens of the Indian Territory are competent and good citizens, and are able to take care of themselves under the laws of the United States Government, but the full-blood Indians are entirely helpless on account of being unable to understand the laws or defend themselves in the courts, and it seems to me that it will naturally take the strong arm of the Interior Department to give them the protection that they now require. The half breed realizes the benefit that will come to him under the new order of things and is willing to accept the conditions. The full blood does not see it, and is therefore discontented; but if it were possible that the existing laws and treaties should be administered speedily and give the Indians the desired and intended results, this feeling and the need for this particular protection to the full blood would be eliminated. I would therefore advise taking into consideration the changes and new conditions in the tribal governments, that the police force be reduced and be distributed as follows:

For the Cherokee Nation 2, for the Creek Nation 3, for the Choctaw Nation 3, for the Chickasaw Nation 3, and for the Seminole Nation 1, and that this number be selected from the best citizens and those most competent; that they be paid a salary

of \$50 each per month and expenses when traveling, and that the captain be allowed a salary of \$100 per month and like expenses. This would reduce the force in this Territory to 13, and the compensation would be sufficient to enable them to devote their entire time to the service, and the change would greatly simplify the work, as it will be readily understood that competent men can not be induced to undertake to discharge the duties devolving upon a policeman in the Indian Territory for \$10 per month and pay his own traveling expenses. It might be well to state in this connection that the agreement entered into by the Choctaws and Chickasaws with the commission to the Five Civilized Tribes provides that when allotments of lands are made the Government pledges the nations to put each Indian in possession of his allotment, and, in my opinion, it will naturally fall to the policeman to carry out this provision of the agreement, through the Department of the Interior, under the direction of the United States Indian agent, and as there are a great many intruders both in the Choctaw and Chickasaw Nations I anticipate that it will be necessary to remove a great many noncitizens in order to place the Indians in possession of their allotments.

SMALLPOX IN THE CREEK NATION.

During the months of February, March, and a part of April, 1899, smallpox broke out among the Creek Indians residing adjacent to the Sac and Fox Agency, Okla., and one or two cases were reported at Okmulgee, the capital of the nation. Prompt and diligent efforts were at once made by your office and Agent Wisdom to suppress this outbreak. Doctors, nurses, and guards were hired and a strict quarantine was maintained throughout the northern portion of the Indian Territory. As most of the cases were adjacent to the Sac and Fox Agency, Agent Patrick was directed by the Indian Office to care for them, which he did in a most effectual manner. The outbreak in this immediate section, while never serious, caused considerable alarm, and I am satisfied had not vigorous efforts been taken by the Government an epidemic of considerable magnitude would have prevailed.

CHOCTAW AND CHICKASAW NATIONS.

The Secretary of the Interior has prescribed under the provisions of the act of Congress of June 28, 1898 (30 Stat., 495), rules and regulations governing mineral leases and other matters in the Choctaw and Chickasaw nations, Indian Territory. Section 13 of said regulations prescribes that—

“All royalties, including advance royalties, as provided for in said agreement and in these regulations, shall be payable in lawful money of the United States to the United States Indian agent at the Union Agency in the Indian Territory. All other royalty in accordance with the schedule provided in these regulations, unless modified in any particular case by the Secretary of the Interior, as herein provided, shall be payable to said United States Indian agent monthly, and shall be paid on or before the 25th day of the month succeeding the date when such monthly royalties shall have accrued. All monthly royalties shall be accompanied by a sworn statement, in duplicate, by the person, corporation, or company making the same as to the output of the mine of such person, corporation, or company for the month for which royalties may be tendered. One part of said sworn statement shall be filed with the United States Indian agent, to be transmitted to the Commissioner of Indian Affairs, and the other part thereof shall be filed with the United States Indian inspector for the Indian Territory.”

Section 14 of said regulations further provides as follows:

“The said United States Indian agent shall receive and receipt for all royalties paid into his hands when accompanied by a sworn statement as above provided, but not otherwise; and all royalties received by him shall be, as soon as practicable, deposited with the United States subtreasurer at St. Louis, in like manner as are deposited moneys known in the regulations of the Indian Office as Miscellaneous Receipts, Class III, with a statement showing the proportionate shares of each of the Choctaw and Chickasaw nations.”

Moneys so collected and deposited by the United States Indian agent, as above set forth, shall be held to the credit of the Choctaw and Chickasaw nations in their respective proportions, and shall be subject to disbursement by the Secretary of the Interior for the support of the schools of the Choctaw and Chickasaw nations, in accordance with the agreement of April 23, 1897, between the commission to the Five Civilized Tribes and the Choctaw and Chickasaw nations, as ratified by the act of June 28, supra.

These regulations were promulgated by the Secretary of the Interior October 7, 1898, but prior to that time, July 21, 1898, the Department promulgated provisional instructions under the provisions of the act of Congress referred to above, in which the Indian agent at this agency was directed to give immediate notice to contractors, lessees, or other persons having permits from the tribal authorities that

216 REPORT OF U. S. INDIAN INSPECTOR FOR INDIAN TERRITORY.

all royalties, lease moneys, rents, etc., that have accrued since their last payment to those authorities or since the 28th day of June last and are unpaid, or that may hereafter accrue under their several grants, shall be paid through him into the Treasury of the United States to the credit of the tribe to which they belong.

These provisional instructions were intended to apply to all the tribes of this agency, viz, the Cherokees, Creeks, Choctaws, and Chickasaws, except the Seminoles, who by their agreement with the United States were not subject to the provisions of the act of June 28, 1898.

These instructions were printed and mailed to parties interested in the Indian Territory and at other points, and the Indian agent at once commenced to receive and receipt for all moneys paid into his hands under these regulations.

During the quarter ending September 30, 1898, the following amounts were collected for the Choctaw and Chickasaw nations:

Choctaw Nation.

Tax on circuses and theaters	\$33. 88
Permit taxes	425. 25
Licensed trader taxes	347. 44
Royalty on timber	1, 224. 65
Asphalt, coal, rock, and stone royalty	2, 402. 18

Chickasaw Nation.

Timber royalty	408. 20
Asphalt, coal, rock, and stone royalty	800. 72

These amounts were subsequently deposited to the credit of the Treasurer of the United States for the tribes named.

It was afterwards decided by the Department that under the provisions of the agreement made with the Choctaw and Chickasaw Indians by the Dawes Commission that the United States, through its officials, was only to collect coal, asphalt, and other mineral royalties, and that the collection of all other taxes in the Choctaw and Chickasaw nations, such as timber royalty, permit taxes, etc., were to be collected by the Indian officials as heretofore.

Prior to receipt of the amended instructions there was collected by my predecessor, Agent Wisdom, during the quarter ending December 31, 1898, royalties for the Choctaw Nation as follows:

Choctaw Nation.

Royalty on timber	\$212. 50
Miners' permits	238. 21
Tax on circus	25. 00

Chickasaw Nation.

Timber royalty	70. 84
Total	546. 55

And which was subsequently by him deposited to the credit of the Choctaw and Chickasaw nations.

My predecessor, Agent Wisdom, and myself have collected and deposited with the Treasurer of the United States for the Choctaw and Chickasaw nations since the passage of the Curtis act, June 28, 1898, to the close of the fiscal year ending June 30, 1899, the following amounts of royalty:

Choctaw and Chickasaw nations.

Coal royalty	\$107, 766. 03
Asphalt royalty	1, 295. 32
Rock royalty	1, 083. 90
Miscellaneous receipts	2, 985. 97
Total	113, 131. 22

Coal, asphalt, and rock royalty is divided in the proportion of three-fourths to the Choctaws and one-fourth to the Chickasaws. Miscellaneous receipts are divided as shown above.

Since June 30, 1899, I have received on account of coal, asphalt, and rock royalty for the Choctaw and Chickasaw nations the sum of \$10,376.55, which, while having been paid in July, was earned and accrued to the nations during the month of June, hence it is given in this report in order to show total amount earned by the nations from June 28, 1898, to June 30, 1899.

In the Choctaw and Chickasaw nations there are 22 coal mines, 4 asphalt mines, and 1 rock quarry. The principal mine operators in these nations are the Choctaw, Oklahoma and Gulf Railroad Company, with headquarters at South McAlester, Ind. T., and mines at Alderson, Hartshorne, Gowen, and Wilburton; the Osage Coal and Mining Company, with mines at Krebs, Ind. T.; the Osage and Atoka Coal and Mining Company, with mines at Lehigh and Coalgate, Ind. T.; the Kansas and Texas Coal Company, headquarters at St. Louis, Mo., having mines at Krebs, Cherryvale, Carbon, and near Jenson, Ark.; the Southwestern Coal and Improvement Company, with mines at Lehigh and Coalgate, Ind. T. The asphalt mines, with one exception, are located near Dougherty, Chickasaw Nation, Ind. T. The names of the operators are the Gilsonite Roofing and Paving Company, with general offices at St. Louis, Mo.; Mastic and Paving Company, St. Louis, Mo.; the Rock Creek Natural Asphalt Company, Topeka, Kans.; the Moulton Asphalt Company, with mines near Coalgate, Choctaw Nation, Ind. T.

I think it proper to add that the mine operators in the two nations named remit their royalties promptly and accompany the same with the required sworn statements. My relations with the officers of the several companies have been pleasant, and no friction between them and this office has ever occurred.

I am satisfied that the coal royalties for the past year would have been much larger had not the strike, which is now on and which commenced in February, 1899, been prevailing. This strike has very materially reduced the output of the mines for the past five months, and, I regret to add, the trouble between the operators and strikers has not been satisfactorily adjusted.

The Department has recently instructed Special Inspector J. W. Zevely to investigate and report upon this matter, but I have not seen his report and can not therefore, being myself new to this country, give the reason for the strike.

All mineral leases in the Choctaw and Chickasaw nations are entered into by the mineral trustees of said nations, who are appointed by the President of the United States upon the recommendation of the executives of said nations, each of whom is an Indian by blood of the respective nation from which he was appointed. It is the duty of the trustees to receive applications from parties desiring to make leases of lands within the Choctaw and Chickasaw nations for the purpose of engaging in the mining of coal, asphalt, or other minerals; to examine said applications and transmit the same with report of facts to the United States Indian inspector in the Indian Territory, and on receipt of authority from him for that purpose to enter jointly into leases with all parties whom the privilege of leasing lands in said nation for mining purposes shall be approved by him in such form as prescribed by the Secretary.

The rate of royalty prescribed by the Secretary on coal prior to January 1, 1899, was 15 cents per ton for each and every ton of coal produced weighing 2,000 pounds. This regulation was afterwards modified upon the application of the coal companies in the Indian Territory, so as to be 10 cents per ton for each and every ton of screened coal produced weighing 2,000 pounds.

There is also located in the Indian Territory a mine inspector, who is under the direction of the Secretary of the Interior, and who makes his report direct to him. This officer has no connection with this office. His duty is to report on the sanitary condition of the mines and to see that all needful and proper care is taken to prevent explosions or other accidents.

As stated above, all funds arising from mineral royalties are to be used in educating the Choctaw and Chickasaw Indians. They are disbursed by the United States Indian agent under the direction of the United States Indian inspector for the Indian Territory.

CHEROKEE AND CREEK NATIONS.

The Secretary of the Interior, under the general provisions of the act of Congress approved June 28, 1898 (30 Stat., 495), also promulgated certain rules and regulations governing mineral leases, the collection and disbursement of revenues, etc., in the Cherokee and Creek nations. Under these regulations the United States Indian agent is required to receive and receipt for all royalties paid into his hands, when accompanied by sworn statements, and it is also his duty to collect, under the supervision and direction of the United States Indian inspector for the Indian Territory, all rents, permits, revenues, and taxes of whatsoever kind or nature that may be due and payable to either of said nations. These revenues, after having been collected by the Indian agent, are deposited to the credit of the Treasurer of the United States for the tribes named, accompanied by a statement showing the sources from which the royalties, rents, etc., arose.

The principal source of revenue for the Creek and Cherokee nations is the tax imposed by the said nations upon merchants and others doing business within the

limits of their territories. There are a few small coal mines in each nation—the output and royalty thereon amounts to but little.

There are in the Creek Nation 33 towns and 520 traders; in the Cherokee Nation there are 89 towns and 612 traders. The tax imposed by the Cherokee Nation upon traders is one-fourth of 1 per cent on all merchandise introduced and exposed for sale in said nation.

It also places an occupation tax upon all persons residing in said nation and making a livelihood by either a trade or a profession. This tax is badly proportioned and should be more uniform.

In the Cherokee Nation no white man is permitted to engage in trade save in the Canadian district thereof. This I think to be a poor plan and not conducive to the welfare of the Indians.

The total amount of revenue collected from all sources by the United States Indian agent at this agency from June 28, 1898, to June 30, 1899, for the Cherokee and Creek nations, is as follows:

Creek Nation	\$4, 913. 63
Cherokee Nation	3, 150. 87

SEMINOLE NATION.

In December, 1897, the Seminole Nation and the commission to the Five Civilized Tribes, otherwise known as the Dawes Commission, entered into an agreement which provides for the allotment of their lands and the establishment of a United States court at Wewoka in said nation, and gives to the United States courts exclusive jurisdiction of all controversies growing out of the title, ownership, occupation, or use of real estate owned by the Seminoles, and to try persons charged with homicide, embezzlement, bribery, and embracery committed in the Seminole country without reference to the citizenship of the person charged with such crime.

The Seminole Indian courts are allowed to retain the jurisdiction that they now have except such as is transferred to the United States courts.

This agreement also provides for the gradual extinction of the tribal government. Ample provision is also made for schools and churches.

By reason of this treaty, which was afterwards ratified by Congress, the Seminoles are not under the provisions of the Curtis act, and the Indian agent does not receive or disburse any of their moneys, it being done by the tribal officers.

The Seminoles are peaceable and law-abiding citizens, and by reason of their conducting their own affairs this office has but little business with them save to enforce intercourse laws.

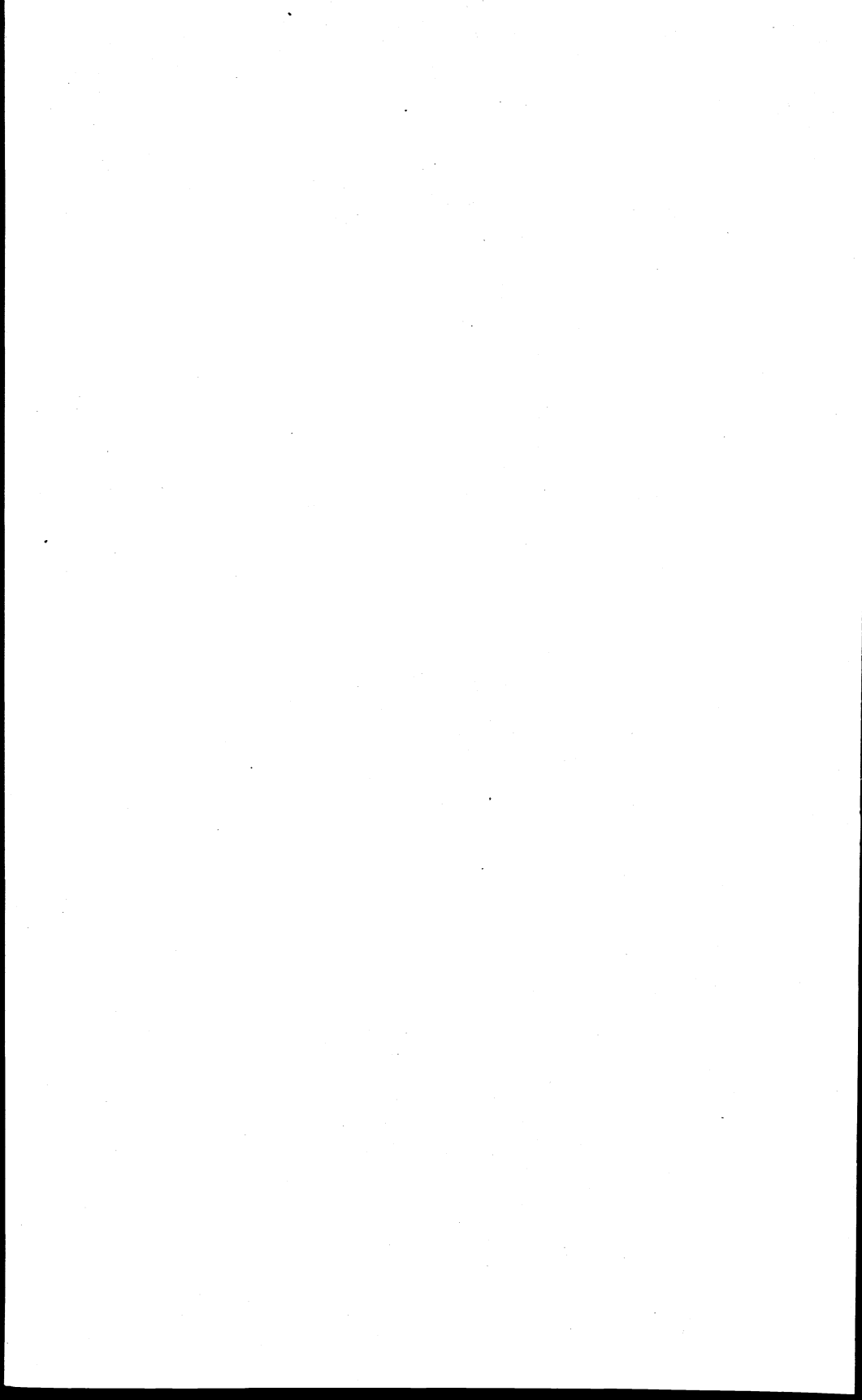
In conclusion, I desire to express my appreciation for the many courtesies extended and assistance rendered me by yourself and the employes of your office. I am indebted to my clerks, Mr. J. Fentress Wisdom and Miss Blanche Openheimer, for the faithful discharge of their duties. They are competent and reliable. Thanks are also due to the Department for the kind and liberal support given me since taking up the arduous duties devolving upon the agent at this agency.

I have the honor to remain, very respectfully, your obedient servant,

J. BLAIR SHOENFELT,
United States Indian Agent.

J. GEO. WRIGHT,
United States Indian Inspector for the Indian Territory.

THIRTY-FIRST ANNUAL REPORT
OF THE
BOARD OF INDIAN COMMISSIONERS.
—
1899.



THIRTY-FIRST ANNUAL REPORT
OF THE
BOARD OF INDIAN COMMISSIONERS.

WASHINGTON, D. C., *January 23, 1900.*

SIR: We have the honor to submit the Thirty-first Annual Report of the Board of Indian Commissioners. There has been no serious disturbance of the peace among the Indians this year. As to the first of the six measures in the interest of the Indians to which attention was especially asked in the closing paragraphs in our last annual report, we hope that nothing has been lost, but we fear that nothing has been gained, in permanent tenure of office for faithful and useful employees in the Indian service. As to the second point, "the repeal or amendment of the act of Congress approved January 14, 1899, and the adoption of a better system of managing the Chippewa timber interests," permit us to express our gratification at the position which has been taken by the Department with reference to this matter, and our renewed hope that a better system may be adopted for the management of this matter, so important to the progress of the Chippewas. We ask attention again to the need of the Seneca Indians, of New York, for legislation which shall require the proceeds of leases of their lands to be collected and accounted for by a bonded officer of the United States—presumably by the United States agent at that agency. Investigation has revealed systematic perversion in the use of this money by the council and the treasurer of the Senecas. And we are still of the opinion that it would be advisable speedily to allot the New York reservations to individual Indians. We recommended, as a fifth measure of importance, the granting of a title in fee of Annette Island to the Metlakahtlans. The measure proposed to Congress last year did not become a law. We think that measures which contemplate the opening of a part or the whole of that island to the whites *should not become law*. We have been gratified at the authority granted by Congress to take from the annuity fund of the Crow Indians in Montana a sufficient amount to complete their irrigating canals. This was the sixth point urged in our last report.

THE DAWES COMMISSION AND THE CURTIS ACT.

The very important work of bringing the so-called Five Civilized Tribes of Indians under the laws of the United States, the fixing of a

system of tenure of land in severalty, with equal rights and opportunities for all the members of these tribes, and the establishment of schools and of the administration of United States law on the lands and among the people of these nations and the 200,000 whites who dwell among them is making steady progress under the Dawes Commission and the provisions of the Curtis Act, with the legislation which has necessarily followed these measures. The detailed reports of the Dawes Commission and of the Commissioner of Indian Affairs as to the questions raised by the application of the Curtis Act will be read with interest by all friends of the Indians. We are confident that by these measures, faithfully carried out, good government, systematic education, and a sense of responsibility to the laws of the United States and of loyalty to the Government of the United States will take the place of the anomalous and unsatisfactory "tribal government" under which these people have suffered for many years.

SCHOOLS FOR INDIANS.

In the very important matter of the education of Indian children we believe that gratifying progress is made from year to year in the Government schools of all kinds. The Secretary of this Board last summer attended the sessions of the institute for teachers and employees in the Indian service held at Los Angeles, Cal., from July 10 to July 25, 1899. The professional ability and interest in their work manifested by the great majority of the teachers who attended that institute was most gratifying. While this board is clearly of the conviction that the work of all the kinds and grades of Government Indian schools is important and valuable, and while we would not advise giving up any part of the school work now done upon the reservations, our observations, extending now through many years, convince us of the very great value to Indian children and youth of a residence for several years at the non-reservation schools, where they can observe the life of civilized white people. And we wish particularly to emphasize the value of the "outing" system, which places so many hundred Indian boys and girls on farms and in the families of Christian whites. Sharing in the home life and in the school life of their white fellow-citizens these Indians learn the meaning of Christian civilization by being immersed in it, as they could never learn it in any institution on Indian reservations, or in white communities where there is a strong prejudice against the Indian and a keen desire to get possession of his land.

The attendance at the Indian schools is steadily increasing from year to year, as is shown by the following table:

SUMMARY OF SCHOOLS AND ATTENDANCE.

The following table exhibits the uniform and steady increase of the attendance upon Indian schools during the past twenty-three years:

The number of Indian schools and average attendance from 1877 to 1899.¹

[The Indian population from which these children come is 181,000.]

Year.	Boarding schools.		Day schools. ²		Totals.	
	Number.	Average attendance.	Number.	Average attendance.	Number.	Average attendance.
1877	48		102		150	3,598
1878	49		119		168	4,142
1879	52		107		159	4,448
1880	60		109		169	4,651
1881	68		106		174	4,976
1882	71	3,077	76	1,637	147	4,714
1883	80	3,793	88	1,893	168	5,686
1884	87	4,723	98	2,237	185	6,960
1885	114	6,201	86	1,942	200	8,143
1886	115	7,260	99	2,370	214	9,630
1887	117	8,020	110	2,500	227	10,520
1888	126	8,705	107	2,715	233	11,420
1889	136	9,146	103	2,406	239	11,552
1890	140	9,865	106	2,367	246	12,232
1891	146	11,425	110	2,163	256	13,588
1892	149	12,422	126	2,745	275	15,167
1893	156	13,635	119	2,668	275	16,303
1894	157	14,457	115	2,639	272	17,220
1895	157	15,061	125	3,127	282	18,188
1896	156	15,683	140	3,579	296	19,262
1897	145	15,026	143	3,650	288	18,676
1898	148	16,112	149	3,536	297	19,648
1899	147	16,891	147	3,631	296	20,522

¹ Some of the figures in this table as printed prior to 1896 were taken from reports of the Superintendent of Indian Schools. As revised, they are all taken from the reports of the Commissioner of Indian Affairs. Prior to 1882 the figures include the New York schools.

² Indian children attending public schools are included in the average attendance, but the schools are not included in the number of schools.

NEED OF MORE MISSIONARY EFFORT.

We wish to express our conviction that there has never been a time when the influence of Christian missionaries and of distinctively Christian schools among the Indians was farther reaching in its effects or was more needed than at the present time; and we trust that the churches and missionary societies who in past years cooperated with the Government through the contract system, by which their schools were in part supported, will continue and increase their efforts for the Christianization and civilization of the Indian.

At the meetings of this board, at Lake Mohonk and in Washington, it is made evident by all reports which come to us from workers in the field that no influence is so potent in uplifting the Indians and fitting them for intelligent American citizenship as is the example and the helpful teaching of Christian men and women who make their homes among the Indians.

REFORMS URGED BY THIS BOARD IN THE PAST.

During the thirty-one years since this board was established, it has always held to a careful consideration of facts as the only sound basis for theories. We have insisted upon the steady and persistent carrying forward of sound methods of administration along approved lines of effort. We do not believe that it is the part of wisdom to drop good work but half done, because some one has suggested as a substitute for it an alluring theory which may look feasible. Yet, while we have emphasized the value of business methods in all work for the Indians, we have always sought new light upon the intricate problems

involved in such a management of Indian affairs as will secure the civilization and the Christianization of the Indians. And most of the forward steps which have been taken in the management of Indian affairs have found early advocacy and steady and intelligent support in the membership of this board, and at the public meetings held at Washington and at Lake Mohonk under the auspices of the board.

The law which provided for the appointment of the Board of Indian Commissioners (then called the Peace Commission) was drafted upon the recommendation of President Grant, and the commission was approved April 10, 1869. In his message to Congress in December, 1869, President Grant said:

From the foundation of the Government to the present, the management of the original inhabitants of this continent, the Indians, has been a subject of embarrassment and expense, and has been attended by continuous robberies, murders, and wars. * * * From my own experience upon the frontiers and in Indian countries, I do not hold either legislation or the conduct of the whites who came most in contact with the Indians blameless for these hostilities. The past, however, can not be undone, and the question must be met as we now find it. *I have adopted a new policy toward the wards of the Nation (they can not be regarded in any other light than as wards) with fair results, so far as tried, and which I hope will be attended ultimately with great success.*

Under the authority of the law thus recommended, a commission of citizens was appointed—among them, William Welsh, of Philadelphia; John B. Farwell, of Chicago; George H. Stuart, of Philadelphia; William E. Dodge and Nathan Bishop, of New York, and Felix R. Brunot, of Pittsburg. Organized in May, 1869, to cooperate with the Administration in the management of Indian affairs, the board has, from that date, continued its services without pecuniary compensation. In their *first annual report, submitted thirty years ago*, they advocated:

- (1) A better method of purchasing supplies to prevent fraud and to secure economy.
- (2) The allotment of lands in severalty and the settlement of Indians in permanent homes.
- (3) The abolition of the system of making treaties with Indian tribes.
- (4) The establishment of schools, and especially the industrial training of all Indian youth.
- (5) Appointments in the Indian service on the ground of merit alone, apart from partisan consideration, and permanence in office for all efficient employees.

Through their first purchasing committee (Messrs. George H. Stuart, John B. Farwell, Robert Campbell, and William E. Dodge) a new system of purchasing supplies for the Indian service and for Indian tribes was devised, and a form of advertising for proposals was adopted in accordance with the well-established and sound commercial principles by which only fair and honorable bidders could obtain a contract. Gradually the rules for purchase, inspection, etc., were improved, as experience suggested, until the forms and regulations now in force were adopted. The confidence of reputable dealers in subsistence that the awards of contracts would be fairly made was gained and has been maintained, and the number of bids rapidly increased from about 40 in 1870 to more than 700 in 1899. It is not too much to say that those abuses which, under the old system, had given a bad name to Indian agents and contractors (such, e. g., as receipting for supplies never delivered; partnerships between the agent and the trader or the agent

and the contractor; overestimating the weight of cattle for the contractor; carrying false names upon the rolls; reporting employees at higher or lower salaries than provided by law and using the difference for other purposes; selling Indians' annuity goods to whites, and conniving with others to swindle the Indians out of annuities after distribution) have been rendered substantially impossible by the methods devised and first carried into effect in the Indian service by this board. The methods of purchasing and inspecting supplies for the Indian service now approximate, in thoroughness of business method, those which are used in the purchase of supplies for the Regular Army and the Navy.

While this board thus opened the way in enforcing sound business principles in the Indian service, they also advocated and secured (a) the application of the principles and methods of peace, rather than those of war, to the relations of the Government with the Indians; (b) the clear recognition of the duty of the Government to educate and, as far as possible, to Christianize the Indians and to fit them for American citizenship; (c) but while the board recognized the truths of the gospel and Christian example and teaching as the most powerful influence for the elevation of the Indians, it has always held that the promulgation and inculcation of the principles of the gospel by missionaries does not excuse the lack of the enforcement of just laws by the Government; hence, they insisted strenuously upon (d) the careful keeping of accounts by men who were under bonds; (e) the hunting out of all irregularities and "jobs" by strict business methods; and (f) *land in severalty for every Indian*, the board advocating this measure from 1869, and as early as 1878 drafting a bill to secure this end by legislation, and continuing to urge the adoption of such a bill until finally, in 1887, the general allotment act was passed by Congress; (g) they have also urged steadily the duty of the General Government to provide a system of Government schools adequate to the instruction of the Indian children; (h) they have called attention to the injurious effects of rations issued to able-bodied and indolent Indians; and (i) they have steadily advised the entrance of Indians upon the rights, duties, and responsibilities of citizenship as rapidly as possible.

PRINCIPLES ADVOCATED BY THE BOARD.

The principles which have underlain the recommendations and the efforts of this board have been:

- (1) Deal with individuals rather than with tribes;
- (2) put each family upon land of its own;
- (3) educate, always educate, and educate by work wherever legitimate employment can be provided for the Indian;
- (4) use all possible means to purify the idea of the family among the Indians and to dignify and strengthen family life;
- (5) as rapidly as possible bring Indians into contact with the homes of civilized white men, and by the example of civilized life let them learn the responsibility and the possibility of self-government;
- (6) as far as possible bring all Indians under the white man's laws, and do not seek to perpetuate separate codes of law for Indians, however attractive such codes may be to theorists; and
- (7) while dealing honestly with the Indians and insisting upon accurate business methods, recognize clearly the duty which rests upon the more highly civilized to be helpful to the less-favored races, and by Christian influence, by the teaching of

Christian truth, and the example of Christian living, seen in the lives of missionaries, teachers, agents, and employees, seek in every way to uplift these men and women and to make them self-supporting and valuable citizens of the United States.

FACTS AS TO ALLOTTED INDIANS.

More than a year ago, seeing the importance of attention to the needs and the progress in civilization of the large number of Indians to whom land in severalty has been allotted, the board began the collection of information bearing especially upon the condition of these allotted Indians, now citizens of the United States, and many of them voters. Interesting letters from certain agencies, in answer to the inquiries of General Whittlesey, then secretary, were published with our last annual report.

In November, 1899, the present secretary of the board sent to each agent the following letter :

NOVEMBER 2, 1899.

DEAR SIR: In April, 1898, the secretary of this board addressed to Indian agents a circular of inquiry as to the progress (and the effects, where completed) of allotment of lands in severalty to Indians. The replies received have been of material use to the commissioners, and through our board to the public, in promoting an intelligent interest in the progress of Indians toward entire self-support and active citizenship.

Certain of these replies from agents called especial attention to a matter to which we have given serious consideration, viz, the need of *systematic and permanent registration of the names and allotments* of all Indians whose land is allotted in severalty, and of a continuous and permanent *register of marriages, births, and deaths*, among Indians to whom land has been allotted. The need of such a register to prevent great confusion and uncertainty as to titles is obvious. Without such registration, confusion must arise, not only during the period of protected title, but in the future, when such lands are bought and sold. We have been especially requested to report upon the results of allotment in severalty; and to suggest a remedy for the evils which arise from the lack of proper and permanent registration of allotments, names of allottees, marriages, births, and deaths, among allotted Indians, etc.

To enable us to do this intelligently, we need (and shall greatly value) information from agents who have been on the ground and are familiar with the facts.

Will you favor us with replies to the following questions?

1. How many allotments have been made to Indians of your agency?
2. How many patents have been issued?
3. How many Indians are living on their allotted lands?
4. To what extent are they cultivating their lands?
5. To what extent are their lands leased, and for what purposes are they leased, and with what results?
6. What, in your opinion, are the benefits or the evils of the allotment policy?
7. What proportion of the lands of the reservation of your agency is so well adapted to agriculture, as, in your opinion, to enable an industrious Indian to support himself and his family upon 160 acres?
8. If cattle-raising or sheep-raising is the prevalent and the most profitable industry for the Indians under your care, what seems to be the effect of this occupation upon the civilization and self-support of the Indians? And what suggestion (if any) would you make as to allotting grazing ground?
9. What provision has been made at your agency for a permanent register of allotments, and of the names of allottees?
10. Is any register kept from month to month of the marriages, births, and deaths of Indians who have received (or who may be entitled to receive or to inherit) allotments of land? If so, how, and by whom is this register kept?
11. How are individual allotment boundaries marked, where allotments have been made?
12. Have you noted evils from lack of registration and records?
13. Will you offer suggestions as to remedies for evils which you have noted?

Yours very truly,

MERRILL E. GATES, *Secretary.*

Replies have been received from all but one agent. Their letters are submitted for publication with this report. (See Appendix C.)

The material information thus secured has been carefully considered by the secretary of the board; and the pages of this report which immediately follow contain extracts from these letters, comparisons, and certain conclusions which seem to us warrantable inferences from the facts, to which we ask attention.

ANALYSIS OF REPLIES OF INDIAN AGENTS TO LETTER OF INQUIRY FROM THIS BOARD, MADE NOVEMBER 2 TO 15, 1899.

Replies were received from all the agencies except Fort Hall, Idaho; Tulalip, Wash., promises fuller statistics later. Reports more or less detailed are received from agencies upon which over 57,000 allotments to Indians have been made. These letters are submitted as an appendix (C) to this report; and it will be interesting to compare them with the letters from agents which were published with our last report.

First, as to the number of Indians who live on their allotments and cultivate more or less land, we have taken in alphabetical order the 28 agencies at which allotments have been most generally made; and, for a comparative view of the condition of the Indians at these points, we submit brief extracts from answers to questions 1, 3 and 4 in our letter of inquiry.

PROPORTION OF ALLOTTED INDIANS WHO OCCUPY AND CULTIVATE THEIR ALLOTMENTS.

At Cheyenne and Arapahoe, Oklahoma, of 3,295 allottees, "95 per cent of the able-bodied live upon their allotments and cultivate the land." At Cheyenne River, S. Dak., of 1,370, "107 families" live on allotments, and "to a large extent" cultivate them. At Colville, Mont., of 600 allottees, "all" live on their allotments and "50 per cent" cultivate them. At Crow Creek, S. Dak., of 879 allottees, "all" live on their allotments, but there is "very little land cultivated on account of lack of water." At Devils Lake, of 1,168, all live on allotments, and "most of them cultivate some portion" of their land. At Green Bay, Wis., where 1,519 have been allotted, the agent "thinks a large proportion" of them "live on their allotments," which are heavily timbered, and "about 4,000 acres are cultivated." At Klamath, Oreg., of 1,400 allottees, "75 per cent" live on their allotments, and "nearly all are improving their land." At La Pointe, Wis., of 2,500 allotments, 542 families "live on their land and have cleared small garden patches on a reservation that is heavily timbered." At Lower Brule, of 477 allotted Indians, "all of them" are reported as living on their land, but they "do not cultivate their land at all." It is "exclusively a stock country." Of the Nez Percés, Idaho, of about 2,000 allottees, all but about 200 live on their land and "nearly every head of a family cultivates it." Of the Omahas and Winnebagoes, with 1,915 allottees, 460 families live on their land, of which the Omahas cultivate "quite a proportion," and the Winnebagoes "but little." At the Pima Agency, Ariz., 331 Indians have been allotted, and "about 90 families" live on their land where "floods make permanent residence dangerous," but "three-fourths of the land is cultivated." At the Ponca, Pawnee, and Otoe Reservation, Okla., of 1,964 allottees, 266 families live on their allotments, and 4,314 acres are cultivated; "90,000 acres of individual land

are leased" with results reported "as bad as can be." At the Potawatomie Reservation in Kansas, of 1,066 allottees, "substantially all live on their allotments, and about one-twentieth of the allotted land is cultivated by Indians; about 90 per cent of allotted land is leased for agricultural purposes. Of the Pueblo and Jicarilla Indians, 848 have been allotted; "about one-half" of them live on their allotments, cultivating, on an average, "two acres each;" the scarcity of water springs making allotting of lands here "a decided detriment." The Quapaw Agency in the Indian Territory, with 1,316 allotments, reports "269 families" living on their allotments; of 173,385 acres of allotted land, 5,600 acres are cultivated by Indians, and 44,400 acres are leased. At Rosebud, S. Dak., of 2,856 recently allotted, "nearly all" live on their allotments, while only "a few" cultivate "a few acres" each. At the Sac and Fox Agency, Okla., 2,363 Indians have received allotments, "15 to 20 per cent" live on the land, and only "some few half-breeds" cultivate their land; while the Shawnees "live from the proceeds of their leases." At Santee, Nebr., of 880 allottees "250 families" (almost all) "live on allotments, cultivating from 20 to 100 acres each family." Siletz, Oreg., with 536 allottees, reports "118 families" living on their lands, of whom "all raise gardens and a few cultivate more land." At Sisseton, S. Dak., 1,980 allottees have received allotments each of two portions, one of timber land, the other "of grazing land which lacks water." "Nearly all live on their timber land away from their farms," and a very small per cent cultivate land. The Southern Utes in Colorado, with 374 allotments, have 300 allottees living on and "cultivating small portions of their allotments; irrigation being greatly needed," and the agent writing that he is "a firm believer in allotments," "of the good results of which there is a splendid example here." The Uintah and Ouray in Utah, with 400 allottees, have 150 Indians living on their allotments, of whom "about 50 cultivate 50 acres each," the agent writing that he finds "no benefit in land in severalty unless the allottees can see whites"—a comment upon the difficulties encountered in remote reservations where no examples of successful farming by whites come under the observation of Indians who are taking their first lessons in home building and agriculture. At Warm Springs, Oreg., 978 allotments have been made; 175 live on their allotments. There is "a growing tendency" on the part of the Indians to occupy them, and "about 30 per cent of the land is cultivated." The White Earth Reservation, Minn., has 4,078 allottees, of whom "about one-fourth occupy their land" and "nearly all cultivate their land." At Yakima, Wash., 1,818 allottees are reported as "most of them showing a disposition, where there is water" to occupy their lands. At the Yankton Agency in South Dakota, of 2,612 allottees "nearly all" occupy their lands and "two-thirds of them" cultivate their land.

WHAT PROPORTION OF LAND ON THE RESERVATION IS FIT TO SUPPORT A FAMILY IF AN INDUSTRIOUS MAN SHOULD CULTIVATE 160 ACRES?

IMPORTANCE OF CATTLE RAISING AS AN INDUSTRY FOR INDIANS.

To the important question, how far any disinclination which appears on the part of certain Indians to cultivate the land may be due to the unfitness of the land for cultivation, the figures given by agents in this

correspondence are not sufficiently definite to warrant a conclusive general inference. Upon the whole, it is gratifying to find that so good a number of agents report thoroughly good agricultural land within reach of the Indians by individual allotment. To those who examine the letters of agents it will be very clear that at a considerable proportion of our Indian agencies the climate, the surroundings, and the habits of life of the Indians and the nature of the lands are such as to make *stock raising and cattle and sheep herding* the most natural occupation of the Indians. And where the lands of the reservation are natural meadows, producing mile after mile of grass, into which a mowing machine may be run at any point, and may cut from half a ton to a ton and a half of excellent hay to the acre, which may be stored on the ground where it is cut for the winter feeding of stock, which is necessary when snow is deep—it seems probable that the road to higher civilization and that schooling in the value and the use of property which is essential to independent citizenship, can be best secured by the systematic encouragement and the careful regulation of stock-raising by the Indians. This can be carried forward together with home building. Upon the well-watered parts of the reservation houses can be built and gardens cultivated. Family life is not seriously interfered with by the herding of cattle in these wonderful grazing lands, when natural hay is secured and stored for the winter use of stock. The careful preparation of the winter supply, improving the breeds of cattle and of other stock, and learning and following the best methods of caring for stock, cultivate in the Indians the habit of forethought, of provident precautions for the future, as effectively as does agriculture. Indeed, the climatic conditions on many of our northern reservations (and on reservations farther south where the altitude is great) render it practically impossible to awaken a love of agriculture and gardening among Indians who see their gardens frost killed almost every month through the short summer.

From answers to the question, "What proportion of the lands of the reservation of your agency is so well adapted to agriculture as in your opinion to enable an industrious Indian to support himself and his family upon 160 acres?" I quote here a few replies:

"Two-thirds of all." "One hundred and sixty acres from every Indian, and already irrigated." "All so far allotted." "All." Green Bay, Wis., "All, after clearing." Klamath, Oreg., "Only a few places." Five other agencies report, "All." One agent writes: "All could support themselves on 160 acres, *but none will.*" Other reports give as the proportion of land fit for agricultural purposes "25 per cent.;" "Probably a quarter of it;" "Fifty per cent.;" "About 90 per cent" (so two agencies report); "About one-half;" Siletz, Oreg., "3,000 acres clear, 30,000 acres good; 12,000 not good;" "About 15 per cent.;" "About three-fourths;" "About two-thirds."

OVER TWENTY AGENTS DECLARE FOR CATTLE RAISING.

Over twenty agents express the conviction that on their reservations, and for their Indians cattle raising is the best occupation. Sometimes this opinion may be expressed simply because the land is not good for agricultural purposes, but in most cases these reservations are remarkably well adapted to cattle raising. For comparison, I quote phrases from agents' reports on such reservations: The Blackfeet Agency

"Cattle raising is the only industry" feasible; "allot such places for cultivation, and buy improved stock for Indians to encourage stock farming." Cheyenne River, Ariz., "Cattle raising the most profitable occupation." Crow Creek, S. Dak., "A stock country." Flathead, Mont., "Very profitable; should be encouraged." Fort Apache, Ariz., "Best cattle-raising country in the world." Fort Belknap, Mont., "Most profitable; not an agricultural region." Fort Peck, Mont., "Little, if any land fit for cultivation without special irrigation; a cattle-raising country; results good." Kiowa, Okla., "Fine prospects for cattle raising." Klamath, Oreg., "Stock raising is the principal occupation, and it is not nomadic in its nature." Lower Brule, S. Dak., "Exclusively a stock country; no land at all fit for cultivation." Navajo, N. Mex., reports "only small irrigated patches; altitude 7,000 feet above the sea; never can be anything but a grazing country *and a poor one at that.*" The agent of the Nez Percés writes: "cattle raising is profitable but not practicable on account of white thieves who steal the stock;" while the Uintahs and Ourays are reported as "Fearing the stealing of stock by Indians." The Osage Agency reports: "cattle raising is the one industry," although "probably a quarter of the 1,600,000 acres" would support an industrious family on 160 acres. At Pine Ridge, S. Dak., "land is suited only to cattle raising;" and the Rosebud, S. Dak., Agency is reported as "all grazing land; cattle the chief industry." Standing Rock, N. Dak., reports "no part of the reservation will support a family on 160 acres by agriculture; stock raising is best;" while the agent advises "land for grazing to be held in common and care of cattle to be taught to the Indians." Among the Southern Utes in Colorado cattle raising is "profitable but not yet prevalent." At Warm Springs, Oreg., where "not over 15 per cent of the land is fit for agriculture," "the principal occupation is cattle raising," and the agent advises selling ponies to get more cattle and sheep.

From these citations it would appear that far more systematic attention might well be given to the encouragement of cattle raising by the Indians, and to the securing of the best educational and civilizing results possible from that industry by requiring home building by Indians on small individual allotments, where land for a garden at least can be cultivated. It is evident that in a number of our larger reservations we must face the question whether family life, the education of children, and habits of providence and manly independence can be fostered and secured among these Indians while they engage in stock raising.

OPINIONS OF AGENTS AS TO THE EFFECTS OF INDIVIDUAL ALLOTMENTS.

The sixth question in the circular, asking the opinion of agents as to the benefits or evils of allotting land in severalty, brings out expressions of opinion which are very generally favorable to land in severalty. Where objections are mentioned they usually arise from the fact that the land is unfit for cultivation. The question of cattle raising upon individual allotments of 160 acres in the great grazing lands of the West introduces new elements into the problem.

When we remember how numerous were the agents who felt, ten years ago, that to require Indians to live on allotted lands and support themselves by agriculture was altogether impracticable, it is interest-

ing to note the effect of the "logic of events" in demonstrating the practicability of self-support for Indians by their own labor on their own land held in severalty. For comparison I quote from the replies of agents this year:

"Each Indian should own his land." "Time and efforts of the agent are wasted until there is individual ownership." "It encourages industry of the allottees; comparison with others not allotted proves this." "It is the only way to start the Indian aright." "It is entirely for their benefit if they settle on the land. If they take it only to strip it of its value and to sell it, it injures them." "Very beneficial; stimulates a consciousness of individual rights; each has something to call his own." "There are no evils in the system." "No question but it is the best way." "Nothing more beneficial could have been done." "It is undoubtedly a good thing; I see no evils in it." "No evils; many benefits." "Unquestionably good. It puts an end to robbery of the individual by the chiefs." "It is wise, greatly aiding the Indians in their advancement." "A good policy; it lifts them out of the habit of being dependent."

The opinions which mark the dividing line between these favorable impressions and the views of those who oppose allotment may be seen in the following answers. The separate quotation in each case marks the opinion of a different agent:

"Good, unless the Indian is confined by allotments to a worthless piece of land; then, bad." "A decided detriment, if the water springs are taken first and there is no water for others." "Much might be said on both sides; but upon the whole I am in favor of allotments."

The unfavorable opinions are indicated in these phrases:

"Land is unfit for it." "Poor judgment was shown; land was allotted in small fragments; the Indians rove about." "Deficient rainfall three years out of four." "These Indians not fitted in any way for it." (Navajo,) "Not practicable; lack of water; altitude 7,000 feet." (Nevada, Nev.) "Irrigation needed." (Fort Apache, Ariz.) "Do not think it advisable here. Indians not ready for it for many long years."

While I have quoted but a small part of the expressions favorable to allotment, I think I have indicated in the paragraph above *all* the criticisms upon individual holdings made by any and all agents. The preponderant opinion, based upon the observations of the agents, decidedly favors the policy of individual allotments.

LACK OF PROPER REGISTRATION OF MARRIAGES, BIRTHS, AND DEATHS— EFFECT OF THIS UPON TITLES TO LAND AND LITIGATION IN THE FUTURE.

The conditions of Indians who have received their allotments of land and by virtue of this fact have become citizens of the United States demands most thoughtful consideration.

The object of the general allotment act was to give homesteads to Indian families. It deals with Indians as families and as individuals. It is intended to weaken the tribal relation and ultimately to destroy it. It is the declared purpose of the Government (while respecting the rights of the Indians and the spirit and intent of the treaties) to do away with the separate tribal organization and government, to put an end to that recognition of an "*imperium in imperio*" by which the

right and duty of the United States and of the several States to govern the territory over which they have sway, were evaded or annulled by the recognition of Indian tribes as alien powers upon our territory. The policy of individual allotments brings individuals under the laws of the State and Territory where the land lies, makes the individual a citizen, and assumes for Indian citizens those standards of family life and of self-support by labor which it assumes in dealing with other citizens.

The family is the true unit of society and the best school for the development of character. Work by the individual for the family and the home is the true path from savagery to civilization.

To foster and dignify family life was impossible while land was occupied in common, while there were no fixed homes, and while the Government maintained a pauperizing issue of rations and supplies to the able-bodied but idle men who had ceased to be hunters and had not learned to work. The old reservation, without law, without homes, without schools (except where Christian missionaries and teachers shed a little light on the darkness) seemed admirably designed to perpetuate savagery. The fringe of lawless and dissolute men who too often hung about its borders taught Indians the white man's vices and prevented true ideals of civilized Christian life from reaching the Indians. The reservation became too often the means of insulating Indians from all the life-giving currents of civilized life; it was a school in vice, a domain of lawlessness and laziness, licensed and perpetuated by the Government. *The best intentions on the part of the Indian Bureau, and on the part of Indian agents, often men of the highest character, could not do away with the evil effects of this policy of insulating savages to perpetuate and breed savagery.*

It becomes a matter of great importance, then, in the opinion of our board, and, as we believe, in the opinion of all true friends of the Indians, that in the new life of citizenship upon which our Indians enter when they receive allotments of land for homes and farms, all the measures and methods adopted should be such as to dignify the idea of the home, to purify the standards of family life among the Indians, and to help them to live the life of our American citizens, the strength of whose national characters is rooted in their wholesome home life.

Under these circumstances, and keeping in view the object of allotment in severalty, viz, *to lead the Indians to self-supporting industry in their own homes, and to strengthen that family life which alone can fit people for good citizenship*, it would seem natural and right that careful attention should be paid to *rendering the marriage tie sacred and binding*, to the licensing and registering of all marriages, and to such careful and permanent *records of marriages, births, and deaths* as would strengthen family ties, prevent uncertainty as to the inheritance of allotted lands, and during the period of protected title would systematically accustom allotted Indians to the ideas, the customs, and the laws of the people of the United States in matters connected with family life.

THE MASS OF DETAILS HAS STOOD IN THE WAY OF BROAD, GENERAL VIEWS.

But such is the mass of detail in legislation and in administration for the Indians that little or no systematic attention has been given to this very important matter. It appears from replies received from all but

two or three agencies that *at only eight or nine of the agencies is there any permanent record of marriages.* In a very few instances where allotments have been made has there been any permanent record attempted of the family relationship of the Indians to whom allotments were made. Still less is there anything like uniformity in the regulations or the practice of the Department in the matter of licensing and recording marriages, or of making records of family groups at agencies where allotment in severality has not yet been attempted. We call attention to this fact, not to criticise the Department, which is constantly burdened by a mass of detail in dealing with more than sixty tribes in various stages of progress from abject savagery to civilization; but we ask the attention of the Secretary of the Interior, the Commissioner of Indian Affairs, and of Congress to the great need of legislation and of improved methods of administration upon these important points.

BOTH MORAL AND ECONOMIC CONSIDERATIONS DEMAND ACTION.

The moral and social considerations involved give to the question its greatest importance. But upon the lower plane of avoiding property losses on the part of the Indians, and wearying and needless litigation on the part of the Government in its efforts to make definite and to protect the rights of the Indians, there is need of action. The attention of our board, within the last few months, has been repeatedly called to the alleged fact that rival "claims" to lands of deceased allottees in reservations allotted some years since, are being systematically purchased by speculators and lawyers, with a view to litigation when the period of protected title shall have passed, and the Government shall give the promised title in fee simple to the "heirs of the allottees." It will be noticed that several of the most thoughtful and experienced of our Indian agents, in their replies to the letter of inquiry from our board, express their emphatic conviction as to the need of (a) some uniform system of licensing and making record of Indian marriages, however simple be the form or custom accepted as sufficient evidence of marriage; (b) the need of permanent registry books of marriages, births, and deaths at each agency, in order that Indians not yet allotted may be prepared to profit by the allotment of land, and may learn in advance to regard the bond of marriage and the ties of family life, as more sacred; and (c) the need, where allotments have already been made of some uniform method for *determining designating, and recording, immediately after his death the legitimate heirs of each deceased Indian* who held allotted land. To be convinced of the need of such action one has only to remember that the general allotment act provides "that the law of descent and partition in force in the State or Territory where such lands are situate shall apply thereto after patents therefor have been executed and delivered, except as herein otherwise provided;" and declares "that the United States does and will hold the land thus allotted for the period of twenty-five years in trust for the sole use and benefit of the Indian to whom such allotment shall have been made, or, in case of his decease, of his heirs, according to the laws of the State or Territory where such land is located, and that at the expiration of such period, the United States will convey the same by patent to said Indian, or his heirs, as aforesaid in fee, discharged of said trust, and free of all charge or incumbrance whatsoever."⁵

IMPORTANCE OF A SYSTEM IN RECORDING NAMES OF INDIANS.

Let it be remembered that in allotting lands to Indians, no regular system has been prescribed or followed for recording the names, or for fixing, translating, or transliterating the names by which the allotted Indians are known to each other. Often Indians are designated by chance names given them by white men, but not well known to the members of their own tribe, or even to their own immediate families. Often the Indian himself has assumed for the occasion a "white man's name," and later has forgotten it. Several agents write that patents issued to them for Indian lands already allotted are not taken from the agent by the Indians to whom they belong, because these Indians do not know the names by which they received allotments. It is the opinion of our board that it would be wise for the Department to assign a man of experience in dealing with Indians—a man with some knowledge of ethnology, but a practical man, who would not be devoted to impracticable theories—to visit all agencies and *give his entire time to the fixing of a uniform practice in the matter of naming Indians on allotment rolls*; and where any change from the Indian name is made, to the systematic and firm association of the old name with the new, upon permanent books of record at the agency, and as far as possible, in the memory and usage of the Indians themselves. Reasons why the Indian name can not always be translated and made the Anglicized name of the allottee are well understood by specialists who know the "naturalism" which underlies too many of these names.

VARYING CUSTOMS AS TO INHERITANCE.—NEED OF DESIGNATING THE HEIRS PROMPTLY.

To the confusion which has already arisen, and will still arise from such uncertainties as to name, must be added the fact that the Indian customs as to descent of property in many tribes differ so widely from the customs and laws of the United States that unless the heirs of a deceased Indian are at once determined and recorded, property which under the laws of the State and Territory belongs to the children and grandchildren of the deceased, would be regarded by the Indians as belonging to other and widely different relatives—perhaps to kinsmen so remote that the children would have no acquaintance with them and no knowledge of their existence.

Need of action in this matter is still further emphasized by the fact that the estate of a deceased allottee can not be probated and settled under State and Territorial laws; for the real estate of such a deceased Indian can not be sold to meet his debts, or for the partition of his estate among the heirs; because his land is held for twenty-five years after allotment, under a protected title which renders sale impossible. In the ordinary course of nature, of the adults who receive allotments on any reservation an entire generation of adult allottees will have died before patents in fee simple are given by the Government. As things now are, it is practically impossible to determine and to preserve a record of the heirs of such allottees who would be entitled to receive the patent in fee simple, at the expiration of twenty-five years after the allotment.

Is it wise for a Government to bring upon itself such a mass of litigation as this lack of records invites?

In view of these facts, this board recommends to Congress, to the Secretary of the Interior, and to the Commissioner of Indian Affairs such legislation and such administrative regulations as will secure the uniform licensing and recording of marriages, and the solemnizing of all Indian marriages by some regularly constituted authority, ecclesiastical or civil; the preparation and preservation at each agency, and at the office of the clerk or register of each county in which allotments are made, of permanent books of record for all marriages, births, and deaths of Indians, already allotted, or who may hereafter be allotted; and the provision of a method by which, upon the death of an allotted Indian, some properly designated authority (possibly the Indian agent, assisted by a regularly appointed permanent council or committee of Indians of that tribe or reservation) shall at once *determine, designate, and record the heirs* of such deceased allottee.

WHY NOT BREAK UP TRIBAL FUNDS BY CREATING INDIVIDUAL INTERESTS?

The United States Government must face the question of the just and helpful administration of Indian trust funds. Since the policy of individual allotments of land, with attending admission to all the rights and responsibilities of citizenship in the United States, has been definitely decided upon, and is well under way, it is evident that tribal funds can not be advantageously or wisely administered after the tribe has ceased to be, and its members have become American citizens. Except where a tribal fund is used for purposes of education, or as a "poor fund" for the infirm and helpless, we very much question its usefulness to the Indians. In many cases it is painfully obvious that annuities, interest payments from tribal funds, and the proceeds of the leasing of tribal lands held in common, are working grave injury to the character and prospects of Indians. The constant effort to get placed upon the rolls of membership of a tribe, the names of children who are one-half, three-fourths, or seven-eighths white; the constant tendency perpetuated by these tribal funds to "hark back" to the days of savagery, and to regard the Government and the laws of the United States as those of an alien people to be looked to only for the payment of interest money, the issue of rations and clothing, etc., is everywhere evident. The effect of the administration of such funds for the tribe by Indian councils has nowhere been good. The condition of affairs in the Indian Territory, among the "Five Civilized Tribes"—where this system is "seen at its best"—is the strongest possible argument against the indefinite continuance of tribal funds, for Indians who are to become self-supporting and useful citizens of the United States.

Without formulating at present a definite plan, this board (which was charged by the law which created it, and is bound by more than thirty years of helpful service to the Indians, *to consider the principles and methods which should govern the progress of the Indians from savagery to citizenship*) wishes to commend to the Secretary of the Interior and to Congress the consideration of a plan for administering Indian trust funds, which shall secure to Indians the rights they now have to these funds and shall prevent the indefinite existence of such common tribal funds from paralyzing individual effort and pauperizing Indian citizens of the United States.

In January, 1898, the Iowa tribe of Indians from Kansas forwarded to the Indian department a memorial, which read in part as follows:

Whereas the members of the Iowa tribe of Indians, parties hereto, are citizens of the United States and subject to all the laws of the State in which they reside, and yet, as such citizens, the individual members of the tribe have no control over nor can their heirs receive the benefit of their pro rata shares of the trust funds of their tribe now held by the United States; they declare this to be an injustice, and therefore desire that there be enacted a statute which shall provide that *each member of their tribe shall have credited to him his pro rata share of the principal and interest of the said trust fund, subject to disposal for his benefit by the Secretary of the Interior, and at his death to be paid to his legal heirs under the laws of the State in which he resides.*

We are of the opinion that this memorial indicates a line of action which may be so shaped by proper legislation as to distribute justly and wisely to those who ought to profit by it, the trust funds held for Indians in the Treasury of the United States. The treaties and agreements under which many of these trust funds were created are so different in their provisions that it will not be found practicable, probably, to deal with all these funds by any one general plan. But we believe that there is here indicated a principle which, worked out in legislation, will put an end to the evils which result from reliance upon tribal funds, and will at the same time secure to the Indians who are now, or who are soon to become, citizens of the United States, their just share in funds which by the terms of such treaties and agreements belong to them.

Of course the carrying out of such a plan will involve some increase in clerical force; but we believe that the advantages to be secured by the plan are well worth such expenditure. The claim to his individual share in the funds of the tribe, and the right to have the principal sum of that individual share paid to his heirs at his death, it seems to us naturally accompanies the transition from life in the tribe to the life of the individual citizen. And the payment of his own proportion to the heirs of each allotted Indian at his death (instead of providing for the perpetual inheritance, through an indefinite number of generations, of some sort of claim to an undivided share in tribal funds,) seems to us to be the proper line of approach to a plan for righteously doing away with the system of special trust funds for certain specially favored bodies of citizens of the United States. It is to be remembered that of the 57,000 Indians allotted probably over 10,000 are now entitled to vote as adult male citizens of the United States.

Whatever necessary legal expenses might attend upon the fixing and the registration of the heirs of each allotted Indian who dies, at the time of his death, in the records of the county court, as well as in the permanent record books of the agency, could be provided for either from the estate, or from a special fund to be created for this purpose.

A VANISHING POLICY.—LET THE LAWS OF THE STATES AND TERRITORIES
EDUCATE INDIANS TO FULL CITIZENSHIP.

It is the conviction of this board that all legislation for Indians, and the entire administration of Indian affairs, should look steadily to doing away with the entire Indian problem—with the special administration of Indian affairs as a distinct bureau—at as early a date as is consistent with justice. We have entire faith that before very many years shall have passed the Indians of the United States will be better off under the general laws of our States and Territories, and by incorporation with the great body of our American citizens, than they can possibly be under any system of "paternal" government and peculiar and sep-

arate administration which could be devised to keep them permanently separate from the rest of our people. For this reason our board has never favored elaborate codes of special law for Indians. In our great American system of public schools the children of Indians will be prepared for citizenship; and in the effective school of labor by every man with his own hands for the support of himself and his family, and in the educating relations with his neighbors in the political life of the township, the county, and the State, the Indian will find his way to his true place in the life of our people. We wish especially to make it evident that in suggesting some additional expenditure by way of clerical work in naming and allotting Indians, and by way of special provision, during the period of protected title, for the fixing of heirs, and the recording and accounting for individual shares of the principal sum of tribal funds—each such share to be made payable, on his death, to the heirs of each allotted Indian who now has an interest in such tribal funds—our board is *recommending additional machinery* in the Indian service, *only in order to hasten the period at which all special laws for, and all special administration of Indian affairs, may come to an end.*

DANGER IN THE LEASING OF LAND BY INDIANS.

We take note of the fact that there is a growing tendency on the part of allotted Indians at certain reservations to look at their individual allotments of land, not as homesteads on which work is to be done for the support of the family, but only as property to be leased in order that the Indian who owns it may live without work upon his income from rent. There is force in the words of an Indian agent who writes us that he regrets to see that an Indian "agency is becoming a machine through which large sums of money are disbursed to immoral, dissipated and utterly thoughtless persons, who have neither occasion nor disposition to resort to labor." This tendency is especially marked, and such language as this is especially applicable, in the case of those tribes who receive a considerable per capita income from trust funds, and from the leasing of the undivided land of their reservation for a rent which is regarded as a tribal income.

In this connection we wish to urge that great caution be used in the matter of allowing Indian lands to be leased. It seems to our board that, as a general principle, individual allotments should not be leased to others if the owner is able to work upon the land himself. Where the allotments of children, or of the infirm and aged, are leased, we believe that the true principle is, to require that a considerable proportion of the rental be paid in the form of improvements upon the land, in order that by the breaking up and cropping of new land, and the erection of fences and buildings, the allotment may be better fitted to become a homestead when the children who own it arrive at maturity. And this principle we think should be especially considered in renting allotments which belong to Indian children who are in school, whether on the reservation or off it.

DELAY IN SENDING WINTER SUPPLIES TO INDIANS.

The report of the purchasing committee of this board is appended. (Appendix A.) Members of the board cooperated with the Commissioner of Indian Affairs in the opening of bids and the letting of contracts at Chicago and at New York. From visits made this last

summer to reservations in the extreme West and Northwest, and from interviews and correspondence, the board feels it to be its duty to urge the adoption of measures to secure *the earlier delivery at remote agencies of the supplies of clothing and food for the winter*. Repeatedly, and at a considerable number of agencies, within the last few years, supplies of winter clothing have not been delivered at the agency until spring. Occasionally, accidents to goods in transit will account for this delay. But often, it seems to the board to be the result of faulty methods in arranging for carrying out transportation contracts. And sometimes we feel that this almost inexcusable delay has resulted from extensions in time for filling contracts for clothing and other supplies. Whatever reasons may have been alleged for it in the past, it seems clear to the board that for the Government to allow part of its supplies, year after year, to be delayed in starting, beyond contract time, or to be so delayed in transit that winter food and winter clothing, needed by shivering and half-fed women and children who depend upon them for the winter, do not reach the point of delivery until after months of winter weather have been endured without them—and often not until “the snow is off” in the spring—is a state of affairs which can be and should be remedied in some way, whether by letting contracts earlier in the season, or by insisting rigidly upon prompt delivery by contractors of *all* goods at the dates contracted for, or by more prompt transportation.

In general, our visits to agencies and all our interviews and correspondence lead us to believe that the quality of supplies in the Indian service is well up to the standard; and that honesty and efficiency on the part of contractors under the present system, and on the part of the employees, is the rule; and the exceptions are few.

The chairman of the board submits an especial report upon the state of the Crow Reservation, Mont., at the time of his visit last spring. (Appendix B.)

The secretary of the board spent some two months last summer in attending the summer institute for teachers and employees in the Indian service at Los Angeles, Cal., and in visiting reservations in California, Oregon, Washington and Montana. Embodied in this report are many of the facts he observed and the inferences and suggestions which seemed warranted by these observations; while certain more detailed reports by him are embodied in the appendix.

CHANGE IN OFFICERS OF THE BOARD.

At the meeting of the board in January, 1899, Hon. Darwin R. James, of Brooklyn, N. Y., since 1890 a member of the board, was elected chairman. General Whittlesey, since 1881 the secretary of the board, and for seven years before that date the assistant secretary, resigned from the duties of the position which, to the great advantage of the Indian service, he had held for so many years. After his resignation, and on his nomination, Dr. Merrill E. Gates (for the last fifteen years a member of this board, and for the last nine years its chairman) who was at that time traveling with his family in Europe, and had recently resigned the Presidency of Amherst College, was elected secretary of the board. General Whittlesey, at the pressing request of the other members of this board, and in accordance with their vote, continued to discharge the duties of secretary until the return of Pres-

ident Gates in April, 1899, when Dr. Gates entered upon the duties of the secretaryship, residing in Washington.

In conclusion, the board respectfully requests careful consideration of and action upon the following subjects which are referred to more at length in the earlier pages of this report:

(1) We favor the fixing of an early date (which it seems to us in the case of a number of reservations ought to be announced early in the present year) at which the Government will *stop the issue of rations to able-bodied Indians who can support themselves if they will work*. For a time rations and clothing should doubtless be issued to the old, to the infirm, and to orphan children and widows. But to the able-bodied men who receive rations, we believe that the system is pauperizing, and stands directly in the way of their becoming self-supporting, and so obstructs their civilization. We think that the term used in many agreements and treaties providing for the issue of rations, "until they shall be able to support themselves," should be literally interpreted; and where the Indians are now able to support themselves if they will cultivate farms, put up wild hay and keep cattle, the money which now goes for the purchase of supplies should be used to buy and issue improved stock to individual Indians—cattle which they should be allowed to sell or to kill only with the consent of the agent. After three years, the increase of the herds, with the labor which able-bodied Indians are perfectly competent to perform upon their grazing lands or their agricultural lands, we believe would support a very large proportion of the Indians who are now fed by the ration system. (See Appendix, p. 84, and pp. 104 *et seq.*)

(2) Establish at each agency (and at the county courts of counties where allotted Indians are to reside) a system of permanent records of all marriages, births, and deaths of Indians who now hold, or who are likely to hold, allotted lands under the "protected title of twenty-five years." (See pp. 13-16.)

(3) Require a record at each agency of all Indians who are now married, recognizing and sanctioning marriages which have been entered into by the simplest Indian customs recognized by the tribe, but insisting upon the record and upon the observance of the marriage relation thus recorded; and require hereafter a license for marriages, to be given by the agent where Indians are not allotted, as a license is now required from State and Territorial authorities where Indians, after allotment, have become citizens of the United States. (See p. 14.)

(4) Let a simple, but invariable regulation require each agent (associating with himself for the purpose a standing committee or council of Indians of the reservation), upon the death of any allotted Indian, to designate and record, in a permanent book of registry, the heirs of the Indian so deceased. And as a helpful preparation for these measures, to prevent uncertainty of title and future litigation, let steps be taken to insure at all the agencies some rational and uniform method of fixing the names of Indians who have been allotted, or who are to be allotted, and of recording in permanent form at each agency the old Indian name with the allotted name, if it differs at all from the old name. Thus patents and allotments will be identified with the old Indian name. (See pp. 16-17.)

(5) Since so large a proportion of the more populous Indian reservations are grazing lands, and are adapted to successful cattle raising and not to successful agriculture, we urge that more attention be given

to training these Indians to home building and to *self-support by cattle raising*; and to this end, that the request of many of the most advanced of such Indians be complied with, and money which is now used for the purchase of rations, be used for the purchase and the issue to individual Indians of more improved stock. (See pp. 10-12.)

(6) We suggest the wisdom of a plan which shall look to the *breaking up of tribal funds into individual holdings* to be credited now to the individual Indians of the tribes which have such funds, the share of the principal fund thus assigned to each such Indian to be made payable to him at any time after he has received his allotment of land, at the discretion of the Secretary of the Interior, when such Indian shall be believed by the Secretary to be capable of using this fund wisely; and each such individual share, which may be due to an Indian now living, at the time of his death to be paid in full to his heirs, in order that, with the passing of the present generation of Indians, if not sooner, we may see an end of the system of special trust funds held by the Government for specially favored classes of American citizens. (See pp. 17-18.)

(7) We believe that there should be a *law compelling the attendance at school of all Indian children*, and we do not believe that the prejudice or caprice of parents or grandparents should be allowed to hold in savagery or semibarbarism Indian boys and girls who are fitted to to attend and wish to attend the more advanced Indian schools which the Government has provided to train them for citizenship. (See p. 105.)

(8) We urge great caution in leasing Indian lands, and we advise that where individual allotments are leased, as large a portion as possible of the rent should be paid in permanent improvements on the land, and in fences and buildings. (See p. 19.)

(9) We urge the *letting of contracts for clothing and supplies earlier in the season*; and that *an end be put to the too frequent delays by which supplies, designed for the winter, at remote agencies do not reach the Indians until the next spring*. (See pp. 19-20.)

And in conclusion, we wish to express our gratification at the general efficiency of the Indian service where there is anything like permanency of tenure to enable employees to profit by experience; and our conviction, often expressed, but never more deeply felt, that *Indian agents should be appointed solely for merit and fitness for the work, and should be retained in the service when they prove themselves to be efficient and helpful by their character and moral influence*, as well as by their experience. We believe that most of the evils which remain in the Indian service can be traced in no small part to the partisan and political influences which still surround the appointment and removal of Indian agents.

DARWIN R. JAMES, *Chairman*.
 MERRILL E. GATES, *Secretary*.
 ALBERT K. SMILEY.
 E. WHITTLESEY.
 WILLIAM D. WALKER.
 WM. H. LYON,
 JOSEPH T. JACOBS.
 PHILIP C. GARRETT.
 HENRY B. WHIPPLE.
 WM. M. BEARDSHEAR.

APPENDIX.

APPENDIX A.

REPORT OF THE PURCHASING COMMITTEE OF THE BOARD OF INDIAN COMMISSIONERS.

Sir: The purchasing committee have the following to report during the year 1899: Bids for Indian supplies and transportation as per advertisement were opened at the Government Indian warehouse, No. 1602 State street, Chicago, Ill., April 25, 1899, in the presence of the Hon. W. A. Jones, Commissioner of Indian Affairs; E. Whittlesey, secretary of the Board of Indian Commissioners; P. C. Garrett, of the Board of Indian Commissioners, and a large number of bidders and reporters.

Five hundred and sixty-five bids were received and opened for beef, flour, meal, corn, oats, barley, feed, coffee, tea, groceries, boots and shoes, agricultural implements, hardware, wagons, stoves, tinware, harness, furniture, medical supplies, paints, and oils.

Mr. Roger C. Spooner was in charge of the warehouse as superintendent, and the following-named persons were appointed as inspectors of the samples of goods offered and of the goods when delivered by the contractors: J. B. Young for flour and feed, H. W. Dudley for coffee, Thomas Robertson for tea, B. W. Wordon for groceries, H. H. Doty for boots and shoes, F. C. Hall for harness, L. C. Banley for agricultural implements, E. Devlin for wagons, hardware, stoves, and tinware; L. C. Crosby for furniture, W. Bodeman for medical supplies, E. Watson for paints and oils.

Weight of shipments from July 1 to December 31, 1899.

From—	Pounds.
Chicago	9, 294, 497
Kansas City	866, 321
Omaha	318, 867
St. Paul	201, 489
St. Louis	513, 275
Sioux City	35, 734
San Francisco	51, 523
Belleville, Ill. (one thrashing outfit)	19, 600
By registered mail from Chicago	516
Total	11, 301, 822
Number of freight packages	106, 266
Number of mail packages	305

Bids for clothing, dry goods, hats and caps, blankets, notions, crockery, and medical supplies, as per advertisement, were opened at the Government Indian warehouse, No. 77 Wooster street, New York City, May 27, in the presence of Hon. W. A. Jones, Commissioner of Indian Affairs, assisted by Messrs. James, Lyon, Gates, Whittlesey, Garrett, Smiley, and Walker, members of the Board of Indian Commissioners. A large number of bidders and reporters were in attendance.

One hundred and thirty-seven bids were received and opened. The secretary of the board of commissioners, Dr. Gates, was daily in attendance assisting in inspection and in letting of bids. General Whittlesey, of the board, was also in attendance for some two or three weeks, and other members of the board occasionally.

Mr. Louis L. Robbins had charge of the warehouse as superintendent, and the following-named persons were appointed as inspectors of the samples of goods offered and to inspect the goods when delivered by the contractors:

P. F. Griffin for clothing, Thos. M. McIncrow for dry goods, F. W. Kobler for hats and caps, Samuel S. Stewart for blankets, S. F. Sherman for notions, George A. Ferguson for medical supplies, Albert Cohn for crockery.

Mr. Robbins, superintendent of the warehouse, reports that 6,564 packages, weighing 974,604 pounds, were shipped from August 29 to December 30, and that a few goods were rejected, not being equal to the samples, but were promptly replaced satisfactorily to the inspectors.

WM. H. LYON,
Chairman Purchasing Committee.

TO HON. DARWIN R. JAMES,
Chairman Board of Indian Commissioners.

APPENDIX B.

REPORT OF HON. DARWIN R. JAMES ON CROW RESERVATION.

To the United States Board of Indian Commissioners:

At the request of the honorable Commissioner of Indian Affairs, I visited the Crow Indian Reservation in April, in company with Mr. Charles H. Dickson of the Indian Office, who was specially detailed and instructed to investigate charges which had been made against the agent, Mr. E. H. Becker.

AGENCY FLOODED BY LITTLE BIG HORN RIVER.

We arrived at the agency on the afternoon of April 9 and were passengers upon the last through train for an interval of four days. Mild weather for two days had melted the snow upon the mountains which are drained by the Little Big Horn, so that this usually quiet stream was now a raging torrent, causing much damage to the bed of the railroad and the abutments of several bridges by undermining them. The washouts were numerous in the general vicinity of the agency, and the bridge located a short distance south of the railroad station was saved only by hard work on the part of a gang of railroad employees.

CHANNEL OF RIVER TOO NARROW.

In the construction of the road the engineers had made a slight change in the course of the river and at the place where the bridge crossed the channel had been narrowed. Doubtless, this was the occasion of the overflow which flooded the agency grounds during three days, causing great anxiety to the teachers and officials who are responsible for the care of the Indian scholars. All school work was necessarily interrupted.

CHILDREN REMOVED FOR TWO NIGHTS.

During two nights the children slept, or made the effort to sleep, on the floor of the Roman Catholic Church, which is situated upon higher ground than the school buildings. During the night of the 10th there was much alarm, as the river was cutting into a low bank for a new channel, which threatened serious damage to the Government buildings. The fear was aggravated by the prospect of the breaking of an ice gorge which had formed several miles up the river. The adult Indians had become alarmed, and had stationed scouts at intervals on the high points along the river bank, who were prepared, should the gorge break, to ride swiftly to the agency to give warning. Not much sleep that night at the agency for anyone, while to the Government officials it was a night of great anxiety.

RIVER BANK STRENGTHENED.

The weak place in the bank of the river was strengthened on the 11th, while the water, which had been held back by the ice gorge, gradually worked its way out, so that fears were relieved and affairs settled into their accustomed channels. The incident practically broke up the school work for nearly a week. Excitement, lack of sleep, and the fact that the flood had caused the concentration at the agency of many of the parents of the scholars, who also were laboring under considerable excitement, and whose presence and visits to their children was an annoyance, hindered the teachers and unfitted the scholars for any good work. Such an overflow had never before occurred and probably the immediate cause will be remedied; certainly it should be remedied by the railroad company which changed and narrowed the course of the river. Happily we escaped what might have been a very serious disaster; and all were thankful.

TWO WEEKS UPON THE RESERVATION.

I spent two weeks upon the reservation and became somewhat familiar with existing conditions. At the mess house we met Messrs. Hoyt and McNeely (the third member, Mr. Barge not present) of the Congressional committee appointed several years ago to negotiate treaties with certain of the Indian tribes in the Northwest, among which are the Flatheads, Yakimas, Crows, and others. These commissioners were waiting for a council of the Crows, to be convened later, to consider this and other very important questions. The question of the sale of a portion of the lands we discussed with them; also with the agent and with the Indians themselves; learning that there was no difference of opinion as to the desirability of selling a large tract of land to the Government, but that it was a question as to running the lines, and as to what portions of this immense reservation should be sold. The question of price did not enter into the discussions. The commissioners seemed to think that the agent was not assisting, but rather was hindering their work. To me he seemed desirous of having the Indians sell, but he was opposed to their parting with the lands which controlled the head waters of their streams, from whence flowed the irrigation ditches; nor did he seem to be working in favor of the Northern Pacific Railroad, of which he was being freely accused. Subsequent to our departure, a council was held and a treaty negotiated whereby the Crows cede to the General Government 1,100,000 acres, at the rate of \$1 per acre, etc.

COUNCIL ALSO TO CONSIDER OTHER QUESTIONS.

Another all-absorbing question to be decided at the approaching council was as to the appropriation of \$400,000, in addition to sums already appropriated, for the completion of the great ditch through Big Horn valley; also as to what fund the sum be taken from.

Another important question, and one which was now quite prominent, was: Does the tribe need special counsel in addition to the work done for it and other tribes through the office of the Attorney-General? That there should be many claims against the Crows for depredations, a tribe which was never at war with the whites, seems impossible. The question was especially prominent because Agent Becker had recently found that the tribe had such an attorney living in Washington who was receiving compensation from the Crows at the rate of \$2,500 per annum, of which fact they apparently were unaware.

QUESTIONABLE AGREEMENT WITH CLAIMS AGENT.

If such an attorney is necessary, the feeling among the Indians is that one of their own young men, a Mr. Lawton, a graduate at Carlisle, who has had two years' study in a law school at Minneapolis, should have the appointment as soon as he has completed his course. The discovery of the agreement is quite recent and came about through Agent Becker receiving a letter from a Washington claims attorney asking his assistance in assigning this attorneyship to another. Other letters had also come bearing upon the same subject, which had caused him to investigate the matter. He had found among the Government documents a copy of what purported to be an agreement between the Crows and the said attorney, made in May, 1896, and signed by four leading Crow Indians on one side and the attorney on the other, all duly acknowledged by affidavits. This agreement had been recognized at Washington by the Secretary of the Interior. The purport of the agreement was that a council had been held at the subagency on Prior Creek and that the employment of the attorney was agreed upon, etc. Mr. Becker could not learn, after diligent inquiry, that such council was ever called; but he succeeded in obtaining from the four Indian signers to the agreement an acknowledgement that they went to Billings, Mont., on one occasion and signed a paper, but they denied all knowledge of its being an agreement to employ an attorney at a compensation of \$2,500 per annum, or any other sum. Arriving at the agency just at the time we did, when the agent was getting letters and telegrams from the attorney, and not understanding the occasion of our visit, he surmised that we were there in the interest of the transfer, and so informed us. Being undeceived, he explained the situation, showed us the agreement and various letters and telegrams, and informed us that the said attorney was en route to the Pacific coast, and showed a telegram requesting the agent to meet him at Billings, which he did not do. I carefully made a note of these matters, as the agent was of the opinion that there were contracts with other and neighboring tribes, and because this one bore upon its face marks of irregularity.

IRRIGATION.

In the matter of irrigation a large work has been done and is now in process of completion. Four hundred thousand dollars has been expended from the funds to the credit of the tribe at Washington, and it is estimated that as much more will be needed to complete the undertaking. Walter H. Evans, civil engineer, laid out the general plan, making the surveys and drawings, and acted as superintendent until recently, when he was promoted to the position of superintendent in charge of all such work upon Indian reservations. Mr. Walter B. Hill, one of Mr. Evans's assistants, has had the direction of the work since the promotion of the former. Work has been going on for seven years, resulting in the completion of all except the great ditch which takes its water from the Big Horn River where it leaves the canyon in the Big Horn Mountains, and which will irrigate the valley for 25 miles.

There are seven of these ditches, two being in the region of the subagency at Prior, 80 miles westward of the agency; one at the agency, which takes its water from the Little Big Horn River, irrigating its valley; one at Forty Mile Creek; one at Soup Creek; one at Lodge Grass Creek; and the big ditch already alluded to, which will irrigate the valley of the Big Horn. Considerable of the work has been done by the Indians, so that a portion of their money has come back to them in wages. It was the plan of Engineer Graves, who so wisely prepared the drawings and superintended the work, to use them whenever it could be done, but their ponies are too light for heavy work, and for it they have no relish. When the work was commenced the Indians were as ignorant upon the subject of ditch digging as they are upon most other practical matters, but it is the testimony of Mr. Hill that they made fairly good workmen with team and scraper, and were very correct in keeping account of their time. The ordinary shoveler received \$1.50 per day, while the man and team received \$3.00 per day. They liked the work and came in much larger numbers, offering their services, than necessary, so that the engineer had to divide the work among them. Indian overseers were appointed over Indian gangs, who kept the men steadily at their tasks. Considerable skilled labor, as of stonecutters, masons, rock blasters, and carpenters, is employed, also heavier horses and white labor for heavy work; but the policy has been to use the Indians where practicable. It has been a great industrial school for the Crow, and taught him to work. At the agency we heard complaints that discrimination had been made at times in favor of white labor, but upon careful investigation we could not find that the charge was sustained. The head gates of the Big Horn ditch are of heavy dressed stone and iron and will endure for all time. Here at these gates and in the work of cutting the channel through the rock after leaving the gates much money has been spent and is being expended, but the work is being done in a thoroughly substantial manner, and will be worth all its costs. My chief criticism of the ditch work, as a whole, is that considerable of the woodwork will have to be replaced from time to time, as it is not very substantial.

WEALTH OF THE CROWS.

It is said that the reservation contains, in round numbers, 3,000,000 acres, much of which is leased to cattle herders, which brings a large amount annually to the Crows, and which is added to the sums already to their credit in Washington.

The money to their credit has come through former sales of lands to the Government and through lease money.

If the Senate approves the treaty negotiated by the Congressional commission, whereby they sell to the Government 1,100,000 acres at \$1 per acre, there will be \$1,100,000 to be added to their funds in the United States Treasury. Before many years there will be further sales of land for their benefit, and there will be remaining for their use the irrigated valleys, which will be exceedingly valuable.

GOVERNMENT RATIONS.

It would seem as if the issuing of Government rations might cease ere long upon this reservation, unless, perhaps, to the aged and infirm. The doles which were being served on issue days, consisting mostly of beef and flour, with a small quantity of soap and other items, were not large, and yet, in many instances, those who received them came in wagons with steel springs, and did not seem to be in distressing need of Government aid. To have a surplus of flour to sell on the one hand, and to be in the receipt of a dole of flour from the Government, on the other, was an anomaly, to say the least.

FARMING AND ALLOTMENTS.

As farmers it can be said that the Crows are farther advanced than are many of the tribes. Probably it is true, however, that they are not advancing in some directions, but rather receding, because of the fact that since the work upon the ditches was commenced the work of the allotting of lands has ceased, for the Indians are wise enough to see that an allotment in an irrigated valley is of more value than one where there is no irrigation, and some who have taken allotments are anxious to change. The result is confusion and dissatisfaction. In time these matters will all be regulated, but meantime much of the farm work is managed in communities, which may result in larger crops of wheat and oats, but which does much injury to the men. In an interview with Henry Keiser, an intelligent trader, whose life has been spent with the Crows, and Carl Leider, interpreter, a Carlisle student, I learned that fewer Indians are now living in their own houses and cultivating their own gardens and caring for their own cattle than there were a few years ago, and that the large farm and community of labor has superseded the better method. The agent informed me that the Indians raised 60,000 bushels of wheat and oats last year, 40,000 being wheat of excellent quality. This is divided between them according to the time given by each. Having a modern flour mill at the agency, they easily convert their wheat into flour, of which they seem to have a surplus, for the agent was planning to dispose of the surplus to the Government, if possible. On the pay roll there is a head farmer and four assistants, who have charge of farm work and who control the summer Indian camps upon the great farms of which I have made mention and which are worked in communal fashion.

"SPOTTED RABBIT," THE FARMER.

On our drive to the Ditch Camp through the Big Horn Valley we called upon "Spotted Rabbit," who has the reputation of being a worker, and who cares for his own farm. His allotment is irrigated and he can cut 150 tons of hay, which commands a good price from the cattle herders. The agent informed us that he has on deposit with him \$1,000, with which to purchase sheep in June. He was engaged in the work of fencing his farm, to be ready for the sheep.

SCHOOLS.

For several years and until last summer there were three schools upon the reservation—the Government school at the agency and two contract schools—the latter being Catholic schools. The agency school is said to have accommodations for 160, and yet with 138 in attendance was overcrowded. It was gratifying to notice that nearly all were full bloods and were well clad and seemed healthy, with none upon the sick list. The teachers were capable and enthusiastic and were doing excellent work. The kindergarten was an interesting feature and drew forth hearty commendation. The calisthenic exercises of the older boys and girls were exhilarating; the drill master is Mr. J. G. Merriam, a Carlisle student, who is also an assistant teacher. His Indian wife (also a Carlisle student) is assistant matron. There is no industrial department, although there is an industrial teacher upon the pay roll, Mr. M. R. Wolf, an Indian. The industrial work on the part of the boys is in the nature of chores and work about the stables and some garden work in the summer; the girls are detailed to perform certain household duties.

ST. XAVIER SCHOOL.

Twenty-three miles from the agency, in a westerly direction, is the St. Xavier Mission School, in the valley of the Big Horn, under the care of Jesuit Fathers Vanderpoel, Bosqui, and O'Hara. The female teachers are Americans and belong to the order of St. Ursula. Here are 80 scholars, who presented a healthy and well-cared-for appearance. This school was also somewhat overcrowded, because more or less of the children had been brought here when the school at Prior was closed. The school is fortunate in having in the lady superior, who is over the female department, and in Rev. Mr. O'Hara, who has charge of the boys, two competent American instructors, so that the English which is taught and spoken is free from foreign accent. They have succeeded in drilling the Indian youth in the use of their voices in speaking and in reading aloud, so that they could be heard and understood, which unfortunately is often not the case in Government schools. Whatever may be said of Romish contract schools, of lack of thorough instruction, particularly in mathematics, this can be said in their favor—their scholars are constantly under the surveillance of a competent person, night and day, and the youth are better mannered. In honor of our

visit (the agent, Mr. Dickson, and myself were the visitors) an entertainment was provided during the evening. A five-act drama, prepared sometime before, representing scenes in the civil war, was played. One end of the assembly room has a stage with movable scenery and a drop curtain, so that it is well adapted to such purposes. There was a large audience of scholars, teachers, employees, and adult Indians. The boys acted their parts admirably, and the occasion was an exceedingly interesting one.

PRIOR SCHOOL CLOSED.

The school at Prior was closed July 1, 1898, as, under the plan of Congress to do away with contract schools, the appropriations were insufficient to continue it. The Jesuit fathers are desirous of selling their buildings at Prior, except the church, to the Government, and talked of making concessions in price to accomplish it. The funds for maintaining the St. Xavier School have also been reduced. What will be done when Government aid ceases it is difficult to say, although they expect to continue their work in some way. They have valuable property at St. Xavier, the buildings being of brick, commodious, and modern in construction. The grounds are well laid out, and present an attractive appearance. As an indication of the ability of the Jesuit fathers to manage, I mention the fact that recently they sold to the cattle men sufficient hay to net about \$800, obtaining a higher price per ton than was received by any other seller. This hay was gathered and stacked by the Indian boys, so that its actual cost was small.

CHILDREN NOT ATTENDING SCHOOL.

Three hundred and twenty-five is a low estimate of the Indian youth of school age upon the reservation. At the agency boarding school there were 138; at the St. Xavier, 80; together making 218. It would seem from this that many children of school age are nonattendants, but even if they were sent to school the accommodations are inadequate.

AGENCY SCHOOL BUILDINGS.

Excepting the new and commodious girls' dormitory, a substantial brick edifice, the buildings are of wood and inferior in construction and hardly worth repairing. It so happened that only a few days after my departure a fire broke out in the early forenoon under the lower floor of the building which is used for the boys' dormitory. On the lower floor are the kitchen and dining room. The excitement was great for a time, but the fire was extinguished as soon as it could be got at, and not much damage was done; but it might have been a serious affair had it broken out during the night. Apparently faulty construction around the fireplace or chimney permitted the outbreak, although they had been used many years. There was difficulty in getting at the fire, as it was under the fire place. During the long, cold winters, when the fires are driven, the anxiety of the officials is very great as they deem the risk considerable.

The buildings are without the modern fire-escape appliances.

AMPLE SUPPLY OF WATER.

The agency is fortunate in having an amply supply of water running through its grounds and into its buildings, with here and there a fire hydrant. When the flour mill was erected, near the Little Big Horn River, during the régime of Lieutenant Watson, he utilized the surplus steam power to force water from the river to a brick tank which he erected upon the hill, near at hand and overlooking the agency. From this tank the water is distributed through the grounds with a pressure sufficient to throw a stream over any of the buildings. There is a hose pipe, and the officials and boys are occasionally drilled in the service of preparing to meet a fire.

RETURNED CARLISLE STUDENTS.

Of returned Carlisle students we met several, perhaps 10 in all. With them we (Mr. Dickson and myself) had a long conference over reservation matters, and we also had frequent private conversations with them. Some of them are studying or anxious to continue their studies, and are upon the reservation, where they are endeavoring to earn money for this purpose, all of which is commendable; but it seemed to me that they often held themselves above their neighbors, and did not aid the faithful teachers, who, besides attending to their regular duties, carried on, with the aid of a missionary, Sunday and mid-week religious meetings for the benefit

of the scholars. These well-instructed young people, excepting those who are in Government service, were not present at any such meetings which we attended. We counseled them to lend all possible assistance to the faithful teachers, and endeavored to show them what a wonderful influence they can exert, if they will use it through these and other ways, to uplift their tribe. There are enough of them, perhaps 25, if they stand together, to turn the influence rapidly toward civilization. That they are appreciated by some of the leaders was made clear at the council held October 31, 1898, when the Congressional Commissioners first met the tribe to discuss the question of selling land to the Government. Chief "Plenty Coos," in a laudatory speech, called upon them to talk, as they had received great advantages and "had prepared notes on scraps of paper showing the sums due the tribe." "Spotted Hare" was very free in telling the great advantages of education, and expressed much confidence in their educated young men. It will thus be seen that the boys and girls who return to the reservation from nonreservation schools are not ridiculed and annoyed as is the case in some tribes. There is less difficulty, too, in securing remunerative employment.

GRAZING LEASES.

The question of leasing the lands of the Indian to cattle or sheep herders has received much attention, and one of the charges frequently made against Agent Becker is that he takes sides with the stockmen who have leases upon this reservation and that he favors them to the injury of the Indian. This was not proved at the investigation held later. It is true, however, that the cattle at the time of our visit were largely within the 5-mile limit, but it was because of the excessively long and cold winter. There was no grazing upon the ranges, and the herders were purchasing all the hay they could buy, paying full prices, and feeding it in the valleys where it is cut, instead of laboriously hauling it to the line and feeding the cattle on their own side. As soon as the new grass starts, the cattle will again be upon the ranges. I learned that there are also two sides to the question. Here is an immense reservation, much of which is especially adapted to the grazing of large herds of cattle, and from which the Crows as a tribe receive much revenue. There are difficulties constantly arising between the Indians and the cowboys, and it is always a question as to which is more frequently the aggressor.

GOVERNMENT CATTLE.

I was informed that the Government has purchased during the last fifteen years 7,000 cows, each with its calf, which were turned upon the reservation. No "round-up" has been had for two years, but it is estimated that there are no more than from 5,000 to 7,000 head of cattle at this time with the Government brand. The agent is giving much thought to the subject and has received letters of instruction from the honorable Indian Commissioner which he read to Mr. Dickson and myself. It is evident that the Government has been badly used by lessees, thieves, or careless officials. The reservation is overrun with valueless Indian horses. The agent was studying a plan for greatly reducing their number. He tried the experiment of shipping a train load to St. Louis, but the net proceeds, after deducting expenses was a trifling sum. From what he said of the quality of the animals shipped, one would hardly expect any returns, for they were an inferior lot of brutes.

AGENTS.

Mr. E. H. Becker, the agent whom we met, had been upon the reservation eight or nine months. Captain Stough, U. S. A., was his predecessor, serving about four months; the latter succeeded Lieutenant Watson, U. S. A., who joined his regiment; he was agent four years. It was during his régime that Government money as well as money belonging to the Crows was deposited in a Montana bank which failed, causing a great amount of trouble and loss. When he left the Indian service he, unfortunately, did not sign a large batch of vouchers, which have been held up for a year at the Treasury in Washington, which also has been a source of trial to many upon the reservation. Captain Stough's term was short, but very acceptable; he, too, was ordered to his regiment.

INVESTIGATIONS.

The result of the first investigation, conducted by Special Agent Dickson and myself, elicited no evidence which would warrant a verdict against Mr. Becker. The result of the second investigation (after my departure), conducted by Mr. Dickson

(and between the two investigations the political situation in Montana had materially changed), with the same witnesses, was quite different. The third investigation was by Arthur M. Tinker, United States Indian inspector, and at a later date.

THE CROW RESERVATION REQUIRES A SUPERIOR AGENT.

The variety and volume of business passing under the supervision of the agent of the Crow Reservation is very large, demanding a man of more than ordinary ability. In extent the Crow Reservation, over which the agent has charge, is rather more than three-fourths the size of the State of Connecticut. The money for the payment of the cost of the immense work of ditch digging hereafter is to pass through his hands. The grazing leases give rise to many conflicts and to a multitude of questions. The annuity payments to the Indians is a matter requiring great care. He should have knowledge of farming, and should also have an oversight of the school work. The suppression of intemperance is no small affair, requiring a wise and an acute man properly to handle it. The responsibilities of the office are very great, and it is not strange that the Interior Department has difficulty in securing men competent to fill such important places.

NEW YORK, July, 1899.

DARWIN R. JAMES, *Commissioner.*

APPENDIX C.

RESULTS OF ALLOTMENT POLICY.

REPLIES FROM INDIAN AGENTS ON RESERVATIONS WHERE ALLOTMENTS HAVE BEEN MADE, AND REPLIES OF INDIAN AGENTS TO LETTER OF INQUIRY AS TO NUMBER OF ALLOTTED INDIANS WHO LIVE ON THEIR ALLOTMENTS, AMOUNT OF LAND CULTIVATED, FITNESS OF RESERVATION LAND FOR AGRICULTURE, CATTLE RAISING, GENERAL EFFECTS OF ALLOTMENT, RECORDS OF MARRIAGES, BIRTHS, AND DEATHS, ETC. (See pp. 8-13.)

[Replies are arranged in alphabetical order of the names of Indian agencies.]

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
BLACKFEET INDIAN AGENCY,
Browning, Mont., November 16, 1899.

MERRILL E. GATES,

Secretary Board Indian Commissioners, Washington, D. C.

SIR: I have the honor to acknowledge the receipt of your letter of the 2d instant, requesting replies to certain questions contained therein, to which I reply as follows:

Question 1. How many allotments have been made to Indians of your agency:

Answer. Only one allotment.

Question 2. How many patents have been issued?

Answer. Not any.

Question 3. How many Indians are living on their allotted lands?

Answer. One family of four in number headed by a white man.

Question 4. To what extent are they cultivating their lands?

Answer. Hay growing.

Question 5. To what extent are their lands leased, and for what purposes are they leased, and with what results?

Answer. No leases.

Question 6. What, in your opinion, are the benefits or the evils of the allotment policy?

Answer. Think each Indian should own his own land.

Question 7. What proportion of the land of the reservation of your agency is so well adapted to agriculture as, in your opinion, to enable an industrious Indian to support himself and his family upon 160 acres each?

Answer. Each family is now living upon land claimed by them, but not allotted by the Department.

Question 8. If cattle raising or sheep raising is the prevalent and the most profitable industry for the Indians under your care, what seems to be the effect of this

occupation upon the civilization and the self-support of the Indians? And what suggestion, if any, would you make as to allotting grazing land?

Answer. Cattle raising is the only industry for this reservation. Think land should not be allotted for grazing, only for cultivation and hay growing.

Question 9. What provision has been made at your agency for a permanent register of allotments and of the names of allottees?

Answer. None.

Question 10. Is any register kept, from month to month, of the marriages, births, and deaths of Indians who have received (or who may be entitled to receive or inherit) allotments of land? If so, how, and by whom is this register kept?

Answer. A register of the marriages is kept in the office, and one of the number of births and deaths by the agency physician, and the summary of all embodied in each annual report.

Question 11. How are individual allotment boundaries marked, where allotments have been made?

Answer. By monuments of stone designating the corners.

Question 12. Have you noted evils from lack of registration and records in your agency?

Answer. None.

Question 13. Will you offer suggestions as to remedies for evils which you have noted?

Answer. —.

Very respectfully,

W. N. LOGAN,
United States Indian Agent.

CHEYENNE AND ARAPAHOE INDIAN AGENCY,
Darlington, Okla., November 22, 1899.

MERRILL E. GATES,

Secretary of Indian Commissioners, Washington, D. C.

SIR: I am in receipt of your circular letter of inquiry of the 2d instant, requesting reply to certain interrogatories, and in compliance therewith I have the honor to submit the following:

1. How many allotments have been made to Indians of your agency?—To Arapahoes, 1,144; to Cheyennes, 2,151; total, 3,295.

2. How many patents have been issued?—3,284.

3. How many Indians are living on their allotted lands?—Ninety-five per cent of the able-bodied Indians.

4. Ninety-five per cent of the able-bodied Indians are cultivating their lands, and in addition, many others who are incapacitated, cultivate to a limited extent.

5. Ten hundred and seventy-one allotments have been leased or applied for, for farming and grazing purposes. Only those who are incapacitated by age, disease, or other inability, are permitted to lease their allotments. Families are encouraged to select one of their allotments for permanent residence, and permitted to lease the others to acceptable tenants for terms of three years, with the consent of the agent, who fixes the price and improvements to be made, and the Secretary of the Interior. By this means the wild lands are brought under cultivation and prepared for future occupation of their children when they attain their majority. A portion of the revenue from such leases is utilized (or should be) in making improvements on the home allotment. All payments for such leases are made through the agent, who receipts for and disburses the same by check on the Assistant United States Treasurer in St. Louis, where the funds are kept. Suitable permanent record books are kept in which all such accounts are entered, subject at all times to inspection. A ledger account is kept with every allottee and lessee. Payments on leases are required semi-annually and paid out by check to the allottees semiannually in the presence of two witnesses, for which proper vouchers are rendered. Certificates are taken from the lessee stating the amounts paid at each payment. The benefits of leasing the allotments are twofold. In addition to the revenue received by the allottee, the white farmer furnishes him an object lesson in the methods of seeding, cultivating, and harvesting the crops grown on the leased lands, and in many instances is helpful to his Indian neighbor by the interchange of labor and the protection he gives to his personal property. White settlers are intermingled with Indian allottees throughout what was in former years their reservation. Amicable relations are maintained between the races, and these Indians are fast acquiring a better knowledge of civil government and civilized habits.

6. What, in your opinion, are the benefits or the evils of the allotment policy?—The benefits are numerous. The allotment of land in severalty, in my opinion, is the first step in Indian civilization. The sooner their camp life is abandoned for residence in permanent homes the sooner they will be prepared to adopt civilized habits and to discontinue their nomadic camp life. When their large villages are broken up and they are located upon their allotments they begin to feel and to exhibit pride in their individual ownership; until then they are under tribal government and tribal influences, which militate against all progress. Individual ownership, individual rights, and individual independence can not be maintained until they are thus segregated. Time and efforts are wasted on the part of the agents of the Government to make them progressive until then. Compulsion is a *sine qua non* in inducing residence upon allotments with the majority of the Indians under my charge. What has been accomplished in this direction is the result of withholding gratuitous issues to such as refused to comply with the requirements of the Department. But with those tribes to whom rations are not supplied no such compulsory measures could be made available. Under the allotment act, Indians are clothed with the rights of citizenship, and as citizens they can claim immunity from Government control; for this reason, in my opinion, the act should be amended so as to make them amenable to such control during the period in which their lands are held in trust. Under such provisions compulsory means could be enacted to insure permanent residence upon allotments and the adoption of civilized habits. In the absence of such authority, agents are handicapped in their efforts to establish them in fixed abodes and to make them self-supporting.

7. Two-thirds of the allotments. There are many allotments only fit for grazing, and will not afford sufficient revenue to support the allottee. Where the lands are unfit for agriculture at least 640 acres should be allotted to individuals, and when the lands are arid and water is scarce, in my opinion, they should be held in common.

8. Cattle and sheep raising has not been prevalent with the Indians under my care. With the exception of a very small number they have not been able to procure such breeding stock for want of the necessary means.

9. A permanent register of allotments is kept at this agency.

10. A register of births and deaths is so kept. Farmers in charge of districts are required to report to this office monthly all deaths, births, marriages, and divorces. Aside from this, a correct census and enumeration of all the Indians is taken semi-annually, June 30 and December 31. All legal marriages are consummated by clergymen or authorized civil officers, and are recorded in the respective counties where the parties reside. The allotted Indians are required to conform to the laws in all respects governing white citizens.

11. Boundaries are defined by the corner stones of the Government surveys as to quarter section, township, and range.

12. They do not exist, but undoubtedly would but for the measures adopted.

13. The chief evils noted among the allotted Indians are tribal visiting, marriage according to Indian custom, recognition of chiefs, the maintenance of "medicine men" and "dog soldiers," who act as whippers-in to the edicts of chiefs, also the use of the mescal bean. As long as these evils exist repugnance is engendered and cultivated to the adoption of progressive measures. To remedy some of these evils I prevailed upon the Territorial legislature to enact laws requiring all allotted Indians in the Territory to marry and be divorced like white persons; also to prohibit the incantations and practice of "medicine men" and the introduction and use of the mescal bean. Nothing short of legislation will suffice to prevent so-called chiefs from exercising control and bad influences over the members of their tribe. Tribal government will continue indefinitely with allotted Indians unless compulsory means are exerted to break it down. Agents should be given greater power to accomplish this end, and they should have the staunch support of the Department in enforcing all proper progressive methods. Government control over allotted Indians during the trust period in which their lands are held should be defined and exercised. The money heretofore largely appropriated for rations should, in my opinion, be expended for breeding stock, such as cattle, sheep, hogs, etc., and issued to such deserving Indians as indicate a willingness and a disposition to keep and properly care for the same. A people who have always lived free and unhindered to follow the bent of their inclination, will not willingly submit to restriction and prohibition in their indulgence in harmful customs and habits. In my opinion, their advent to full and unrestricted citizenship ought to be based on their willingness and ability to exercise, appreciate, and enjoy such rights, and this fact should be determined by the evidences of fitness displayed by individuals.

Very respectfully,

A. E. WOODSON,
Major, U. S. A., Acting Indian Agent.

CHEYENNE RIVER AGENCY,
South Dakota, January 27, 1900.

HON. MERRILL E. GATES,
Secretary, etc., Washington, D. C.

SIR: Pardon me for not answering your communication of some time ago relative to the allotment, etc., of lands in severalty to Indians of this reservation more promptly; but on account of the exceedingly large amount of clerical work in this office during the past few months it has been inadvertently overlooked. Inasmuch, however, as this reservation has but recently been surveyed and no allotments as yet made, I take it that the questions submitted are not applicable to this reservation at this time.

I might add, however, for your information, in answer to question 7, that a very, very small proportion of the land of this reservation is so well adapted to agriculture as to enable even an industrious Indian to support himself and family upon 160 acres. This would embrace principally that portion of the reserve lying along the Moreau River in the northern part thereof.

As to question 8, I would say that while cattle raising is the prevalent and most profitable industry for these Indians, I do not know that there seems to be any marked effect of this occupation upon their civilization, but it certainly tends to their self-support.

It is my opinion that when this land is allotted it should be allotted as grazing land only.

As to question 10, I have to state that a record of all marriages, births, and deaths is kept in this office.

Trusting that the answers in part, briefly given, will serve your purpose, and that the delay in forwarding them will in no way inconvenience you, I remain,

Very respectfully,

IRA A. HATCH,
United States Indian Agent.

COLORADO RIVER AGENCY,
Parker, Ariz., November 29, 1899.

DR. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington.

DEAR SIR: I have the honor to say in reply to your letter of November 2, 1899, relative to allotment, that there have been no allotments made on this reservation, strictly speaking, nor are conditions such that ordinary allotment can be made.

There are about 500 acres of land under irrigation by steam pump on the reservation, and this is divided into tracts of from 2 to 5 acres. Upon or adjacent to each of these tracts is an Indian family, and individual ownership of the tracts is fully recognized and respected. In every instance the cultivating, gathering, and consuming of the crops is a matter of individual or family work and ownership. The cutting of the wood for the steam pump and the building of the ditches is done cooperatively, but on each tract of land the occupant works as an individual. The principal crops raised are wheat, corn, melons, pumpkins, beans, sorghum, and alfalfa. All the lands under irrigation are cultivated by the Indian occupants.

The balance of the reservation is practically worthless without irrigation. Except a few scattering moist patches along lagunas or bayous, no land on the reservation will produce crops without irrigation. Some thousands of acres afford a scattering and rather uncertain pasturage, but unfortunately these Indians are not as a whole educated up to the idea of stock raising. Only two have herds of cattle, and three others have from one to five head each. In time I think more will try to raise cattle. No other live stock are owned by the Indians, except the ever-present ponies, that tend to their impoverishment rather than to their support.

Thus it will be seen that allotment in the usual form is not likely to be accomplished on this reservation. At the same time I believe that the irrigated land under cultivation might well be allotted in time. Five acres to the family will, in my judgment, furnish these Indians with a fair support, with what they can earn in the adjacent mines. I am therefore laboring to get the irrigated land more regularly and evenly divided, with a view to securing each family an individual title in the near future. It might be possible to give each a small adjacent tract of unirrigated land, but under present conditions it would be impossible to give each family any considerable acreage, and at the same time have an irrigated tract upon it.

The above, I believe, contains all the information that can be had on the subject here at present. Of course, with existing conditions I could not properly answer your questions in the usual manner.

I will be glad to give you any further information that my reply may suggest. There is no doubt but that these Indians would be ready for allotments if there was anything to allot, as they are disposed to be industrious and to recognize individual property rights. They have no thought of leasing their lands, or of hiring others to work them.

Very respectfully,

CHARLES S. McNICHOLS,
United States Indian Agent.

COLVILLE AGENCY,
Miles, Wash., November 18, 1899.

Hon. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington.

SIR: I am in receipt of your letter of the 2d instant, in which I am requested to furnish your board with certain information with reference to allotment of lands in severalty to the Indians connected with this agency. In reply I beg to say that the work of allotting lands to Indians at this agency was commenced during the present year i. e., to those residing upon the north half of the Colville Reservation—and is as yet not completed, two crews being at this time in the field. Not having had an opportunity, by reason of the short time since the work of allotting lands to these Indians was commenced, to familiarize myself with the results of allotment, I am not in position at this time to offer any material information upon this subject, but will endeavor to answer the questions asked in your letter, by number, as best I can.

1. About 600 allotments have been made up to date to Indians upon the north half of the Colville Reservation.
2. No patents have as yet been issued.
3. All of the Indians allotted are at this time residing upon such land.
4. More than 50 per cent of the lands allotted is in cultivation.
5. No leases for allotted lands entered into up to date.
6. I am unable to answer this question satisfactorily for reason above stated.
7. All of the land allotted so far is good agricultural land, and an industrious Indian can, in my opinion, support himself and family upon 160 acres.
8. Agriculture is the prevalent and most profitable industry for these Indians, although many of them have small bands of horses and cattle.
9. No provision has been made at this agency for a permanent register of allotment.
10. No such register is kept here.
11. By a substantial monument, usually stone, at each corner.

I am not at this time prepared to offer any suggestion as to remedies for existing evils in connection with allotment of lands in severalty. As stated above, the work of allotment having been commenced during the present year and at this time uncompleted, I have not had the opportunity of familiarizing myself with the result. At some future time I shall be glad to furnish you such information concerning the matter of allotment, its benefits and evils, as may come within my observation.

Very respectfully,

ALBERT M. ANDERSON,
United States Indian Agent

CROW AGENCY, MONT., *November 22, 1899.*

GENTLEMEN: Replying to your communication of inquiry regarding the allotment of lands in severalty to members of Indian tribes, will state that I would heartily approve of the system now in use were it slightly modified and additions made, with the end in view of providing a system for the accurate registering of the original allottees and their heirs.

1. One thousand three hundred and seventy-six.
2. No patents have been issued.
3. One hundred and seven families.
4. To a large extent the raising of wheat, oats, and hay. Sufficient wheat is raised and is ground by the agency mill to furnish all flour used on the reservation, furnish Tongue River Agency (Northern Cheyennes) with 250,000 pounds, and leave a large surplus to dispose of in addition. The hay and oats are of sufficient quantity to supply the Government needs and their own—in fact, a surplus over the demand of all these articles.
5. Approximately \$25,000 per year is obtained from the leasing of lands on the reservation for grazing purposes.
6. The benefits of the allotment plan are many as applied to those located on the

reservation. That it encourages the members of this particular tribe is shown plainly by the industry displayed by the owners of allotments, as compared with the members of the community farmers.

7. There are 160 acres of land for every man, woman, and child on this reservation, of land either now irrigated or admirably located for irrigation.

8. Cattle raising and horse raising are the most profitable occupations on this reservation with which the Indians are familiar and now engaged, and, taken in connection with their farming, is the natural occupation in which they can, I believe, become self-supporting in a very few years. I would suggest that no grazing land be allotted until after all members have been placed on allotted lands and a sufficient time has elapsed to demonstrate their ability of self-support. In individually caring for their cattle, which are now running in the common herd, the provisions of the agreement signed by the Indians and a treaty commission in August, 1899, provides the allotting of lands in severalty in the year 1900, and in 1901 the cattle are to be divided per capita. The object in the delay of the dividing was to give the agent one year in which to prepare for the care of their cattle in the winter time, the present system being open range the entire year.

9. Our most accurate register consists of abstracts of allotments made on that portion ceded to the Government in 1892, showing lands allotted to them, also those relinquished. Complications have arisen from this treaty from the fact that numerous tracts reserved for selection have not been allotted. Much of this is settled by bona fide white settlers, but still belongs to the Indian tribe, I believe, and not individually, as they have never released it to the Government.

10. A system is kept at this agency by which all births, deaths, and marriages are entered once each week, but is only accurate since December, 1897.

10. The reservation is divided into five farming districts. Over each is a white farmer, or subagent, assisted by an Indian interpreter and two or three police. The interpreter and police report each birth and death to the subagent, who in turn reports to the agent each week. This is verified in our semiannual payments of annuity, when each member of the tribe appears before the agent in person and draws their annuity. The record is kept in the agency office, is in charge of a chief clerk and two assistants.

11. Supposed to be marked by stone set in the ground, but it is very poorly executed, and causes many complications.

12. I have.

13. The Government to issue patents on all of the allotments on any ceded portion when thrown open for settlement by whites; the agent to be vested with authority to compel the return of any fullbloods to the reservation, but the sale of patents to be vested in the Secretary of the Interior, and a special report, submitted each month, of the births, deaths, and marriages of the allottees and heirs.

Very respectfully,

J. E. EDWARDS,
United States Indian Agent.

The BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

CROW CREEK INDIAN AGENCY,
Crow Creek, S. Dak., November 16, 1899.

SIR: In reply to your letter of the 2d instant, asking for information regarding the allotment of lands in severalty to Indians, would say:

1. Eight hundred and seventy-nine allotments have been made to the Indians of this agency.

2. About 225 patents have been issued.

3. All the Indians of this reservation are living on their allotments.

4. Their lands are not being cultivated to any great extent, because the country is not adapted, on account of lack of moisture, to farming to any great extent. The Indians have in unusually favorable seasons raised considerable wheat and a little corn, with a fair crop of garden vegetables, and have, whenever seeds have been issued, endeavored to raise a crop, but one can never be depended upon.

5. Until very recently the leasing of Indian lands has not been the custom to any extent here. Lately quite a number of grazing leases have been made, with much benefit to the allottees. In a number of cases allotments have been made to minor children who are in school or to persons who are now deceased, and the leasing of their lands has brought them in considerable revenue.

6. In my opinion there are no evils in the allotment policy, compared with the benefit derived from it. It is the only way to start the Indian aright in the pursuit of independence and citizenship. While more advantage might arise to them if their lands were productive and could be tilled to raise crops, they are rich grazing lands and afford Indians a great opportunity for stock raising.

7. I do not think any proportion of this reservation could be depended upon to raise crops each year sufficient to support a family upon 160 acres of land. Crops will seem to progress finely for a few weeks after planting, and then, possibly, be burned up in a day or two from the drought and hot winds.

8. Stock raising, as above mentioned, is the only reliable pursuit for these Indians. This reservation is a stock county and nothing else, and the effect of this industry upon their self-support and civilization will plainly show itself if adopted and vigorously followed by these Indians.

9. A permanent register of allotments, with numbers and names of allottees, is kept at this agency, and a map showing each allotment, with number of same, is also kept. Most of these Indians know their allotments on the map and their boundaries thereon, but the boundary lines of individual allotments are not well enough defined by metes and bounds. In not a few cases, while the Indians know their claims on the map, they are unable to define their boundaries of the allotments. On this account some dissension has arisen between them on account of trespass. I would suggest as a remedy for this that their allotments be defined by resurvey and marked by bounds, to better designate the lands belonging to each.

10. A register of marriages, births, and deaths is kept at this agency, and each is noted at the time of occurrence. An agency record for this purpose is kept at the agency and also by the physician. This would be necessary, in order to keep the issues and census correctly.

11. As mentioned above, the allotment boundary question is one that has furnished some trouble, and the only solution seems to be the marking of these boundaries by some well-defined plan.

12. I do not recall any evils at this agency arising from lack of registration or records, as same are carefully kept.

Altogether, I think the allotment plan and the manner of keeping the records at this agency are quite satisfactory. I do think, however, that the establishment of allotment boundaries should be given attention by those in authority. I think, also, that the Department should consider the question of issuing stock cattle to these Indians purchased from available funds now to their credit, and the starting of them out on the permanent industry of stock raising. It is, in my opinion, the only profitable vocation that these Indians can engage in.

Very respectfully,

JAMES H. STEPHENS,
United States Indian Agent.

MR. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

DEVIL'S LAKE AGENCY,
Fort Totten, N. Dak., December 16, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: In answer to your request for information relative to the matter of allotments made, patents issued, Indians living on their allotted lands, the extent they are cultivating them, &c., I make the following report:

1. There have been 1,168 allotments made on the Fort Totten Reservation of the Devils Lake Agency.

2. There has been issued by the Government 1,131 patents.

3. All the adults who are now living and residing on the Fort Totten Reservation reside on their allotted lands.

4. Most of them cultivate some portion of their land, from small garden patches to good sized fields; there being about 4,000 acres in crop the past season, quite a number having as high as 60 to 75 acres in crop. The Indians themselves, the past season, raised 13,624 bushels of flax, 11,164 of oats, 10,006 of wheat, and 1,517 of barley, making a total of 36,311 bushels of grain; also small patches of corn, potatoes, and vegetables.

5. Very little of their lands have been leased—not enough to show any practical results at this time. There being an abundance of uncultivated lands outside of and adjoining the reservation, there is not much demand for leasing.

6. The allotment of lands, in my judgment, is all right in itself, but I think poor judgment was used in making the allotments at this reservation, the Indians having been allowed to select their lands in tracts of forty acres, here and there, so that some of them have land in two or three townships, or on different and unadjoining sections in the same town, which has made the value of their lands much less than as though they all lay in one body, and also makes the unallotted lands of much less value, as it would be difficult to select 160 acres in one tract in many parts of the reservation. The above method of allotting has also been a cause for their moving about from one piece to another, thus, in a degree, keeping up their original roving customs.

7. While the reservation is more rolling than much of the adjoining lands outside the reservation, yet it is well adapted to mixed farming and agriculture, also to stock raising, there being an abundance of water, hay, and some timber; though the latter has been cut and disposed of in a large degree, yet, if the prairie fires could be kept out and the growing timber thus protected it would grow fast enough for their own needs. With these advantages, it might be said that the entire amount of allotted lands are so well adapted to agriculture that 160 acres will support any ordinarily industrious family.

8. It seems almost impossible to induce the Indians to raising cattle and other stock, the tendency of such being to keep them at home or prevent them moving from one place to another; yet, notwithstanding this discouraging feature, I think it should be continued until their dislike is overcome, as I am sure it will one day become of great advantage to them.

9. But a small proportion of the patents have as yet been called for, and so far they have not been recorded, further than to file the duplicate receipts which contain the names and description, date of issue and of receipt. We shall record them in a register, with as much information relative to the allottee as regards his descent and family as practicable.

10. The police court is held every two weeks, at which the police report all births and deaths, which are recorded in the police court record and transferred to the census of the year to which it belongs. Marriages are only permitted after a license has been granted from the agency office, and after there has been found to be no good reason for not granting it. They are made—that is, the license—in duplicate, with a return to be filled out and returned to the office by the clergyman or person performing the marriage ceremony, and a due record is made in the office files of the same.

11. Individual allotment boundaries are only marked by the section corner marks usually put up by the surveyor, supposed to be according to Government instructions, though most of the land on this reservation was marked and surveyed in forties. I find, however, that most of the corner witness marks and posts are gone, which necessitates a new survey at times to trace their lines.

12. I have noticed no evils as yet from lack of registration at this agency.

13. I therefore have no suggestions to offer further than that the registry should be kept up and in as complete and handy form as possible.

Very respectfully,

F. O. GETCHELL,
United States Indian Agent.

JOCKO, FLATHEAD AGENCY, MONT.,
December 2, 1899.

MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

SR: Replying to your communication of November 2, in relation to allotments, I beg to say no allotments have been made on this reservation. When the north line of the reservation was surveyed it was found that some of the Indians had settled on lands that proved to be outside of the reservation lines, and these lands were allotted to the Indians, nineteen in number, but on the reservation no allotments have been made.

As nearly all of these allotments were jumped by white men, and the contests are as yet undecided, I am unable to give you the full information requested, but furnish herewith such as is possible.

1. Nineteen.
2. None.
3. Two or three; they are in possession of white men.
4. See last answer.
5. None.

6. I favor the allotment system where the Indians are well advanced. When allotments are made the Indian knows that the land is to be his own, and that any and all improvements he may make will be on his own land; it gives the assurance of title.

7. Twenty-five per cent of the land.

8. Cattle raising is very profitable, and should be encouraged in every way possible.

9. None.

10. No.

11. In some cases by fences.

12. No.

13. No suggestions.

Very respectfully,

W. H. SMEAD,
United States Indian Agent.

FORT APACHE AGENCY,
Whiteriver, Ariz., December 19, 1899.

MERRILL E. GATES, Esq.,
Washington, D. C.

SIR: Yours of November 2, 1899, and December 8, 1899, are received. Not being any allotments here, was the reason I did not reply to your first letter. I keep a complete record of births, deaths, and marriages. I don't think allotment of lands here would be advisable, nor will these Indians be ready for it for many long years. No patents have been issued here. These Indians are cultivating about 1,500 acres of land. Their lands are not leased. They raise some cattle and horses, but no sheep. This is the best place in the world for cattle raising, and if all Indian agents understood the range cattle business, it could be made very profitable for the Indians if the Government would furnish them a fair start of cattle. This reservation will support 40,000 head of cattle, and will require no feed in the winter other than the grazing. The registration and records are complete. These Indians raise considerable of corn, and some barley of late. They make a drink out of corn called tulpai or tiswin, which intoxicates them. It requires about eight days to manufacture what they call good tulpai. This drink is a great detriment to them, and is the cause of nearly all trouble and crime among them. If the Commissioner of Indian Affairs will issue an order making the various Indian chiefs responsible for the manufacture of tulpai by those under their care, and give agents power to send the leaders off the reservation to some prison, would work a great reform on this nefarious practice, and possibly put an end to it some day. * * *

Very respectfully,

A. A. ARMSTRONG,
United States Indian Agent.

FORT BELKNAP AGENCY,
Harlem, Mont., November 16, 1899.

Dr. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: In answer to your communication dated the 2d instant, in which you request information in the matter of allotments of lands to Indians of this reservation, I have the honor to state that under the terms of the agreement of 1895 with these Indians, no allotments of land in severalty were to be made on this reservation.

While there have been no formal allotments made, nearly all of the Indians occupy and hold individual ranches and farms of 20 to 40 acres each, and when the irrigating systems authorized and now in the course of construction are completed, correct surveys will be made, and the land covered by these systems subdivided and allotted to the Indians equitably. A topographical map of this land and a record of each allotment will be kept on file in the agency office for reference.

Replying to your question No. 5, I have to state that there are no lands leased on this reservation; and to question No. 6 I beg to state that where the land is situated in an agricultural section with sufficient rainfall to reasonably insure a crop, and where there is timber sufficient for equal distribution, I regard the allotment policy a good one; but where the reservations are located in an arid region, as most of them are, the crops are uncertain, and the pursuit of agriculture is a failure without irrigation, and where timber is scarce I think it is better for the interests of the Indians to hold their lands in common for quite a while at least.

I have advocated that each Indian here be given for his individual holding a sufficient quantity of land for a small grain field, garden, and pasture ground, to be put

under fence, the remainder to be held in common as grazing land for their stock; and that all of them have access to the timber for fuel, building purposes, and other improvements.

This is not an agricultural region, and only those succeed who have ample facilities for irrigation. Stock raising is the most profitable and the industry best adapted to this section. It is the principal one of the Indians, and their grazing lands now are, and should be, held in common. The moral effect of the occupation of cattle raising among these Indians is most wholesome. Their interest is growing, as is evidenced by purchases from them in the past four years of my administration. In 1896 I purchased 250,000 pounds of gross beef; in 1897, 300,000 pounds; in 1898, 380,000 pounds; and the present year, 490,000 pounds, all of which has come from the increase of their herds and without any diminution in their stock of breeders.

Several of the most progressive Indians own from 50 to 100 head of cattle. I think this is encouraging, and believe that through this source these Indians will, in a reasonable length of time, become self-supporting.

Very respectfully,

LUKE C. HAYS,
United States Indian Agent.

FORT BERTHOLD AGENCY,
Elbowoods, N. Dak., January 19, 1900.

Hon. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: In reply to your letter of November 22, 1899, I have the honor to submit the following answers to your questions concerning the allotments of lands:

1. Nine hundred and forty-nine allotments.
2. No patents issued.
3. One thousand one hundred and eighteen, the entire number of Indians on the reservation.
4. The annual reports of the agency farmer and his assistants show that 1,673 acres were under cultivation June 30, 1899. The Indians who live on the first and second benches from the Missouri River are able, and do, raise large crops of wheat, oats, corn, and a variety of vegetables. Those who live further back do not enter so extensively into agriculture, but every family has a garden, in which they raise a fair supply of vegetables.

5. No lands leased.

6. The principal benefit resulting from the allotment policy is that even among whites a man rarely becomes prosperous until he has a home. It is so with the Indian. There he accumulates the products of his labor. The many hours and days spent in improving his home and land are not thrown away, but appear in the permanent improvements and additions necessary on every farm and in every farmhouse.

The principal, and in my opinion the only, evil of this policy is the sale of unallotted lands after all the Indians are located.

In a locality like this, where agriculture has to be supplemented by one or more industries in order to support even the most energetic man and family, a certain amount of land must be reserved for grazing purposes, or the raising of cattle will be cut off the list as a means of livelihood.

This has been the result among the whites and will inevitably follow the sale of unallotted Indian lands.

On this reservation successful farming is confined to a narrow strip along either side of the river, which is perhaps sufficient to give every family 80 acres of rich, fertile soil. Back from this strip the land is well adapted to grazing but is unsuitable for agricultural purposes. Nothing will grow on it but the wild native grasses.

7. None. Answer to question 6 covers this question.

8. Cattle raising is the leading and most profitable industry among these Indians. The effect of this occupation upon the civilization and self-support of the Indian is good. This pursuit teaches the Indian that to be successful he must be industrious and watchful of his own interests. It brings him into the open air and is the favorite work of the majority.

It will in time become the principal means of support. In fact, at present it is the best-paying industry in this section. During the fiscal year 1899 these Indians sold to the Government 360 head of beef cattle, aggregating 195,768 pounds net or dressed beef, for the sum of \$12,724.97. Their total earnings for the same year were \$29,267.58, received from all sources, so that cattle raising brought them nearly 50 per cent of their income.

All unallotted lands should be held as a common range for grazing purposes. See also answer to question 6.

9. No such provision has been made, but it is or will be a necessity.

10. Yes; each family is given a page in a book, upon which are entered the names, dates of births, deaths, or marriages of members of the family. In addition to this family record all deaths, births, and marriages are recorded on a separate page as they are reported. These records are kept at the agency office by the assistant clerk. Each clergyman on the reservation keeps a record of all deaths, marriages, and baptisms or christenings at which he officiates.

11. Section corners are marked by mounds. All subdivisions are marked by posts placed at the corners.

12. None as yet. But disputes and trouble will undoubtedly occur later unless some complete record is kept.

13. A book should be prepared for the purpose. One page should have a diagram and description of each allotment; on the opposite page a complete record of the allottee's family, heirs, and relatives, etc.

The duplicate record of allotments mentioned in your letter of the 12th instant has been received.

Very respectfully,

THOMAS RICHARDS,
United States Indian Agent.

FORT PECK AGENCY,
Poplar, Mont., November 18, 1899.

Hon. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

MY DEAR SIR: In reply to your letter of 2d, 1899, allow me to give the following answers to the questions therein propounded:

1. Eleven. (All off the reservation.)
2. Eleven.
3. All.

5. None are leased.

6. I have no opinion whatever on the subject. I am totally without experience in the matter. All allotted lands are off the reservation and are mainly allotted to mixed bloods whose fathers are white men, so that the allotments made thus far do not afford a sufficient test on which to base an opinion.

7. Little, if any, without irrigation.

8. Stock growing will, in time, make these Indians self-supporting and therefore civilized to a greater or lesser degree. A portion of these Indians have been thus engaged for some years, and where they have followed it with reasonable energy have become self-supporting, and in some cases reasonably well off. They are, of course, the best, most reliable, and progressive Indians on the reservation.

9. None by the agency files, but their patents are recorded with the county recorder of the county in which the lands are situated.

10. No.

11. They conform to the public survey.

12. This question does not apply to this agency.

13. None.

Very respectfully,

C. R. A. SCOBEE.

[See fuller letter below.]

FORT PECK AGENCY,
Poplar, Mont., November 24, 1899.

Hon. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

MY DEAR SIR: In further reply to your letter of the 11th instant, allow me to say that the pressure of other business has prevented me from replying until this time.

If these Indians are to be kept on this reservation, it necessarily follows that some fund must be furnished for their support, in part at least. This can be best accomplished by an agreement with them to sell their useless and surplus lands. If this could be done a definite fund could be created and a definite plan laid out for expending it, so that changes in the offices of the Secretary of the Interior, Commissioner of Indian Affairs, and of agent at the reservation would not make an entire change of plans and result in the loss, to a large extent, of expenditures already made. To illustrate this I wish to call your attention to the way and manner in which the proceeds of the agreement made in December, 1886, with these Indians have been spent, and in doing so, I do not wish to be considered as casting any reflections on anyone. When I first took charge of this agency, July 1, 1889, there was to the credit of the

Indians \$1,650,000. At that time the Indians were without wagons, harness, agricultural implements, and live stock of any kind, except ponies of the most inferior and useless kind. During the next four years I made an effort to get them started in stock growing, combined, to a limited extent, with agriculture. In short, just such pursuits as experience had demonstrated were adapted to the soil and climate of this country. It was out of the question at first to issue cattle or sheep. Leaving out the lack of knowledge on the part of the Indian to care for them, they did not have the wagons, mowing machines, or work horses to put up hay to feed them. First of all, horses of suitable size had to be procured. This was done by purchase of good brood mares and stallions. At present every Indian family has a good team. Mowing machines had to be estimated for and on arrival the Indians taught their use. All this could not be done in a single season, but took time and patience.

At present a very large percentage of the Indians can run mowing machines and do all other kinds of work with a reasonable degree of skill.

In 1892 the first estimate for cattle and sheep was made. They were furnished in 1893 and issued after I had left the agency. Five hundred head of heifers and 400 head of ewes were furnished. In July, 1893, I was superseded by Capt. H. W. Sprole as agent. I endeavored to impress upon him the importance of continuing the plan I had already inaugurated, but he took a different view of the matter, and not a single head of stock was purchased during his administration. Even the breeding animals were allowed to run down. At this time all kinds of live stock was very cheap and if sufficient quantities had been given the Indians their condition would at present be much better.

During this time the rations were largely increased and the money spent in experimental agriculture and in doubtful and empiric enterprises.

The live stock which were furnished on my estimate is the only thing out of which the Indians have derived an income. They are now receiving every year more money from the sale of beef cattle than the original cost. Their investment in sheep in five years netted them about 800 per cent profit. Had the issue of live stock been continued from 1893 to 1898 these Indians would have required very little Government aid.

So I say that in future agreements the manner of spending the proceeds of the funds resulting from the agreement ought to be settled in the agreement itself and thus place it beyond the power of any official, Secretary, Commissioner, or Agent to divert or change it. If this is not done and some line of policy followed out for a series of years, no permanent result can be accomplished.

I would say as to the way it should be spent, that the school plant should be completed, that a definite sum should be set aside for the purchase of live stock, that the rations should be reduced at least one-half, that the expense for running the schools should be provided for and the question of irrigation should be investigated by competent engineers and if found feasible a very large sum should be thus invested. In the meantime the lands should be surveyed and allotted and all preparations made to abandon the reservation as soon as possible.

If this programme is adopted and followed out the Indians at Fort Peck will soon cease to trouble anyone.

Any attempt to make this kind of an agreement will meet with great opposition from the Indians themselves. An agreement, however, that would double the rations would meet with universal approval.

There has always been too much sentiment mixed up with Indian legislation and the general conduct of Indian affairs. The Indian is looked upon as guileless and childlike, tyrannized over by an agent, robbed by traders and preyed upon by the surrounding settlers. The amount of it is that he is full of low cunning, half civilized, and devoid, to a large extent, of sentiments of religion, veracity, and manly virtue. There are less restraints upon him than the law places upon the citizen. If the Government proposes to treat him as a ward it should make him do exactly what it wishes. If not, it should abandon its Indian policy and let him go.

Superintendent Graves has not visited this agency.

Very respectfully,

C. R. A. SCOBEEY,
United States Indian Agent.

GREEN BAY AGENCY,
Keshena, Wis., December 4, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: I have the honor to make the following report, in reply to your circular letter of inquiry, dated November 2, 1899, relative to the allotment of lands in severalty to Indians, etc. :

1. The record book at this agency shows 1,519 certificates of allotment issued to the Oneida Indians June 13, 1892.

2. Twenty-eight patents issued to Stockbridge Indians in December, 1897.

3. I am unable to state the exact number of Indians who are living on allotments, but think a large proportion of them occupy the lands allotted to them.

4. The Oneidas cultivate about 4,500 acres of land on their reservation. The land on this reservation was heavily timbered, and requires a large amount of labor to clear it in shape for cultivation. Many of the Oneidas have good farms and comfortable buildings, and are each year preparing more land for cultivation.

5. Five hundred and forty-two acres were leased for grazing purposes in June, 1899, at an average price of about \$1 per acre. Only a small amount of this land had been cleared and cultivated, and the Indians were realizing no benefit from the same before it was leased.

6. I think it is a benefit to the Indians to have their lands allotted, as each Indian will take more interest in his allotment and work harder to improve it than he will when the land is held in common.

7. I would say that all of the land on the Stockbridge and Oneida reservations is well enough adapted to agricultural purposes to enable an industrious person to support himself and family on 160 acres, after first having cleared the land and put it in shape for cultivation. About one-fourth of the land on the Menomonee Reservation consists of sand plains and is unfit for profitable cultivation. The balance of the reservation is good farming land but generally heavily timbered, and requires a large amount of labor to prepare it for cultivation.

8. In my opinion stock raising to any extent would not be profitable at this agency.

9. A record book is kept at this office in which is entered the name of each allottee, the number of the certificate of allotment, and number of acres called for in the certificate.

10. There is none kept at this agency.

11. Boundary lines were established by a surveyor under the supervision of Dana C. Lamb, special allotting agent, in the year 1890.

12. Have not.

13. I would respectfully state that the Oneidas receive an annual annuity payment and the Stockbridges and Munsees a semiannual payment, and before each payment the roll is corrected by dropping the names of those who have died and adding the names of those who are born. In accordance with section 204 of the regulations of the Indian Office a census of the Indians of this agency is taken annually.

Very respectfully,

D. H. GEORGE,
United States Indian Agent.

KIOWA AGENCY,
Anadarko, Okla., December 15, 1899.

MERRILL E. GATES, Esq.,

Secretary Board of Indian Commissioners, Washington, D. C.

SIR: Replying to yours of November 2, I have to inform you that no regular allotments of land in severalty have been made to Indians of this agency. A large number, however, have located upon lands they have selected with the intention of accepting when the allotment policy is forced upon them.

They have not accomplished much in the way of farming, owing to the uncertainty of rainfall and hot winds of summer. They have comfortable 2-roomed houses, and have made some advancement in the way of civilized living.

No systematic register of marriages and births has been kept at this agency previous to the present administration of affairs of the agency, nor has any systematic effort been made to force these Indians to regard marriage as a sacred obligation to be solemnized legally and everlastingly binding. I am in perfect accord with the views on this subject expressed in your circular, and am working on that line.

The surplus lands pertaining to this agency, i. e., the lands not required for the use of the Indians either as homesteads or as pastures for their cattle, are leased, with the approval of the Secretary of the Interior, to cattlemen under what is termed "grazing leases." From these leases a revenue to the Apaches, Kiowas, and Comanches residing on their reservation in Oklahoma, amounting to about \$225,000 per annum, is derived. From this source they draw their principal support.

These Indians are not fitted in any manner for the allotment of their lands in severalty, or for being thrown into competition with intelligent whites in pursuit of industry from which to gain maintenance. Their country is especially adapted to cattle raising, and if they are ever successful in anything it will be in that branch of

industry, and no other. A calamity will be thrust upon them if the so-called Jerome treaty is ratified by Congress. The lands of their reservation designated as "surplus" can not be taken from them with due regard to justice and humanity unless a sufficient allowance of land is embraced in their allotments to enable them to support themselves through sale of cattle raised thereon. The clamor for the opening of this reservation for settlement of whites thereon as homesteaders is unwarranted. Oklahoma to-day has more than 6,000,000 acres of land that awaits locators, and if this reservation were opened to-morrow, and the Indians located upon the choice agricultural lands, there would be nothing here that anyone would want except land for stock raising.

The general public is now getting, through the cattle interests located upon this reservation under the leases referred to herein, a great benefit, which is constantly increasing.

Many of these Indians count their cattle by hundreds; one owns more than 900 head of horned stock and nearly every Indian has a few head. The possibilities for these Indians in this industry are promising, and every fair-minded person acquainted with the conditions of the reservation will testify that there is no other hope for the tribes outside of this branch of industry.

These Indians are peaceably inclined. All their children are in school, either in the reservation Government boarding schools, of which three are established here, or at one of the four church mission schools. Besides, they are well represented in the Government industrial schools established elsewhere.

Very respectfully,

JAMES F. RANDLETT,
Lieutenant-Colonel U. S. A., United States Indian Agent.

KLAMATH AGENCY,
Klamath County, Oreg., December 6, 1899.

Dr. MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: In reply to your circular letter of November 2, 1899, in which you submit questions designed to secure information upon certain points with respect to cultivation of allotted lands, registration of deaths and births, and other matters of interest, I would respectfully submit the following:

1. How many allotments have been made to Indians in your agency?

Answer. Approximately, 1,400. The allotments were completed or suspended in the field nearly a year ago, but the books and records are possibly not yet finished in the office at Washington, and the records and maps prepared for the agency, showing allotments as completed, have not yet been received at the agency.

2. How many patents have been issued?

Answer. None as yet.

3. How many Indians are living on their allotted lands?

Answer. I would say 75 per cent of living allottees are already living on their lands.

4. To what extent are they cultivating their lands?

Answer. Nearly all of them are improving their lands by fencing and building houses and barns. Stock raising being the paramount interest of the Klamath Reservation, comparatively little plowing has been done except in a few localities.

5. To what extent are their lands leased, and with what results?

Answer. No permanent leases have been made yet, May 1, 1900, having been set as the date after which permanent leases can be made. Only temporary leases for pasturage have so far been made.

6. What, in your opinion, are the benefits or evils of the allotment policy?

Answer. The allotment plan is, considering the disparity between the races, a good one for the protection of the Indian. The uncivilized Indian would not protect his lands against the enlightened and aggressive white man if placed at once on a legal and social plane with him, and I favor the idea of placing safeguards around him until he is better able to cope with his aggressive and often unscrupulous brother.

7. What proportion of the land of the reservation of your agency is so adapted to agriculture as, in your opinion, to enable an industrious Indian to support himself and his family upon 160 acres?

Answer. There are a few localities on the reservation where industrious Indians may be able to make a living on 160 acres of land, especially after the land best calculated for farming is improved by irrigation; but the opening up of the reservation to settlement by white men upon the unallotted lands would make it hard for those Indians

who live in the meadow districts by stock raising to make a living, as it would deprive them of the advantage of pasture upon the tribal lands.

8. If cattle raising or sheep raising is the prevalent and the most profitable industry for the Indians under your care, what seems to be the effect of this occupation upon the civilization and the self-support of the Indians, and what suggestion (if any) would you make as to allotting grazing land?

Answer. The stock business is no disadvantage to the civilization of the Indians. The cattlemen are not nomads. Everyone can have a home where he can surround himself with as many civilizing advantages as can be had on the reservation, and the profitable character of his business is likely to furnish him the means to provide them. Since the Government will not open the reservation without the consent of the Indians, I would have the Indians retain possession of their tribal lands for pastoral purposes until their allotted lands become alienable.

9. What provision has been made at your agency for a permanent register of allotments?

Answer. As yet we only have copies of the allotment maps showing what allotments have been made, with the names of the allottees on the maps. A permanent register will be an actual necessity, and upon it can be noted the changes by death, marriage, etc., as they occur.

Question. Is any register kept, from month to month, of the marriage, births, and deaths of Indians who have received (or who may be entitled to receive or inherit) allotments of land? If so, how, and by whom is this register kept?

Answer. Heretofore a record of this kind has not been as carefully kept as it should be. The physician and police are expected to report all births and deaths, and we aim to keep a record of these and note them on the census rolls. However, a permanent record, in a suitable book provided for the purpose, showing all changes through death, birth, marriage, and inheritance, would greatly simplify this matter and put the information in shape for ready reference.

Question. How are individual boundaries marked when allotments have been made?

Answer. By stakes, about 4 inches square, driven into the ground, with initials indicating the names of the allottees. These posts, although only in the ground a few years, are already rotting, and some of them have entirely disappeared. Stones ought to be substituted for them.

Question. Have you noted evils from lack of registration and records in your agency?

Answer. Nothing of a serious nature has occurred yet from this reason. The allotment system is now here, however, and I can see that much evil contention might result from imperfect or careless registration.

Question. Will you offer suggestions for evils which you have noticed?

Answer. The matter of inheritance is one which calls for careful consideration. Where practicable to ascertain what the will of the deceased was, that, of course, should be respected, as a rule, and in the event of death without such expression the matter of succession should be decided upon by the court or council, with the approval of the agent, or in some other authoritative way, and a record be made of the decision. Each agency should be furnished with books of record, as already mentioned, in which the name of all allottees can be shown in connection with a description of their lands, and in which can be shown all changes, through death or otherwise, as they occur. More permanent markings than wooden stakes should indicate the boundaries of all allotments. I would take advantage of this opportunity to state to your board that a number of parties have been overlooked by allotting agents heretofore in the field, and that some Indians, whose lands allotted elsewhere than on the reservation were worthless, now desire lands on the reservation, and that an allotting agent should be sent here to complete the work, or the agent be authorized to attend to the additional allotting necessary; also, that while the reservation remains intact the allotment of lands to the children born since allotting was suspended be authorized.

Very respectfully

O. C. APPLEGATE,
United States Indian Agent.

LA POINTE INDIAN AGENCY,
Ashland, Wis., November 17, 1899.

Hon. MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

SIR: I have been absent from the agency making cash payments to the Indians under my charge, and for this reason your communication of the 2d instant has not previously received my attention.

I answer the questions propounded by you in the order in which they appear in your communication, as follows:

1. Two thousand four hundred and ninety-three.
2. Two thousand four hundred and ninety-three.
3. Five hundred and forty-two families.
4. A very limited extent. They have cleared small patches for planting garden vegetables, and have also some clearings which they use for pasturage.
5. There are practically no leases of lands which have been allotted to Indians under my jurisdiction. At the Red Cliff, Bad River, and Lac du Flambeau reservations the Indians have entered into leases with the lumber company operating on the said reservations under authority of the Department of the Interior.
6. I consider that anything which tends to promote good citizenship and which will render the Indians self-supporting is entirely for their benefit, and for this reason I think that where an Indian can be induced to settle upon his allotted lands and make a home for himself the allotment is entirely beneficial to him. Where an Indian seeks merely to dispose of the timber on his allotment or sell the land itself, the same can be only detrimental to his interests.
7. The reservation lands in the State of Minnesota are, for the most part, barren and unprofitable. The reservation lands in Wisconsin are all heavily timbered, but with the money derived from the sale of their timber the Indian, if so disposed, may, after the timber is removed, break up the land and obtain a comfortable living for self and family. In most cases, however, I should add, the Indian does not desire to become a farmer, and the allotments are taken in the majority of instances in order that he may realize on the timber, and they obtain their living from the product of the soil itself only as a last resort when the money they received from the pine had been spent.
8. The Indians under my charge raise no sheep, and the few cattle which they raise can scarcely be called an industry. As stated in my annual report for the present year, I do not in a great measure encourage the owning of cattle by the Indians, as they do not make proper provision for their support during the winter, which is very severe in this climate. There is no grazing land at this agency which can be allotted.
9. The names of the Indian allottees and a description of their allotment are entered on schedules which are on file at this agency, as also upon the tract books of the various reservations.
10. There is no special register kept at the agency, as specified in the foregoing paragraph, but the farmers in charge at each reservation make a report monthly as to the marriages, births, and deaths of the Indians under their charge. This record is needed in order for the physician to prepare his monthly sanitary report and the lists transmitted by the farmers are kept on file in order for the annual census to be properly prepared at the close of each fiscal year.
11. It is necessary before removing the timber from the allotments to have a proper survey made in order that there may be no trespass committed by the contractor who cuts the timber. When such surveys are made, section posts and other means of identification are erected to mark the boundaries of the several allotments.
12. Having sufficient records and registration on file at the agency in connection with the Indian allotments, I have noted no evils in this respect.
13. I have no suggestions or recommendations to make in addition to the foregoing.

Respectfully submitted.

S. W. CAMPBELL,
United States Indian Agent.

LEECH LAKE AGENCY, MINN., *December 7, 1899.*

MERRILL E. GATES, Esq.,

Secretary of the Board of Indian Commissioners, Washington, D. C.

SIR: In reply to your letter of the 2d ultimo, I regret very much indeed that I am unable to give you the information desired.

I have had charge of this agency so short a time that, although I have formulated plans, not many of them have been carried into effect as yet.

I note particularly what you say about the need of systematic and permanent registration of the names and allotments of all Indians whose land is allotted in severalty and of a continuous and permanent register of marriages, births, and deaths among Indians to whom land has been allotted. This I intend to give special attention to, and probably in the course of another year I can answer the questions propounded by you. I find this place now, however, without any records of any kind except what I have started myself since my induction into office at this place. I wrote you

in full about a year ago from the Omaha and Winnebago Agency, giving you my views about allotments of land to Indians, and what they should be allowed to do concerning their allotments, and to these views I still adhere.

Hoping that at some future day I will be able to answer you more fully on every point touched upon, and assuring you of my desire to do so, I am,

Sincerely, yours,

W. A. MERCER,
Captain, Seventh Cavalry, Acting Indian Agent.

LEMHI AGENCY, IDAHO, *November 23, 1899.*

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: The receipt of your letter of the 2d instant, relative to allotment of lands in severalty to Indians, is hereby acknowledged.

I have to state in reply that no allotment of lands has ever been made to the Indians of this reservation. My understanding is that the Lemhi Reservation was set apart by an Executive order some years ago. Of the 64,000 acres not more than 2,500 acres can probably be reported as susceptible to cultivation, which is now held by the most progressive of these Indians in 10, 20, 30, and 40 acre tracts.

This reservation is more adapted to stock raising than farming, on account of the elevation and mountainous condition. However, some few good farms are to be found.

Hoping this information will be satisfactory,
I am, very respectfully,

E. M. YEANAN,
United States Indian Agent.

LOWER BRULE INDIAN AGENCY,
Lower Brule, S. Dak., December 19, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: In reply to your communication of November 2, 1899, will say:

1. Four hundred and seventy-seven.
 2. None.
 3. All of them.
 4. Indians are not cultivating their lands at all.
 5. There are no lands leased at this agency.
 6. The allotment of lands to Indians I consider very beneficial, as it stimulates individual rights and gives them something they can call their own, and induces them to stay at home and take care of their property.
 7. None at all.
 8. It has a very beneficial effect upon the Indian, as he recognizes the fact that stock is equivalent to money and meat, and as the climatic conditions are not conducive to agriculture; on the other hand the country is exclusively a stock country.
 9. None at all, as the allotment of land to Indians has just been completed.
 10. There is a record of all marriages, births, and deaths kept in the agency office.
 11. By marked stakes and mounds, and each allottee is shown his or her allotment personally.
 12. None.
 13. No suggestions or remedies to offer.
- Very respectfully,

B. C. ASH,
United States Indian Agent.

MESCALERO, N. MEX., *January 11, 1900.*

MR. MERRILL E. GATES,
Secretary Board Indian Commissioners, Washington, D. C.

SIR: In further reply to your letter dated November 15, 1899, as requested in your second letter dated December 14, 1899, I have the honor to make the following reply:

1. The Mescalero Apache Indian Reservation has not been regularly surveyed and allotted to these Indians by the Department, but the Indian agent has caused each

Indian, the head of a family, to take up a piece of land, to fence it, to build a house on it, and to make other improvements on it and to cultivate it. This piece of land is called by himself and his family their home or ranch, and he is as zealous of his rights in the place as a white person would be under the same circumstances. The policy pursued here, of forcing each family to have a farm and live on it, has had the effect of taking the support of these Indians off the hands of Government and causing them to become self-sustaining. The entire ration, food and clothing, was cut off last July (1899), except to a few very old Indians who are not able to earn a living.

The allotment policy (if you can call it such) as carried out here has been of incalculable benefit to these Indians in every way. They remain at home, till their farms, tend their flocks of sheep and goats, are sober, industrious, and contented. To bring about this condition took force.

In my opinion there are no evils connected with this policy on this reservation. But to survey this land, allot it, and throw open the reservation to the public would be to rob these Indians of everything they have and destroy all the civilization that has taken years of patient toil to accomplish.

For the Indians to come in contact with the majority of the people who would settle here or who are now located on the border of this reservation would be only to degrade them and make worthless drunken beggars of the whole tribe. These Indians are a lot of children, and the only thing that keeps them on the road toward civilization is the strong arm of the Government; all the other influences surrounding them tend in the other direction.

2. There is a list of the heads of families who have ranches kept in the office of the agent.

3. The physician keeps a register of all births and deaths among these Indians, but no register of marriages is kept.

4. Individual allotments are marked by a wire fence; an Indian owns only what he has fenced.

5. It would be more convenient for us, both agent and Indians, if the land was surveyed, but with our present records we manage to keep straight, but it would be better for our successor if some more permanent and uniform way was adopted.

6. These Indians adopted white people's mode of naming children in 1896, being forced to by the agent, thus—Piganza (father), Mrs. Piganza (wife), Herbert Piganza (son), Merial Piganza (daughter).

Very respectfully,

WALLER MCM. LUTTRELL,
Superintendent and Special District Agent.

MISSION AGENCY,
San Jacinto, Cal., January 15, 1900.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: I wish to acknowledge the receipt of your circular letter dated November 2, received here November 15, 1899.

This letter of inquiry contains a list of questions concerning allotments of land, registration of allottees, marriages, births, deaths, etc. I have the honor to reply as follows:

1. Office records show that 361 allotments have been made to Indians of this agency. Six small reservations have been divided as follows: Rincon, 51; Potrero, 156; Pala, 15; Pechanga, 85; Sycuan, 17; Capitan Grande, 37. Of these six reservations, the Potrero, also known as La Jolla, is the only settlement that has any special value as agricultural land. The Indians here raise very good crops, have plenty of timber, and water in near-by mountain canyons. I can not understand why the other five reservations were allotted, as they contain but few "patches" of good land. The allotments range from 10 to 20 acres.

2. Patents have been issued for Pala, Pechanga, and Sycuan. Prior to my incumbency of the office, the patents to Pala and Sycuan were delivered. I have undertaken to deliver the 85 patents to the Pechanga people, and still have 20 patents undelivered. The chief reason for this nondelivery is that many of the allottees, finding it impossible to make a living on the land, have abandoned their places and scattered to other points seeking a livelihood.

3. Perhaps four-fifths of the allottees live on their lands; all of these, however, do not farm the land. Where the soil is good and tillable and fair returns expected, the Indians occupy their lands and value them.

5. Our allotments are too small to make individual leases of any consequence. There have been some leases of tribal lands rented for the purpose of grazing sheep and cattle. This has not been extensive, but the proceeds, amounting to a few hundred dollars, have been of great and timely benefit to the Indians. Portions of Tule River, Santa Ysabel, Mesa Grande, Cahuilla, and Morongo were rented and the proceeds distributed among the Indians.

6. Speaking generally of the allotment policy, I think under certain favorable conditions the policy is a good one; it gives an Indian a personal interest in establishing a home, and surely this would be an incentive to work. As to favorable conditions for allotment, I would say a large body of good productive land given in severalty to the Indians, under the immediate and personal supervision of a good faithful farmer who will make the Indians work, would prove the best plan to secure ultimately the desired results of civilization and self-support. I would then allow no leases only in extreme cases, but require allottees to work the land themselves.

7. From this standpoint this is a most difficult question to answer. I must remind you that this agency embraces many small reservations scattered over southern California. Peculiar climatic conditions exist here, "water is king," and without irrigation agriculture is almost a failure; repeated failures are most discouraging to an Indian. In early days the Indians sought isolated points near mountain springs and small streams for their homes and allowed their stock to range on the level valleys below. When the land was reserved, the unfortunate mistake was made of selecting land where the Indians lived instead of good lands.

8. The stock industry is not engaged in to any extent at this agency. In my opinion, stock raising alone would lead to idleness with all its evil effects.

9. I have on file a list of persons who have received patents from me.

10. There is no register kept to my knowledge. To keep a register of this kind would be somewhat difficult here, but would surely be of great value in future years. I would suggest that the physician would be the proper person to keep such a register, and could do so very well by a little systematic effort.

11. Boundaries are poorly defined and the lines will eventually have to be resurveyed.

12. Yes; and I can see very serious trouble in store for whoever shall have in charge the final adjustment of the Indian land cases.

13. Insist upon maintaining family names; where one person has two or more names, keep strict record of all. Enforce legal marriages, and have them carefully registered. Prohibit illicit marriages in future; but I think those that already exist should be carefully noted, and perhaps parties should be urged to legalize their union. Record carefully all births and deaths. Attention to such details would, I am sure, be of great importance to the Indians in their future, and certainly a great aid to the Department.

Very recently the Yuma Reservation was dissevered from this agency, and the management of this important reservation placed in the hands of the superintendent of the Yuma training school. I trust I will not be considered out of place in making some suggestions concerning these people and their lands.

There are in this reservation some 76 sections of land lying along the Colorado River. Until recent years this land was considered a desert waste; now, however, the land is known to be excellent, very productive, and valuable. I venture to say that not 30 acres of this vast tract are under cultivation by the Indians, and their farming is of the most primitive nature. When the water recedes after a winter's freshet, the Indians plant their little patches, and this is the extent of their farming. There are approximately 700 Indians at Yuma. A great many find employment in Yuma; others cut and sell mesquite wood from the reservation; in this manner they get a scanty living. It has always seemed to me that four-fifths of these people are constantly idle. Here then, in my opinion, is an ideal spot to fully test the allotment policy. Put in a good system of irrigation, and bring a portion of this splendid tract under cultivation and I am sure the Yumas will prove to be a contented, industrious, and independent people.

Very respectfully,

L. A. WRIGHT,
United States Indian Agent.

NAVAJO AGENCY,
Fort Defiance, Ariz., December 16, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: Yours of November 2 received, in which you say:
"In April, 1898, the secretary of this board addressed to Indian agents a circular of inquiry as to the progress (and the effects where completed) of allotments of lands

in severalty to Indians. The replies received have been of material use to the commissioners, and through our board to the public in promoting an intelligent interest in the progress of Indians toward entire self-support and active citizenship. Certain of these replies from agents called special attention to a matter to which we have given serious consideration, viz, the need of *systematic and permanent registration of the names and allotments* of all Indians whose land is allotted in severalty, and of a continuous and permanent register of marriages, births, and deaths among Indians to whom land has been allotted. The need of such a register to prevent great confusion and uncertainty as to titles, is obvious."

In compliance with the above, I have the honor to state that as to the Navajo Indians on this reservation, there are no allotments made, and from the natural make-up of the country, it being at least three-fifths mountains, it would be impossible to allot lands and get any great number of the tribe located on permanent homes with sufficient lands to subsist them. While there are a few that are located and stay permanently in one place, at least seven-tenths of them are roving about the country, changing their herds from one locality to another, their main support and subsistence in this country being the raising of sheep and goats. A limited number raise cattle also, the grass being so short and the soil so near nonproductive that it would be an impossibility with the number of Indians that belong to this tribe to locate them on permanent homes on lands on this reservation. The nonproductiveness is caused by lack of moisture. We have scarcely any rain during the year except in July and August, which comes too late to start up the crops and mature them. The seasons are very short here owing to the high altitude, being some 7,000 feet. Frosts continue late in the spring and come early in the fall. We have a few irrigation ditches that cover, at the most, probably from 500 to 800 acres; in one locality under those ditches the Indians are cultivating and raising some corn and wheat, squash and melons; but few attempt to raise potatoes or other garden vegetables. Still they are extremely fond of potatoes, onions, cabbage, and beans. There are no lands leased on this reservation; there is not much over one-half enough grass to supply the stock on the reservation; many drive their stock off into New Mexico or Arizona and herd them through the winter.

It is hard to answer the question as to whether the stock raising is favorable to their civilization or not, for the reason that these people have never tried on any other line of business, and the general conditions are such that they never can make a living in any other way on this reservation. Of course, under improved and extended water system, they can to some extent change their mode of living, but the country in general is not and never will be anything but a grazing country and a very poor one at that. As to a permanent record of births and deaths being kept, there is none, but I am trying to keep a record of the deaths so far as possible, but to keep a correct record would be an impossibility as we probably do not hear of one death in twenty. We keep a record of all school children who die, as far as possible, during vacation. When they are at home a great distance we possibly do not hear of all deaths, but to keep a record of the births, deaths, and marriages and divorces, it is or would be an impossibility, as there are no regular marital obligations existing among them, neither any form of divorce. I am using my best efforts to get these people to understand that there should be and is an obligation connected with their marriage that should be observed, and trying to show them the wrong of selling their girls for wives, not permitting them to choose husbands for themselves. Will be pleased to answer any questions so far as as I am able at any time, and would be pleased to have any suggestions placed before me that might tend to the betterment of these people.

Very respectfully,

G. W. HAYZLETT,
United States Indian Agent.

NEAH BAY, WASH., December 20, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: In reply to yours of 8th instant would say we have no allotments of land on this reservation.

Very respectfully,

SAMUEL G. MORSE,
United States Indian Agent.

NEVADA AGENCY NEV.,
Wadsworth, Nev., December 16, 1899.

Mr. MERRILL E. GATES,
Secretary of the Board of Indian Commissioners, Washington, D. C.

SIR: I am in receipt of your letter of the 8th instant calling my attention to your circular letter of November 2, asking for certain information relative to the allotment of lands in severalty made to these Indians, etc. In reply I will state that as no lands have as yet been allotted to these Indians in severalty your inquiries are not applicable to the condition of affairs here.

We are at present engaged in reorganizing and enlarging the irrigating system at this agency, which, when finished, will bring about 3,000 more acres of land under cultivation. When this improvement is completed I see no reason why the lands at this agency should not be allotted to these Indians.

In my annual report for last year I referred to this subject as follows:

"In June I submitted to your office (Indian) detailed plans and specifications for proposed improvement of the irrigating ditches at this agency at a cost of \$20,000. If my suggestions and recommendations meet your approval and I am provided with the means to carry them out, not less than 3,000 acres of additional (about 3,800 in all) farming land can be brought under cultivation. I presage these Indians will be self-supporting after these lands have been cultivated for a few years. * * *

"When these lands are watered there is nothing to prevent the allotments being made to them in severalty, as they are virtually self-supporting now."

Regretting that I am unable to give you any more detailed information, and trusting you will pardon me for not giving your letter more prompt consideration, I remain, yours,

Very respectfully,

FRED B. SPRIGGS,
United States Indian Agent.

NEW YORK AGENCY,
Salamanca, N. Y., November 20, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners.

DEAR SIR: Your letter of the 2d instant was duly received and contents noted. I have been busy with annuity rolls and other matters, hence the delay in reply. In answer to your inquiries I would say:

No allotments of land have been made to Indians in this agency and no Indians are living on allotted lands. Hence I can make no reply to questions 1, 2, and 3.

4. On the Allegany Reservation not more than one-half the land is under cultivation.

On the Cattaraugus Reservation probably two-thirds of the land is under cultivation.

On the Tuscarora Reservation pretty much all the land is under cultivation or in pasturage. The Tuscaroras are good farmers.

On the Tonawanda Reservation about one-half the land is under cultivation; a considerable part under leases to whites, authorized by a State law.

On the Onondaga Reservation pretty much all the arable land is under cultivation; most of it by whites, under leases authorized by State law.

Not more than one-half of the land on the St. Regis Reservation is under cultivation.

5. Lands are leased on the Tonawanda and Onondaga reservations for farming purposes under State laws. I judge that the results are satisfactory to the Indians.

6. I am not able to speak of other benefits or evils of the allotment system, having had no experience with allotments.

7. I think 160 acres of land on any of the reservations of this agency would support the family of an Indian if he was industrious. The reservations are universally fertile tracts.

8. I have no means of forming an opinion on the question under this head.

9. There have been no allotments in this agency and no provision made for a register.

10. No registration is kept of the marriages, for same reason as above.

Can express no opinion on Nos. 11, 12, and 13, for reasons above given.

The reservations of this agency are widely scattered, and it is difficult to have a close knowledge of matters upon those at a distance. Ordinarily I visit those reservations but once or twice a year.

Very respectfully, yours,

A. W. FERRIN,
United States Indian Agent.

NEZ PERCES AGENCY,
Spalding, Idaho, November 20, 1899.

The BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

SIRS: Herewith I have the honor to transmit my replies to your questions directed to this agency on November 2, 1899. Having only served at this agency four and a half months, opinions from myself might be considered possibly premature. I will state in this connection I have resided by and mingled with this tribe for the past twenty-two years.

1. 1997; there have been about 100 canceled for various reasons, duplicate allotments, Indians allotted on other reservations, etc.

3. Very few Indians are living off of their or their relatives' allotted lands, possibly 200.

4. Nearly every head of a family cultivates more or less land, mostly hay raised for their horses and cattle. The most grain raised this season by a full-blood Indian, was 8,700 bushels, 8,000 bushels of which was wheat.

5. The Indians have now leased for agricultural purposes, which leases are approved or in course of approval, about 15,767 acres of tillable land. During my term of incumbency I have discovered that about 4,000 acres have been tilled without approved leases, which practice I shall entirely eradicate. There are at present forty-four business leases approved and in course of approval by this office, producing a monthly revenue of \$286.50; there are about twelve temporary or weekly rentals paid direct to the Indians without supervision of this office. The agricultural leases are for the purposes of raising wheat, flax, oats, and barley, and produce a revenue of about \$26,000 in cash per annum to the allottee. No tribal lands whatever are rented.

6. I have no comments to make upon the allotment policy except to say that it meets my approval as applied to this reservation.

7. Of the allotted lands there are not to exceed ten allotments of 80 acres that would not support a family of four.

8. Cattle raising is profitable but not popular on account of the white cattle thieves. There is one small tract of tribal land that could be profitably leased for grazing purposes. Nearly all of the Indian allotments are more valuable for agriculture.

9,10. We have a large book with the name of the allottee who is the head of a family at the head of a page, with his wife and their children, the number of their allotment and description, and the wife and husband's father and mother, uncles and aunts, which was made out at the time of the allotment. Then we have a register of each head of a family, and the wife and children, which record we keep up to date as close as possible, registering only births and deaths. We make memorandum of marriages whenever we are notified, but do not take especial pains to keep pace with the marriages.

11. A great many are already fenced, and nearly all of the corners are marked with stakes or stones duly marked and recorded.

12. I have noted evils of a serious nature in connection with the absence of proper records of relationship and heirs apparent. The establishment of heirships is a very difficult one, and as there is about 560 estates already on this reservation, there is no telling how many there will be at the expiration of twenty years more.

13. To keep a comprehensive record of heirships would be no small task, and in the establishment of the heirship on one estate, I have had negative and affirmative affidavits galore, and when the relationship gets as far distant as grand nephew or second cousin or a nephew by marriage, the Indians become lost in relationship; and the multiplicity of marriages makes it still more difficult. There are but two remedies that have offered any solution of this matter to me so far. The first to my mind is a relief by an act of Congress, providing for the sale of an allotment and distribution of the estate within a year after the death of an allottee. The other would possibly prove valuable upon this reservation only, as nearly every estate where there is a question of heirship is lying idle and could be leased and is not, on account of the heirs failing to agree upon a division of rents and administrators not being permitted to lease them. If administrators were permitted to lease estates, the heirs would come forward to this agency and establish their rights, and a record be made of it. If the agent's interpretation of the law was not satisfactory, an appeal to the probate court could be made without cost. It is only necessary to have administrators appointed upon Indian estates where the heirs can not agree or there is a question of heirship; and there is not to-day a lease upon the 560 estates upon this reservation where three heirs have consented thereto; outside of a few cases where the father and mother have joined to lease a deceased child's allotment there is not a lease executed where there were two heirs. The record of and establishing of heirship is a vexatious problem, and at the expiration of the trust period, unless

some remedy is provided, will result in one of the most exasperating conditions of affairs at this agency.

Very respectfully,

C. T. STRANAHAN,
United States Indian Agent.

OMAHA AND WINNEBAGO AGENCY,
Winnebago, Nebr., November 20, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: In reply to your communication of November 2, I inclose herewith, so far as possible, answers to the questions given.

Very respectfully,

CHARLES P. MATHEWSON,
United States Indian Agent.

1. Winnebagoes, 961; Omahas, 954.

I would also say that special allotting agent John K. Rankin is now, and has been for the past six months, engaged in completing the allotments for these Indians. When his work is finished, all of the Winnebago lands will be allotted and but a small per cent of the Omahas will remain, and that mostly rough, timbered lands.

2. Winnebagoes, 961; Omahas, 954.

3. Winnebagoes, 175 families; Omahas, 285.

This, however, may give a false idea of the actual conditions, especially as to the Winnebagoes, as most families have their allotments divided, the larger proportion being of the fine prairie lands and 40 acres in rough, timbered section. The Winnebagoes are largely living on their 40-acre tracts, little of which is susceptible of cultivation.

4. The Omahas are cultivating quite a proportion of their land. The exact amount I am unable to give, but the amount is increased each year, and the prospects that they will make a prosperous agricultural people are bright.

The Winnebagoes are not doing as well. The land actually cultivated by them is increased year by year, but only to a limited extent. It is going to take time and patient work to induce the Winnebagoes to depend upon their own efforts to make their support off of their allotments.

5. The larger proportion of both Omaha and Winnebago reservations are under lease, and this must, of necessity, be the case, or let the land remain idle. Few, if any, are able to cultivate all of their allotted land. Many have inherited lands, in addition to their own allotment, which, with the women and children who are unable to cultivate any portion of their allotment, renders the amount properly subject to lease very large.

The quality of the land of the major portion of this reservation is the very best, and, as a consequence, it is leased for very good prices. The average for cultivated lands must, I think, exceed \$1 per acre. As a consequence, the income derived from this source is very large. The Indians are thoroughly alive to the value of their lands and obtain the best prices for their leases; and, under the present system of all rents being paid to the agent and disbursed by him, they derive the full benefit.

6. I have no question but the allotment policy is the best way of handling their lands. Even when they do not cultivate them, it is brought home to them by the income received, the desirability of being land owners, and, in time, they will cultivate more of the lands themselves.

7. Practically all of the reservation is good agricultural land. The major portion is the very best, and any industrious family can make a good support on 80 acres. Few, if any, can cultivate more than this amount, and for by far the larger portion 40 acres is enough, and a good living can be made for the average family on this amount of cultivated land.

8. Cattle raising and feeding is very profitable here, but the Indians have not the required capital to go into it. The very few who have are doing well.

9. No especial provision is made for a permanent register of allotments, except the tract book, which gives the name of the allottee, description of the land, etc.

10. The census which is made each year, and to which is added from time to time a record of births and deaths, as they occur. The marriages are only taken up when an annuity payment is made and the woman married transferred to the family of her husband. As to the Omahas, this record is fairly satisfactory, as the marriage relations are respected; but with the Winnebagoes the condition in this respect is very bad. The marriage relations are not respected, so that the tracing of the descent of property is even now very difficult, and will become more so as time passes. Some

plan should be devised of remedying this evil. Just what it should be I am at a loss to say.

11. By the usual Government mounds and stakes; and the present allotment being made, reestablishes most on the reservation.

12. To some extent this is answered by the answer to No. 10.

13. As I have stated in answer to question No. 10, some permanent record should be kept, so that the descent of property can be traced. Just how this record should be made I am not at this time ready to recommend. I will give it consideration, and later, if you wish, will submit a detailed plan.

OSAGE AGENCY, *Pawhuska, Okla., November 18, 1899.*

BOARD OF INDIAN COMMISSIONERS,

No. 1429 New York Avenue, Washington, D. C.

GENTLEMEN: Acknowledging the receipt of your letter of the 2a instant in relation to the allotment of Indian lands and the necessity of keeping a continuous and permanent register of marriages, births, and deaths among allotted Indians, etc., I have the honor to respectfully submit that as no part of either the Osage or the Kaw reservations, under the Osage Agency, have as yet been allotted, and there being no immediate prospect of their being allotted, the greater number of the questions contained in your communication do not admit of answer.

However, I will say, in a general way, for your information (if you care to hear anything about an Indian reservation where the land is held in common), that the Osage reservation consists of about 1,500,000 acres, and the Kaw reservation of 100,000 acres, in the northeast corner of Oklahoma, bounded on the west and south by the Arkansas River. The Osage tribe numbers about 1,800, the Kaw tribe 212. The Osage Indians receive \$50 annuity money per capita per quarter, and so long as this money, or enough to support them in idleness, is paid them they will make little, if any, progress toward civilization and self-support, although as the younger generations grow up, being educated at industrial schools, some improvement is made, and the future prospects of the Indian grow brighter, by slow degrees.

Most of the Indians have at least one farm, and some of the more intelligent mixed bloods and avaricious intermarried white men have from four to ten farms which they rent or lease to white men, without the sanction of the agent, with the result that the greater portion of the best farming land on the reservation is monopolized by a few grasping individuals, while their less enterprising brethren gravitate to the rear.

Probably about one-fourth of the reservation is good farming land, on which an industrious Osage Indian (if there were any) could easily support himself and family on 160 acres. By far the greater portion of the reservation is used and is fit only for grazing purposes, and cattle grazing is the principal occupation. The Indians themselves have some stock, mostly horses, but they do not follow the industry to any great extent.

I do not know as the grazing industry has any particular effect upon the civilization of the Indians, though the Indians are probably not brought into contact with civilizing influences in a wild country to the degree that they would be if the country was more fertile and other industries predominated. But the land, being fit only for grazing, would probably not be cut up into farms in any event. The grazing lands are leased directly by the Department at Washington to individuals for the benefit of the Indians.

The Kaw Indians receive but little annuity money, and are poor and more industrious than the Osages.

One most important step at least should be forced upon them, that a permanent record entry should be permanently kept of their different farms or land claims—their marriages, births, and deaths being permanently preserved on the annuity pay rolls—and they should be prevented by law from claiming or using more than a pro rata share of the reservation.

Very respectfully,

WM. J. POLLOCK,
United States Indian Agent.

PIMA AGENCY,
Sacaton, Ariz., December 12, 1899.

MERRILL E. GATES,
Secretary Board Indian Commissioners, Washington, D. C.

DEAR SIR: Complying with your request of the 11th ultimo, I have the honor to hand you herewith reply of J. M. Berger to the several questions relative to the allotments of land in severalty to the Indians on the San Xavier Reservation, which is under my charge. On the Gila River Reservation, on which this agency is located, there never have been any allotments made. No lands allotted on Salt River Reservation. On Gila Bend Reservation there was allotted in 1897 about 6,000 acres; about forty families cultivated portions of the land. They are the nomadic Papagoes. There being a scarcity of water for irrigation, but little advancement has been made, the Indians going to the mountain valleys to grow some crops during the rainy season.

There is no record in this office, except a map showing the land allotted.

To the sixth question I fully concur in the reply of Mr. Berger.

7. If water could be supplied for irrigation, one-third of this reservation would enable an industrious Indian to support a family of 10 on 40 acres.

8. Cattle raising the most profitable industry for the Indians, which could be successfully done on alfalfa, with irrigation, and would have the desired effect in civilizing and making them self-supporting. I would not allot grazing land.

9, 10, 11, 12, and 13. The remaining queries I refer you to replies of J. M. Berger, which I indorse. The value of land in this county is contingent on the water supply. As the water is cut off far above us, but little can be said of its use to the Indians until the supply is restored by impounding the surplus flood waters, which we hope the present Congress will accept and act.

Very respectfully,

ELWOOD HADLEY,
United States Indian Agent.

PIMA AGENCY,
San Xavier Reservation, Ariz., December 8, 1899.

HON. ELWOOD HADLEY,
United States Indian Agent, Sacaton, Ariz.

SIR: In compliance with your request, I have the honor to submit herewith the information asked for in the letter of the honorable Board of Indian Commissioners, dated November 11, 1899, referring to allotting land in severalty to the Indians at the San Xavier Reservation under my charge.

1. In 1890 two hundred and ninety-one allotments were made to Papago Indians then living at the San Xavier Reservation, each head of a family receiving 20 acres of farming land and 120 acres of timber and grazing land.

2. Two hundred and ninety-one patents for the above allotments were issued in 1891.

3. About fifty families are living on their farming land. As about one-half of the farming and timber land is overflowed every year in the rainy season, it would be dangerous to live on lands so exposed permanently, and therefore many of the Indians reside there only temporarily. All, without exception, have inclination to live on their land.

4. Fully three-fourths of the allotted farming land is under cultivation, and every year the cultivated area is increasing; even timber land upon which water for irrigation can be brought has been cleared and is now farmed. Many of the Indians keep their farms in first-class condition since the Government has furnished the most necessary farming implements.

5. No land has been leased, as yet, with the exception of a few small parcels among the Indians themselves. I would not recommend the leasing of land to others than Indians.

6. In my opinion nothing could have been done which would have been more beneficial to the Indians under my charge than allotting land in severalty to them. It will hasten their progress toward civilization and a self-supporting condition. The number of Indians opposed to allotment has been decreased continuously, and to-day nearly every allottee fully appreciates the privilege of having a piece of land which he positively knows belongs to him and his heirs. It gives the Indians a greater inclination toward farming, and especially toward a more careful clearance and cultivation of their land than they had before the allotment was made.

7. All the land at the San Xavier Reservation, upon which an industrious Indian could support himself and family, was allotted in 1890, the unallotted land, about

25,000 acres, being mesa land, which can not under any circumstances be brought under cultivation.

8. Cattle raising is a secondary occupation of the Indians here, and it has therefore little or no effect upon the civilization and self-support of them.

9. I have a register with the names of the original allottees, each one having his number. I also have a provisional map of the allotted part of the reservation, made in 1890, when the allotment was made, showing each parcel or lot, with the number which the owner thereof has in the register.

The certificates of selection and the patents issued are all numbered in accordance with the register.

10. No such record is kept.

11. Boundaries of individual allotments of farming land are marked by posts or fences, and often also by ditches; timber and mesa land by posts or marked trees.

In 1889, when the reservation was surveyed and laid out in 40-acre lots, a very poor quality of corner posts had been used and, as very little care had been taken to set them in a substantial manner in the ground, to-day most of these posts can not be found, but notwithstanding this fact, by the use of my map I have, as a rule, no trouble to relocate corners without much surveying.

12. Up to the present time I have not noticed any evils from the lack of registration of marriages, births, and deaths, but the absence of any evil in this respect is probably due to the fact that I have personally known all the allottees and their families for over ten years. To any other person, who has not had the same opportunity to become acquainted with the Indians as I have, a properly kept record would be a great help.

13. The patent given to each allottee provides that in case of his decease the allotment shall be conveyed by the Government to his heirs in fee, according to the laws of the Territory, etc.

The allotments at San Xavier Reservation were made in 1890, and the absolute conveyances from the Government will therefore not be made until the year 1915.

By that time many of the original allottees, and in all probability many of their heirs, will doubtless be dead. In fact, upward of thirteen of the original allottees, heads of families, have already passed away.

It is easy to see that many complications will arise by the year 1915, and will at that time be very difficult to deal with.

It is hard for me to make a suggestion for a remedy for what I may call this evil, as it is more a matter for a legal mind to deal with; but I would respectfully point out the necessity of at once establishing in a proper and legal manner the name and identity of the heir or heirs of any original allottee who has already died, and to do the same thing immediately upon the death of any allottee in the future.

If this be at once done the Government will have no difficulty when the proper time arrives in conveying an allotment to the rightful party.

Very respectfully,

J. M. BERGER,
Farmer in Charge.

PINE RIDGE AGENCY, *November 17, 1899.*

The SECRETARY BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

SIR: In reply to your letter of the 11th instant on the subject of allotments of land in severalty to Indians, and asking several questions in connection therewith, I beg to say that no allotments have been made on this reservation and none are in contemplation in the immediate future.

For some time records have been kept of all marriages, chiefly with a view to determining questions of inheritance that may hereafter arise.

The land of the reservation is suited only to cattle raising.

Very respectfully

W. H. CLAPP,
Lieutenant-Colonel, U. S. A., Acting Indian Agent.

PONCA, ETC., AGENCY,
Whiteagle, Okla., December 20, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: I have received your letter of November 11, 1899, asking for certain information relative to allotment of land to Indians, residence upon such allotments, leasing of allotments, registry of births, deaths, marriages, etc.

In reply I beg to state that my answers to your questions will be complete and to the point. I will endeavor to present the situation to you as it really exists. While I have been in the service only a year and a half, yet my opportunity for observation has been good. There are four tribes under this agency. The Pawnees, numbering 664, and the Tonkawas, numbering 56, have been allotted since 1892. The surplus land on their reservations remaining after all allotments were made was sold by the Indians to the Government, and this land was opened to settlement with the Cherokee outlet in the fall of 1893.

The Poncas, numbering 567, have been allotted, the work being completed December 31, 1894. Their reservation though, remains intact to the present time, the Indians having refused to sell their surplus land.

The Otoes have been practically without any allotments until the 30th of April last, when the allotting agent completed the work and forwarded the schedules to the Indian Office. Allotments were made to these Indians and completed December 31, 1894, but were never approved by the Department.

Your questions, with my answers, follow.

1. To the Poncas, 628; to the Pawnees, 823; to the Otoes, 440; to the Tonkawas, 73, Total, 1,964.

2. To the Poncas, 628; to the Pawnees, 823; to the Tonkawas, 73; making a total of 1,524. As noted above, allotments to Otoes have not been approved.

3. Poncas, 94 families; Pawnees, 104 families; Otoes, 58 families; Tonkawas, 10 families. Total, 266 families.

4. For the fiscal year ending June 30, 1899, the Poncas cultivated 1,050 acres, the Pawnees cultivated 1,424 acres, the Otoes cultivated 1,800 acres, the Tonkawas cultivated 40 acres. Total, 4,314 acres. The most of that cultivated by the Otoes was done by the use of hired white labor.

5. The Poncas, Pawnees, and Tonkawas have about 90,000 acres of their individual allotments leased (and more land is constantly being leased) for farming and grazing purposes, ranging in price from 20 cents to \$1.50 an acre a year. The results of this leasing are just as bad as they can be. In my opinion, the leasing of Indian allotments is the master stroke of mismanagement in Indian affairs. Not an acre of allotted lands should have ever been leased. The Indian is not much inclined to labor at any time, and when he can get enough money to enable him to eke out an existence by renting his own allotment or the allotments of his wife and minor children, he absolutely refuses to work at all. He gets lazy, he gets shiftless, he gets drunk, he gets utterly worthless; but he gets his lease money. Before he leased his land he had to work to some extent, but now he has nothing to do but draw his money, and even this I fear is becoming burdensome to some. Everyone knows the results of idleness. Those who know the Poncas, Pawnees, and Tonkawas best make the unqualified assertion that as tribes they are in a worse condition to-day than they were six years ago, and from what I know of them I am forced to admit this is true. This state of affairs is not due to any mismanagement in the field, but is caused by the leasing of allotted lands, which is putting large sums of money into the hands of the Indians, and by the ease with which they obtain intoxicants in the towns on the borders of the reservations. The Government made a serious mistake when it permitted the leasing of Indian allotments. The pernicious effects of leasing are shown also on the returned students. In many instances, when they come home, they find that their allotments have been leased by their parents or guardians for several years. They are now old enough to receive and receipt for their own money; and as they have neither horses nor implements nor means with which to work, they are easily induced by the white men who have heretofore leased their allotments to continue leasing them, which leasing can easily be done under the present regulations. Thus the Indian youth, upon whom the Government has expended hundreds of dollars in trying to educate and fit for a self-supporting life, becomes a wandering vagabond, and falls an easy victim to the temptations which surround every Indian reservation.

6. The allotment of lands is undoubtedly a good thing. It gives the Indian a permanent abiding place and develops the idea of individual ownership. It should have been inaugurated twenty-five years ago. I see no evils in this policy.

7. Every family at this agency has sufficient land upon which can be raised not only the necessities of life, but, as a rule, large crops of grain, which may be sold at a fair profit. If the head of every family was only industrious, he, with the assistance of the larger boys thereof, could not only support his family on the land allotted to them, but could accumulate considerable means. But there is not such an Indian at this agency after four years of the present leasing policy. There are some here who, I believe, could do this, but there are none who will.

8. These Indians are not cattle raisers nor sheep raisers. Cattle can be raised here

at an immense profit, and also hogs; but these Indians will not do this kind of work. Why I do not know, unless it is simply too much work. The Poncas now own 7 head of cattle and 4 head of hogs; the Pawnees own 97 head of cattle and 200 head of hogs; the Otoes 50 head of cattle and 100 head of hogs, and the Tonkawas 12 head of hogs. Thus it will be seen that all of the Indians of this agency own no more stock than should be possessed by any one progressive family. Both cattle and hogs have been issued to these Indians, but the only purpose thus served was to provide better and more sumptuous feasts.

9. We have a copy of the allotment schedule, which will last a good many years. We also have a tract book of the reservation, in which can be entered the names of each Indian opposite the description of the land allotted to him. This has not yet been done.

10. A very accurate register of births and deaths is kept at this agency by the clerks and interpreters. Births and deaths are reported by the interpreters, Indian police, and other Indians, at the time they occur. This register is corrected with the Poncas twice a year, and with the other three tribes three times a year. The only record of marriages is found on the annuity rolls and census rolls. The Poncas and Otoes marry and divorce themselves in accordance with Indian customs. The Pawnees and Tonkawas, being full-fledged citizens, have to conform to some extent to the laws of the Territory. This indiscriminate marrying and divorcing will surely cause trouble some years hence in settling Indian estates.

11. A good many allotments are fenced by Indians. In any event, all conform to the Government survey, and most corner stones are in place. If stones are gone, corners and lines can readily be located by the agency farmer.

12. I have but very little trouble on this account. The records here are in good condition.

13. The first evil I have noted was relative to the leasing of allotments. I would remedy this by an absolute and immediate prohibition of the leasing of any part of any allotment, and where the reservation still exists I would not allow the leasing of an acre of tribal land. The Indians should be compelled to live upon their allotments and support themselves by cultivating their land and raising stock. They can do this, but they certainly will not unless compelled to. This leasing of allotments is dangerous in the extreme, as it means industrial and moral death to the Indian. If the Government has the welfare of the Indian at heart, not a foot of an allotment should be leased, and where reservations still exist I would not allow a white man to come on to them until the Government has properly prepared the Indians for citizenship with all of its privileges and duties.

There should be some way of looking after returned students. As a rule the young men come back from school without a penny. They should not be allowed to lease; but under present regulations they may lease every foot of their land, and they do so. I would suggest that an agent be given a quantity of agricultural implements, wagons, harness, fence wire, lumber, cattle, etc., so that young men could be located upon their allotments as soon as they return home and put to work for themselves. There should be a competent and adequate force of farmers to enable a personal and constant oversight of such young men, to the end that they progress in farming and stock raising, and that they do not retrograde, as is the case with the large majority, to a condition worse than that of the old full-bloods. Such young men would make good and desirable husbands for the returned educated girls, who in turn would make them good wives, keeping the home provided by such young men neat and tidy wherein they would be able to enjoy some of the comforts of our own home life. My observation is that of all Indians, the outlook for the educated is the most hopeless. As a rule, they can play football and baseball well, but unless they can get some nice, easy, clean job when they return to their homes they will not do any work at all. Of course I recognize that there are some exceptions to this rule. The moral backbone imparted to them at school and sustained within them by the constant surveillance of the school employees having lost its support, and there being no depth of character, they fall easy victims to every evil of the community, not only debauching themselves, but are potent factors in assisting in the debauchery of the educated Indian girls.

There are some young Indian women belonging to this agency who will graduate from non-reservation training schools next June. Unless they can secure a Government position in the school service they simple must return to the reservation. They may keep themselves clean and above reproach; I sincerely hope they will. They will be sorely tempted and tried. I have in mind a number of others who are simply prostitutes and who are made so by the educated young men. These young women who are soon to graduate should never be allowed to come back to the reservation as it now is. Government surveillance should follow them after graduation and find homes for them in decent communities. As Indian affairs are managed at present,

educating the Indian girls is simply a species of refined cruelty. Their whole life is made abortive and the money used in educating them is wasted. I tell you, it is awful to think of a girl returning to her people after years of schooling. What does the girl find? Dirt, filth, immorality, and debauchery. Is it any wonder that she retrogrades? The character of the average Indian can not pass unscathed through such a fire.

How would I remedy this? Place the Indians of this agency upon their allotments immediately after their graduation from the schools with a complete outfit for working a farm and keeping a house. Make them work, if necessary; and when they marry make them do it in accordance with the custom of the white man. Make everybody work. "Idleness is the devil's own workshop."

Where reservations still exist, I would allot the land, but keep the reservation intact for purposes of government and in order that the Indians might be better looked after and the sooner prepared for citizenship. From these reservations the white man should be absolutely barred. Indians should not be rushed into citizenship, as has been done with the Pawnees and Tonkawas, almost wholly unprepared for it. Not more than 20 per cent of the males of the Pawnee and Tonkawa tribes are fit for citizenship in the Republic. The remainder are blanket Indians who can not speak or understand the English language. The reservation lines should be retained until the Indians are ready to be good citizens. The opening of reservations to settlement and the abandoning of agencies ought not to be considered for these Indians for many years. It brought ruin to the Pawnees. It would work the same way on the Poncas and Otoes.

It is my opinion, though, that some provision ought to be made by act of Congress permitting the Indian Department and Secretary of the Interior to allow such Indians as have arrived at the proper stage of intelligence to be cut off from any guardianship by the Government. There are a number of Indians under my charge who are as well able to attend to their own business as the ordinary white man. They ought to be given their share of the plunder due them under the treaties with their tribe and thereupon given to understand that no further assistance will be rendered them. I believe that if this course could be pursued all of the Indians, at this agency at least, could be emancipated by the time they become absolute owners of their land, and I am pretty certain that such an Indian, having the same rights as a white man, and who is forced to attend to his own business, and does it, will be a good example to those remaining under Government control and incite all to reach that state as soon as possible.

Very respectfully,

J. JENSEN,
United States Indian Agent.

POTTAWATOMIE AND GREAT NEMAHIA AGENCY,
Nadeau, Kans., January 15, 1900.

MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: Replying to your favor of November 11, beg to make answer to your questions as follows:

1. One thousand and sixty-six.
2. One thousand and sixty-six trust patents.
3. All are living on their own allotments or the allotment of some other Indian, usually a relative.

4. About 5 per cent of allotted lands is cultivated by the allottee.

5. About 90 per cent of lands are leased for agricultural purposes.

It encourages idleness by furnishing large incomes without personal effort, but under present condition of the tribes seems to be the most advantageous way of treating the allotted lands and prevents in a large measure the reservations from being overrun with the worthless and irresponsible class of white renters, whose association and dealings with the Indians are a source of continual complaint and annoyance to the agent.

6. The condition of the tribes at this agency have not been benefited either morally or physically by the allotment to them of lands.

7. All of the lands of the Indians in this agency, with the possible exception of the Chippewa and Christian Indians in Franklin County, Kans., are embraced in what is known as the corn belt of the United States and comprise the best agricultural lands in Kansas, and any industrious Indian can not only support his family, but provide them with the comforts of life from the proceeds of the cultivation of 160 acres of land.

8. Very few cattle and no sheep are owned by the Indians of this agency. Their lands are too valuable and too well adapted to farming purposes to successfully compete with cheaper grazing land.

9. No provisions further than the original allotment roll and the annuity rolls, which are revised each year.

10. No.

11. By Government survey into subdivisions.

12. Yes.

13. Although it has been but a few years since the Indians of this agency have received their individual allotments, it is a difficult matter to tell who are the proper heirs to much of the inherited lands and who should lease and receive the income, and at the end of the protected period, unless some register, as suggested, is kept, must result in great confusion, litigation, etc.

This might be avoided by having a lease clerk at all agencies where there are allotted lands, a part of whose duties, in connection with leasing allotted lands, should be to keep a record of all marriages, births, and deaths, which should be a part of the official records of the agency.

Respectfully, yours,

W. R. HONNELL,
United States Indian Agent.

PUEBLO AND JICARILLA AGENCY,
Santa Fe, N. Mex., December 29, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

SIRS: Referring to your letter of November 13, 1899, I have the honor to submit the following replies to your questions relative to allotments on the Jicarilla Apache Reservation.

1. Eight hundred and forty-eight allotments have been made to Jicarilla Apache Indians.

2. One hundred and eighty-six patents have been delivered.

3. About one-half the allottees are living on their lands.

4. They are cultivating on an average about 2 acres on each allotment.

5. The Indians who have allotments situated near water lease their unfenced land to sheep owners for a period of from thirty to sixty days in the spring, for lambing purposes. Results are satisfactory.

6. The allotment policy is, in my estimation, a decided detriment to the Indians of the reservation as a tribe. As the supply of water in dry seasons is very limited, it is the case throughout the reservation that from five to twenty families depend upon one spring of water to supply themselves and their stock. This spring is invariably located on allotted land, and is controlled by the allottee; therefore, in dry seasons, when the supply of water appears to be limited, the Indian who owns the spring refuses his neighbors water, and they are compelled to abandon their allotments and crops and go to the mountains, where water can be had for their stock. This fact alone causes a great deal of contention and dissatisfaction among the Indians.

7. It would be impossible for anybody to make a living by farming any 160 acres of land on the reservation.

8. This reservation and the surrounding country is adapted to stockraising exclusively, and the only way that these Indians can be expected to ever become self-supporting in this country is by raising sheep and cattle.

9. No provision is made for a permanent register of allotments and of the names of allottees.

10. No register is kept.

11. Individual allotment boundaries are marked by section corner stones.

12. On account of lack of registration and records, it has been impossible to deliver a large number of the patents. I would recommend that a book suitable for keeping proper record of deaths, births, and marriages, etc., be kept, so that no confusion may arise in future, caused by further changes of name of Indians.

13. I would recommend that part of the timber on the reservation be sold under suitable supervision and the proceeds invested in cattle and sheep, to be loaned to the Indians for breeding purposes, the Indians caring for them to receive the increase and the clip of the sheep.

Very respectfully,

G. S. WALPOLE,
United States Indian Agent.

QUAPAW AGENCY, IND. T.,
Seneca, Mo., December 15, 1899.

The BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: Replying to your communication of November 13 last, requesting certain information in regard to the progress (and the effects where completed) of allotment of lands in severalty to the Indians, I have the honor to submit the following:

1. Allotments have been made to all Indians of this agency who are entitled thereto to the number of 1,316.
2. Certificates of allotment to the number of 852 have been issued to the Wyandot, Seneca, Eastern Shawnee, Ottawa, and Modoc tribes, said certificate providing that at the end of twenty-five years from date thereof the United States will give a patent in fee to said lands. Patents in fee to the number of 464, with a restriction on alienation for a period of twenty-five years from date thereof, have been issued to members of the Quapaw and Peoria and Miami tribes entitled thereto.
3. Two hundred and sixty-nine families.
4. The total number of acres allotted to all the tribes of the agency is 173,385, of which 5,592 acres are cultivated by Indians and 44,404 by white lessees, the balance being pasture or timbered land.
5. As the allottees may lease their lands free from departmental supervision and control, there is no means of determining accurately to what extent their lands are leased. It is safe to say, however, that fully three-fourths of the allotted lands are leased with good results.
6. I can see no evil results of the allotment policy. On the other hand, the benefits derived are many. The Indians are one step farther advanced toward civilization. Allottees take pride in the exclusive ownership of their particular allotments, and the improvements made thereon are more substantial, lasting, and permanent.
7. About 50 per cent.
9. The Commissioner of Indian Affairs has furnished the agency with a "tract book," containing the names of allottees and the description or location of each allotment.
10. A census of the Indians of the agency is taken annually, showing the births, deaths, and marriages in the several tribes.
11. The usual corner stones, witness trees, and blazes made at the time allotments were selected mark the boundaries of individual allotments.

Ans. No.

11. Will you offer suggestions as to remedies for evils which you have noted?

While I am in favor of allotting the lands in severalty, I believe some changes should be made in the law regulating the leasing of these lands by the Indians. In this agency, owing to an act of Congress passed in 1897, giving the Indians power to lease their lands without the approval or supervision of the Government, the Indian, instead of advancing in the pursuits of agriculture, has taken a step backward. A majority of the Indians in this agency who are willing to cultivate a portion of their allotments are prevented from doing so by white men who know the weak points of the red man. These white men will keep after the Indian until he secures a contract from him, usually paying him a cash rental. In the great majority of cases the Indian will sign a lease not knowing the provisions of it, receiving only a small part of what he really should have for his land. The result of the act referred to gives this agency a great many tenants who would not be allowed here if the leasing were under the supervision of the agent.

While I do not believe it absolutely necessary to have the Department approve leases, I do believe it would be a benefit to the Indian if a law were enacted compelling every person making any kind of a contract with an Indian who can not read nor write have the agent examine all such contracts for his approval. If this were done a better class of tenants would occupy the Indian lands of this agency and the Indian in most cases would receive his just dues.

Very respectfully,

EDWARD GOLDBERG,
United States Indian Agent.

ROSEBUD AGENCY, S. DAK., November 17, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: I have yours of the 13th instant, relative to the progress and effects of the allotment of land in severalty, etc., and note the specific inquiries therein.

In replying thereto I will make answer to your several inquiries by corresponding number, as they are applicable to this reserve.

1. The number of allotments made on this reserve up to August of the present year are 2,856.
2. No patents have yet been issued.
3. Nearly all of the allottees live on their land.
4. A few cultivate 2 or 3 acres, but this reserve is composed of grazing lands.
5. No lands are leased.
6. Much might be said on both sides, but I am in favor of allotments.
7. No portion of this reserve would enable a person to support himself on 160 acres.
8. All of this reserve is classed as grazing land and so allotted. Cattle raising is the chief industry of the Rosebud Indians, and is followed with good results and has a good effect on their civilization.
9. A permanent register of all allottees and their allotments is kept in the agent's office.
10. Such a register is kept in the agent's office.
11. Allotment boundaries are marked by stakes.
12. No such evils have been noted.
13. No such evils have been noted.

Trusting this will give your honorable board the information sought, I am,
Very respectfully,

CHAS. E. MCCHESENEY,
United States Indian Agent.

SAC AND FOX AGENCY,
Toledo, Iowa, November 15, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

DEAR SIR: Your favor of November 13, 1899, received. Replying will say that none of the lands comprising this agency are allotted, but belong to the Sac and Fox Indians, resident in Iowa as a whole, and is not, in the true sense, a reservation.

Individual Indians are farming small tracts, ranging from 5 to 30 acres, and each one enjoys the full fruits of his toil.

Under present conditions the allotment of the lands at this agency is utterly impracticable, because of the fact that there are about 400 Indians and only about 3,000 acres of land, much of it being unfit for cultivation.

The title to these lands is vested in the governor of the State of Iowa as trustee, and was purchased at different times with their own money.

Very respectfully,

WM. G. MALIN,
United States Indian Agent.

SAC AND FOX AGENCY,
Toledo, Iowa, November 24, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: Your favor of November 20 is at hand. In reply will say that no such record of marriages, births, and deaths as you speak of has been kept at this agency for several years.

The births and deaths are noted from year to year on the statistical and census reports, but I can find no regular record of the same elsewhere. I don't think any record of marriages (Indian custom) has ever been kept. I propose doing so hereafter, however, if I can obtain the necessary information.

The Indians have farmed individual holdings to the extent of about 800 acres, said holdings ranging from 1 to 30 acres. I estimate that twenty Indians have farmed 20 acres or more, the rest being made up of small patches of 1 or more acres, which are planted to potatoes, sweet corn, beans, etc.

About 700 acres are leased to white men. One farm of 500 acres pays cash rent of \$1,000, and one of 200 acres is rented for a share of the products and nets about \$350 per year. The money thus derived is used to pay taxes and other necessary expenses.

These Indians pay taxes for State, county, bridge, county road, and district road purposes.

About 1,600 acres of the lands belonging to these Indians is well adapted for cultivation, the remainder being river bottom, subject to overflow, and timbered bluffs adjacent thereto. A very large proportion of the river bottom is also timber land. All of this land, however, would be excellent grazing land if cleared of the underbrush with which it abounds.

Very respectfully,

WM. G. MALIN,
United States Indian Agent.

SAC AND FOX AGENCY, OKLA., *December 15, 1899.*

Hon. MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

SIR: I am in receipt of your communication dated November 13, 1899, asking for information relative to allotments in severalty and progress of Indians under this agency.

In reply I have to say that there are 2,363 allotments in severalty, the patents for which have all been issued, the residue of their lands having been sold and opened to homestead entry.

The boundary of each allotment is supposed to be marked by corner stones or stakes, but in many cases these marks are entirely gone.

About 15 or 20 per cent of the allottees now occupy their own allotment and make it their home.

Some few of the half-breeds cultivate their lands to advantage; the old full bloods still cling to their custom of "squaw patches."

Their lands lease to a very good advantage, bringing from 15 cents to \$3 per acre. The greater portion of the Shawnee Indians now live from proceeds of their leases; the Pottawatomies to quite an extent, but are not quite so dependent.

The leasing of their lands is, I believe, the best way to arouse them to a realization of the value of their allotments and what they might do by labor.

It places them in direct contact with white people, whose ways they must eventually adopt and follow; it gives them education by experience which, though sometimes bitter, is always the best teacher.

The aged full-blood Indian will not work and efforts on that line are fruitless; it is the younger generation that we must look to for improvement and advancement.

The Pottawatomie and Shawnee Indians are now permitted to sell their allotments. Many of those who have sold their land are now scattered in almost every State in the Union and are self-supporting and doing far better than those who depend upon annuities and rent money for a living.

The rents from allotments provide the older Indians with a scanty living, which, in most cases, is all they seem to desire. In the meantime the children are being well educated and by the time they are ready to leave school the land will be in a condition, if they are so inclined, to make them a good home and living.

If the Indians were industrious I think that they could make a living on at least 90 per cent of the 160-acre allotments in this country.

White people are doing so on 40-acre tracts of the poorest land adjoining their allotments.

Agricultural pursuits are best for the Indian in this locality. Cotton is a staple product and the Indian adapts himself to cotton raising and picking better than any other industry.

This office is supplied with tract books showing the names of allottees and the numbers of their lands.

No register is kept of marriages, births, and deaths of allottees.

The Sac and Fox and Iowa Indians have a record in the form of a semiannual annuity roll; this, however, is not as complete a record as is needed.

Much trouble is experienced and is daily becoming more pronounced as a result of not having a record of this character, and something should be done at once to correct it.

I would suggest that the proper way to get this matter in shape would be to call a council of the representative men of each tribe, take a complete census, and settle all matters of inheritance to date, then have a person paid to keep this record corrected at least quarterly.

The progress of the Indians toward civilization during the past year has been very good, but there has not been sufficient office force furnished for this agency to permit me to give the Indians necessary attention to bring about outside improvements. I hope the next year will show better results.

Very respectfully,

LEE PATRICK,
*United States Indian Agent.*SAN CARLOS AGENCY, *December 30, 1899.*BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: Replying to your circular letter of the 11th instant, I have the honor to inform you that there are no allotments of land in severalty upon this reservation.

Very respectfully,

W. MICHALSON,
Captain, Seventh Cavalry, Acting Indian Agent.

SANTEE AGENCY, NEBR., *January 12, 1900.*

THE BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: Replying to your communication of November 13, 1899, I have the honor to make the following report, answering consecutively to your inquiries:

1. All the land embraced in the Santee Reservation was divided out in allotments in accordance with the allotment act of 1884, and the residue thrown open to settlement; 708 Santees and 172 Poncas.

2. None of the final patents.

3. Most of the people live on their allotments. I can not give the exact number, but I should say perhaps 225 or 250 families. Of course the total number of allotments represents all those who were originally allotted, and necessarily takes in a great many single persons, and also persons who have died since allotment, so that the number of allotments actually occupied at present is greatly decreased.

4. Nearly every family living on their allotment cultivates from 20 to 100 acres.

5. A very small portion is leased, and that is partly for agricultural and partly for grazing purposes. The amount of land leased is so insignificant that no inferences can be drawn.

6. The allotment policy is unquestionably a good one, inasmuch as it does away with the tribal relations, and the practice of high-handed robbery by the chiefs that is always in vogue wherever the tribal relations still exist in any degree whatever. But I would suggest that no patents be issued to any of the original allottees, but that they be held by the Government until every Indian to whom a patent is about to be issued shall have been an inmate of some Government school for a period of at least five years.

7. Some 90 per cent of the allotments.

8. The Indians here do not take much to stock raising, and as the allotments have already been made to them it is rather useless for me to make any suggestions as to the allotting of grazing lands to them.

9. The official record of allotments and the annual census roll.

10. We do not keep any such register. The births and deaths are recorded on the census and on annuity pay rolls only.

11. By Government surveys.

12. No. So far, I have always been able to trace up any Indian's record without difficulty.

13. I would respectfully suggest that about five or six officers be appointed for the special purpose of visiting the several Indian districts to which they should be respectively assigned, and whose duty it shall be to keep up the registration roll of births, deaths, and marriages of the Indians of the several reservations under their control. I believe the results will more than fully justify the expenditure.

Very respectfully,

H. C. BAIRD,
United States Indian Agent.

SHOSHONE AGENCY, WYO., *January 18, 1899.*

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: I am sorry, as well as surprised, that you have not received my reply to your circular inquiries relative to allotments, births, marriages, deaths, etc. I answered each question, consulting my chief clerk on the subject, and mailed same to your address, which, I hope, has reached you by this time. If not, please send me at once another blank which I will promptly fill and forward, for I desire to aid, if possible, the good work you are engaged in, and should regret to have it appear that I was not mindful of the efforts your board are putting forth in the interest of the American Indian.

I am, very respectfully, etc.,

H. G. NICKERSON,
United States Indian Agent.

SHOSHONE AGENCY, *January 31, 1900.*

HON. MERRILL E. GATES, *Secretary.*

DEAR SIR: Yours to hand, and I hastily and briefly answer your questions. I mailed you replies on December 19, 1899, which must have gone astray, which I regret very much. My haste now accounts for brevity.

Yours, very truly, etc.,

H. G. NICKERSON,
United States Indian Agent.

1. How many allotments have been made to Indians of your agency? About 1,600.
2. How many patents have been issued? None.
3. How many Indians are living on their allotted lands? About one-fourth.
4. To what extent are they cultivating their lands? 2,300 acres in grain.
5. To what extent are their lands leased, and for what purposes are they leased, and with what results? 383,000 acres leased for grazing; results not yet manifest.
6. What, in your opinion, are the benefits or the evils of the allotment policy? Land in severalty, and education is the only hope for the American Indian.
7. What proportion of the lands of the reservation of your agency is so well adapted to agriculture as, in your opinion, to enable an industrious Indian to support himself and his family upon 160 acres? About one-twentieth.
8. If cattle raising or sheep raising is the prevalent and the most profitable industry for the Indians under your care, what seems to be the effect of this occupation upon the civilization and self-support of the Indians? And what suggestion, if any, would you make as to allotting grazing ground? Sheep raising has not been tried by these Indians, but has been by the whites near this reserve with the best of results. Cattle raising has been carried on to a limited extent, and with proper management would be profitable. The effect of stock raising would be advantageous to the Indians, and I think fully as civilizing as agriculture could they be restrained from eating the stock, which will be done in time. After all have been compelled to take their allotments for agriculture the tribal lands should be held in common for leasing or stock raising.
9. What provision has been made at your agency for a permanent register of allotments and of the names of allottees? Nothing at this agency. The allotting agent's field notes and schedules contain the only data, and they are no part of the records of the agency.
10. Is any register kept from month to month of the marriages, births, and deaths of Indians who have received, or who may be entitled to receive, or to inherit allotment of lands? If so, how and by whom is this register kept? Yes; on the census register taken each year a record of births and deaths are kept; also legal marriages are recorded, but the many Indian marriages which I do not recognize there is no record of.
11. How are individual allotment boundaries marked where allotments have been made? By corner stones.
12. Have you noted evils from lack of registration and records? Yes; and they are certain to multiply.
13. Will you offer suggestions as to remedies for evils which you have noticed? I would suggest a permanent record for each agency or tribe, combining the family tree, and individual allotments, and data therewith.

SILETZ, OREGON, December 7, 1899

HON. MERRILL E. GATES,

Secretary of the Board of Indian Commissioners, Washington, D. C.

SIR: In reply to your favor of November 13, 1899, in which you call for certain information relative to the Indians on this reservation, I will take up the questions by number, in the order in which they are asked, and answer them to the best of my ability.

1 and 2. There have been 536 allotments made and approved and 536 trust patents issued.

3. There are 118 families living on their allotments.

4. There are only a few that cultivate their land outside of their gardens. All raise gardens.

5. There are but 9 leases of record at this agency, as follows: 1 for water right; 1 for cannery site, 20 acres; 1 for farming, 60 acres; 5 for grazing, 80 acres each.

Everyone of the above leases has proved advantageous to the Indian. The location of the cannery has brought thousands of dollars to the Indians each year, as they do most of the fishing. The water right is for turning the water from a small creek on to a beach mine, and brings the Indian \$50 per annum. The farmer paid \$60 per annum, cash; has made good fences, improved the house, and left the land in better condition than he found it.

The lands leased for grazing are rolling hills and very largely brush land, and while the rents paid are small it is all that the land is worth, and in each case is just that much clear to the Indian. The results in each case have been beneficial.

What we need is more renters; but it is difficult to get them, for the reason that they can lease for three years only, and as in many cases fences are to be built, some clearing to be done, and often houses to be constructed or enlarged, they will not undertake it on a three years' lease.

6. I regard the allotment of 80 acres of land to each of these people (next to the schools) as the most important measure that has been adopted. Each Indian should be protected in his 80 acres for the full twenty-five years, yet there should be some provision made for the probating and disposal of the superfluous lands arising from the death roll. The nature of our land on this reservation is such that no one Indian will ever improve and farm more than 80 acres, and if this surplus land, which now amounts to about 4,000 acres (there having been 50 deaths since the allotments were made), could be probated and sold and the money turned over to the proper heirs, it would enable them to improve their own places and materially better their own condition, whereas at present there is no revenue to come from it and it engenders more strife and ill feeling and is the source of more annoyance to the agent than any other question that comes up.

7. Of the 42,880 acres allotted on this reservation there are not to exceed 3,000 acres of open, clear land, and, while probably 30,000 of it is fine, rich soil, it is covered with brush, down trees or logs, and timber, and it requires a great amount of industrious labor to reclaim it or put it in condition for the plow.

8. Those who engage in mixed farming do the best. This is not wholly a farming country nor wholly a stock country. We have no large sections of grazing land.

9. We have a record book, furnished by the Department, in which is recorded every allotment made on this reservation, to the name of the allottee.

10. There has never been a proper register kept. We have for our own convenience, in making annuity payments, kept a record of births, deaths, marriages, and divorce; but this is a very important matter and should receive special attention.

11. Allotments are marked by wooden stakes at each corner.

12. No.

13. My opinion is that the Department should issue an order giving the form and manner in which the records of births, deaths, marriages, and divorces should be kept on each reservation, thus securing a uniformity of record for the whole service.

Very respectfully,

T. JAY BUFORD,
United States Indian Agent.

SISSETON AGENCY, S. DAK., *November, 21, 1899.*

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

SIRS: In compliance with the request contained in your letter dated November 13, 1899, referring to allotments, marriages, births, and deaths of the Sisseton and Wahpeton Indians under my charge, I have the honor to report as follows:

1. One thousand nine hundred and seventy-one, of 160 acres each; 9 of 40 acres each.

2. All patents have been issued by the Department, but there are something over two hundred left uncalled for in this office.

3. The direct answer to this question would be that all of them are; but as the Indian, in selecting his allotment to 40 acres of timber, which is only found in the ravines in the hills, his house is on this land while his 120 acres may be miles away.

4. A very small per cent of these allotments are cultivated by the Indians.

5. I should judge that 50 per cent would be nearly correct, as to the proportion of their lands that are leased under both the old and new rulings of the Department, or acts of Congress. As the leases under the new law have only come under my direct supervision the present crop year, I can only answer for that time. The result has been very encouraging.

6. Individual ownership tends to make the Indian more independent, more like his white neighbor, more of a man, and is a long step toward the goal sought by all that have the interest of the Indian at heart. The opening of the surplus lands to settlement by the white men tends to the betterment of the Indian by having an example of what thrift and industry will do constantly before him. It should lead them out of their old tribal customs and help place them on a solid basis, when they will not be compelled to ask the Government for aid. True, there are evils that constantly surround the Indian, but they are no greater by having the

whites on the reservation, as the men who placed evil in the minds of the Indian were before only over the line.

7. This reservation is traversed by a chain of hills called the "Coteaus," which extend its whole length. The land of the valley in the eastern part of the reservation and bordering on the two large lakes, Traverse and Bigstone, is well adapted to farming, and any Indian who is fortunate enough to have taken his allotment in the valley could, if he has the capital to open up and the machinery and horses to work it, and uses good judgment in buying and selling, support a family on 160 acres. But the industrious Indians are few in number. They simply will not work if there is any other way of getting something to eat. Then, again, the custom of visiting among one another, and with members of other tribes, is very discouraging to an Indian who is thrifty; for if he accumulates a little stock and grain some of his neighbors will come to make him a visit and stay until the last animal is killed and the last kernal of grain is gone. Indian etiquette will not allow him to refuse them anything.

8. Cattle raising is a profitable industry among the white men, and the Indian could do as well if he would engage himself in such work, but he will not.

In regard to the allotting of grazing lands, if to be used as common would lead to all kinds of trouble if it were on this reservation. As the land bordering on water would be the most valuable, the Indian owning such would claim the most of it. But if it is as we have it here, where it can be rented to an individual or to a company, it would work, as the cause of the trouble would be removed. A great many of the Indians on this reservation made a mistake in taking land that is good only for grazing, as the rent is from 6 to 10 cents per acre, or perhaps a trifle more, when good agricultural land, that has been opened up or broken and under cultivation for a few years, rents from 50 cents to \$1 per acre per year for the number of acres that are cultivated.

9. We have the allotments all recorded in register books, giving description of land, name of allottee (both Indian and English when they have two names), approval of allotment when reported to the Secretary for patent, and date and number of patent.

10. We have a correct enrollment of the Indians on this reservation, as we take the census at least twice a year and add to the family groups names of all births, and when one payment is made after the death of an Indian his name is dropped from the rolls; that is, we do not carry his name on the rolls that we are making—just a red line with his former number. Thus we can trace their names back. The trouble that will arise will be the establishing of rights of relationship from marriages that were contracted according to the Indian custom before there was any correct enrollment of the Indians here. An Indian does not trace his relationship as a white man would, but he is liable to adopt a father or mother, or any other relative, and it will be a knotty problem to work out in a great many cases when the time comes to deliver deeds to this people. Where blood relationship is not absolutely proven by these Indians the land should be sold and the money returned to the Treasury for the benefit of the whole people.

As to marriages, we enroll the parties alone when their names are given us, but marriages are seldom reported until there is a birth; then there is a rush for this office to get the name enrolled. Marriages are all solemnized by some of the native ministers, and a record kept in the church.

11. By mounds and stakes.

12. The rolls are as complete as can be made.

13. If the present law which allows this land to be leased for a term of only three years was changed so as to permit the Indians to lease for a period of at least five years it would be much better for both the lessor and lessee in this way: A white man who rents an Indian's allotment has to break it up, which costs from \$2.25 to \$2.50 per acre in the valley and \$3.25 to \$4 in the hills. This is a heavy expense, and in order to realize a profit from the land in three years it has to be taxed to the limit, with no effort made to restore to the soil the elements needed to grow a paying crop after the lease expires. Whereas if a five-year lease could be made the strength of the land would be husbanded by the renter in summer fallowing and rotation of crops, instead of taking all the strength of the ground by overcropping the land in order to make a profit on a three-year lease. Under a five-year lease more interest would be taken by the lessee in making improvements on the land than under the shorter term.

I am, sirs, very respectfully,

NATHAN P. JOHNSON,
United States Indian Agent.

SOUTHERN UTE AGENCY,
Ignacio, Colo., November 29, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

SIRS: I have the honor to make the following replies to the questions submitted in your letter of the 13th instant regarding the Indians of this agency:

1. There have been 374 allotments made to these Indians.
2. Patents for all allotments have been issued, and are filed in the agency office for safe-keeping, to be inalienable and not subject to taxation for twenty-five years.
3. There are probably 300 Indians living on allotted lands, though this should not be construed to mean that 300 have settled on their individual allotments, but live on the allotment of some member of the family, very frequently an entire family residing on one place.
4. Most of the land lying in the bottoms along the streams where water can be obtained are fenced into fields and pastures. The Indian owning such a place cultivates all he is able to tend, but these constitute but a small percentage of the allotted ones, and in consequence the Government has commenced a system of irrigating canals to carry the water up onto higher ground and furnish water for allotments that lie away from and higher up than the streams. When this system is complete, farming will be carried on on a much larger scale.
5. There has been no leasing thus far of Indian lands connected with this agency. The surplus lands of the allotted portion of the reservation were thrown open to settlement on May 4 last, and no leases have yet been made.
6. I am a firm believer in the allotment of the Indian, and submit that the situation here furnishes a splendid example of such a policy. When the taking of land in severalty was proposed to these Indians there was a difference of opinion among them, and about one-third accepted, the other two-thirds refusing allotments. As a consequence the latter removed to the west end of the reservation, and the east end was allotted. The allotted ones are prosperous, live in houses, wear citizen's clothes, raise some cattle, sheep, and goats, farm to a considerable extent, and have a market for all their products at home. Their health is good, and in cases of sickness resort to the agency physician for treatment.

The unallotted ones have absolutely no means of support except that which is given them by the Government. They live in tepees, wear the blanket, and are in the same condition they were before, with no signs of improvement in the future. They are very poor, and are decreasing in numbers, are discontented, and at times inclined to be turbulent.

The evils of the allotment policy, as I have observed them, is the introduction of the whisky habit by the whites and quarrels arising from the trespassing of stock.

7. While cattle and sheep raising is not the most prevalent industry among these Indians, it is nevertheless a profitable one to those who do engage in it. I believe that the stock business is what the Indian is best naturally adapted to, and recommend that pursuit, provided they have enough grazing land for the stock to subsist on the year around without the necessity of purchasing forage, and it is also necessary for the Indian to be well advanced along the lines of civilization. I would not suggest the initiation of the stock business among many of the tribes as they are to-day, from the fact that the lazy, blanket Indian will first devour that which he has of his own, and then, with his family, proceed to dispose with that of his friends. I believe in the allotment of all land, either grazing or otherwise, and then leasing of a majority of it to whites, that they may move in and around the Indians. While this may be attended with some evils, in due course of time the mingling with the whites can not but have a beneficial effect on their red neighbors. Leases should be granted for a term of years long enough to induce desirable farmers to take hold of the lands, and I recommend that the maximum term be as much as ten years, at the jurisdiction of the Department.

10. There is a census roll of all allotted Indians kept distinct from the unallotted ones, and on this roll is entered all births and deaths as they come to the knowledge of this office. Any such births or deaths as are not entered thereon at the time of occurrence are entered when the annual census is taken and the Indians counted; also the date of same.

11. The boundary lines of allotments are marked by regular corner stones, placed by a surveying corps employed by the Department for that purpose, and each individual shown his corners.

12. We have not noted any evils arising from lack of registration and records, as these are intact and correct, and the only trouble we have had is in cases of where the Indian insisted on residing upon and claiming land that was not allotted to him or his family, but which he was wont to claim prior to the allotment, and as each

allotment consisted of 160 acres, could not comprehend why he should not own all the surrounding country; but even this has not been difficult to overcome.

The most practicable suggestion that occurs to me as a remedy for evils that may exist in policies pursued with the Indians would be in the fulfilling of treaty obligations and promises made them by the Government by which they were induced to become peaceable and give up the immense territories over which they roamed and to settle down on comparatively small reservations. My experience has been that in order to accomplish anything with the Indian one must first have his entire confidence. To gain this is to always tell him the truth and make no promises one can not fulfill. If you have his confidence anything reasonable may be required of him, and he will cheerfully comply; consequently, I believe that if treaty obligations were carried out by the Government as well as the Indian has conformed with his, the representatives of the former would have much less difficulty in handling the latter.

Respectfully submitted.

LOUIS A. KNACKSTEDT,
United States Indian Agent.

STANDING ROCK AGENCY,
Fort Yates, N. Dak., November 23, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

SIRS: I have the honor to acknowledge the receipt of your communication of the 13th instant, and to submit the following replies to the interrogatories therein contained:

1. No allotments whatever have been made to the Indians of this reservation.
 2. No patents have been issued.
 3. No allotments having been made, the homes of the Indians of this reservation are so located as to avoid crowding. The formation of "camps," or the settlement of any considerable number of Indian families at the agency, substations, or in any one locality is discouraged, it being, in my opinion, highly prejudicial to the best interests of the Indians themselves.
 4. I have required the pursuit of agriculture to a limited extent as a means of keeping the Indians' minds occupied, but it is by no means profitable; unimportant crops of oats and corn are produced, the quality of the grain being (when the crop is a success) fair. The practice of requiring the cultivation and care of at least a small area of ground has, however, been productive of much good in allowing but little time for chronic "visiting," and "talking over old times."
 5. None of the lands of this reservation are leased.
 6. On reservations where land is adapted to agricultural pursuits the allotment policy might be followed with good results.
 7. The nature of the soil of this reservation precludes the possibility of general and successful cultivation. The most industrious Indian would, if deprived of the rations now furnished by the Government, find it utterly impossible to support himself and family upon the product of 160 acres of this land. This remark is applicable to all portions of the reservation.
 8. The herding and general care of his stock furnishes steady occupation for the industrious Indian, and there is a general disposition among the Indians under my charge to advance the industry of stock raising. The grazing possibilities of this reservation are unlimited; the Indians take kindly to the work of caring for their herds, and issues of cattle have, in the great majority of instances, been productive of the most gratifying results in way of increase. I would not advocate the allotment of the grazing lands, but would permit the Indians to use such lands in common.
 9. No provision has been made for the registration of allotments or the names of allottees.
 10. A careful register is kept of the births and deaths of Indians. Indians desiring to marry are required to first secure a license from the agent, and a register is kept of all marriages solemnized by the agent and by ministers of the gospel. The license system has avoided, in a great many instances, the marriage of girls of tender age, some of whom were compelled to marry against their will by their parents. A copy of the form of marriage license used is attached hereto.
 - 11 and 12. Not applicable to this agency.
- I would respectfully urge upon your honorable board the great necessity for a law granting to Indian agents the power of divorce. There are on this reservation married couples who have not lived together for eight or ten years. Divorce can not be had except by action in the civil courts, and the Indians have no money with which

to employ counsel and defray the other expenses incident to such proceedings. Some of these would remarry if free to do so, and were the agent empowered to grant divorces it would avoid some immorality.

I would also respectfully suggest the enactment of a law providing for the punishment of white men committing depredations upon Indians' cattle. There appears at present to be no law under which such offenders may be prosecuted. I cite the following as an instance:

On July 25, 1899, three of the surveying crew of a Mr. Fessenden, who had a contract for surveying a portion of this reservation, De Line, Armstrong, and Kurtz by name, were caught in the act of killing a yearling calf belonging to an Indian of this reservation by the name of Use His Knife. The three men were arrested, brought to the agency, and placed in confinement, and the United States marshal notified. It developed, however, that no law existed under which these men could be punished, and they were accordingly released.

The Indians of this reservation regard the failure to punish these men as a great injustice to themselves, urging that they would be severely punished for a like offense against white men, but that a white man may, apparently, kill their stock with impunity and go scot-free. In all reason the Indians should be encouraged in their efforts to raise stock, by the knowledge that they have some redress for such wrongs as the above, and I can not urge too strongly upon your honorable board the necessity of providing some means of meting out justice to such offenders.

I have the honor to be, sirs, very respectfully, your obedient servant,

GEO. H. BINGENHEIMER,
United States Indian Agent.

TONGUE RIVER AGENCY, MONT., *December 2, 1899.*

MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: Replying to your favor of the 14th ultimo, would respectfully submit the following answers:

1. None.
 2. None.
 3. None.
 4. About two-thirds of these people cultivate gardens from one-half to 2 acres in extent, about half of the Rosebud Valley being occupied by white settlers (who have patents for their land, will not move out—want to sell—bill in 1900).
 5. None leased. As to results can not say.
 6. I am of the opinion that the allotment of land to Indians would be beneficial where they are compelled to remain on their allotments, make permanent improvements, cultivate their lands, and raise stock. I see no good results from leasing lands by Indians to whites or others, but, on the contrary, a few cases which came under my observation convinced me that the leasing of allotted lands is bad for the Indian, as he soon spends his money very foolishly and then drifts around with nothing to occupy his mind, finally winds up in the tepee without anything, and loses all interest in his home.
 7. There being so much of the land upon this reserve occupied by whites that it would be impossible for me to make a fair estimate until they are removed.
 8. The Indians under my care having no cattle or sheep, can not inform as to the effect. I am of the opinion that all grazing lands should be held in common and not allotted until these people are further advanced.
 9. None.
 10. No marriage record at agency; record of births and deaths kept on census rolls in files of agency office.
 11. No boundaries marked; no allotments made.
 12. I have, as regards marriages.
 13. There should be furnished for use and kept in the files of agency office a set of registry books wherein all marriages should be kept, giving the names of the contracting parties thereto and their parents' names, the date of marriage, the name of person who performs the ceremony, together with the names of witnesses; also a register of births, giving date of birth, name, sex, and parents' names. Deaths might be entered in same book.
- I am of the opinion that by the use of such records the relationship existing between the different members of this tribe could be ascertained to a certainty. As it is, the information comes from the Indian through the interpreter. Where children are transferred to different families the relationship may not be correct, which, if not

corrected in time, will lead to deterioration of these people, to say nothing of the possible intermarriage of blood relations, which is liable to occur.

Very respectfully,

J. C. CLIFFORD,
United States Indian Agent.

TULALIP, WASH., *December 30, 1899.*

THE BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: I have your two favors, November 14 and December 11, and am getting together as far as possible information for an intelligent reply. This (Tulalip Agency) is made up of five reservations, which makes it rather difficult and requires some correspondence to cover the information you ask.

I hope to send you my reply, giving as fully as possible the information you desire, the latter part of January, perhaps by the 20th. [Not received, February 8, sec'y.]

Yours, truly,

EDWARD MILLS,
United States Indian Agent.

UINTAH, ETC., AGENCY,
Whiterocks, Utah, November 20, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: I have the honor to report the following answers to your questions submitted in your letter of the 14th instant.

1. About 400. (See Commissioner's report 1898.)
2. None.
3. About 150.
4. About 50 of them are cultivating on an average about 50 acres each.
5. None of them have been leased.
6. I can not see any benefit to be derived from allotting lands to Indians where the Indians still live on and keep all the land themselves. The only benefit derived would be where the Indians are mixed up with the white people, by seeing what a white man could do with this land. As it is here, the Indians are all living together, with no white men on the reservation. They have improved very little since being allotted.

In speaking about allotments I refer to the Uncompahgre Indians, a part of whom are allotted on the former Uncompahgre Reservation and a part on the Uintah Reservation. None of the Uintah Indians have been allotted. About 75 of them have had farms assigned to them and are doing very well; in fact, they are doing much better than the Uncompahgres who have land allotted to them.

7. I believe that on a great portion of the Uintah Reservation an Indian could support himself and family on 40 acres of land.

8. There are very few cattle and sheep raised on the reservation. The Indians think they have a perfect right to steal cattle or sheep from another Indian, and for that reason those who would raise them otherwise are afraid to. I do all I can to punish an Indian for this offense, but it is hard to prove it on them. They all have horses. Indians are not as much inclined to steal horses as they are other stock.

These Indians have about 800,000 acres of grazing land in the western part of the reservation. I think it is much better for the Indians to have the Department lease it to stockmen and not sell or allot it to Indians.

9. No provisions whatever have been made for the permanent register of allotments. We have a register of the farms that have been assigned to the Uintah Indians.

10. We keep a record of the births and deaths of Indians, but do not keep any record of marriages. The divorce laws of this reservation are such that it would keep one man busy keeping a record of them. The record of births and deaths are kept by the chief clerk.

11. Where the Uncompahgre Commission made allotments they put a cedar post at each corner with the description of the allotment chiseled on it. These allotments are all well marked.

12. Yes.

13. There are about 300 Uncompahgre Indians under my charge who have never been allotted. They have no interest in this reservation whatever, but the Uintahs have agreed that they shall have allotments on this reservation. The Interior Department should send an allotting agent here to close this matter up and

see that every Indian has a piece of land, and make a complete record of all allotments for office use.

Very respectfully,

H. P. MYTON,
United States Indian Agent.

UMATILLA AGENCY, OREG., *January 26, 1900.*

MERRILL E. GATES,

Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: In answer to your communication of November 14, 1899, which had become misplaced, I am pleased to reply as follows to the several questions therein asked:

1. Allotments to the number of 1,106 have been made.
2. Patents will not be issued until twenty-five years will have passed from the time of allotment.
3. About 500 are living on their allotted lands.
4. All tillable lands are being cultivated by allottees or leased.
5. About one-tenth are leased, for wheat raising. Good rents are received.
6. Benefit to allottees. They see and realize that the lessees make money from the lands, which is an incentive for them to do so. The allotment policy, I am of opinion, is good.
7. About two-thirds.
8. These Indians have a few cattle, quite a number of horses, no sheep. Their lands are more profitable for agriculture, and upon this reserve that which is not tillable is in use as grazing land for the stock of allottees. There is not enough of it.
9. An allotment roll book is the only register of allotments upon this reservation.
10. The agency physician keeps a daily register of births and deaths of allottees, but no record is kept of marriages.
11. Individual allotment boundaries are not marked in any particular way, other than by fences. Most all allotments are fenced, either by themselves or with other allotments. Upon this reservation they are easily distinguishable by roads located along each section, east and west, north and south.
12. I have not noticed evils as yet, but fully realize that in the future great trouble and confusion will arise.
13. A complete, continuous, and permanent register of allotments, allottees, marriages, births, deaths, court decrees, etc., should by all means be kept at agencies.

Trusting I have answered the questions satisfactorily,

I am, respectfully,

CHARLES WILKINS,
United States Indian Agent.

UNION AGENCY,
Muscogee, Ind. T., November 17, 1899.

BOARD OF INDIAN COMMISSIONERS,
Washington, D. C.

GENTLEMEN: Your letter of the 14th instant has been received and referred to the commission to the Five Civilized Tribes, commonly known as the "Dawes Commission."

The information desired can be furnished to you by said commission, as all matters pertaining to the allotment of land in the Indian Territory is entirely in the hands of this commission.

Very respectfully,

J. BLAIR SHOENFELT,
United States Indian Agent.

Approved:

J. GEO. WRIGHT,
United States Indian Inspector.

UNION AGENCY,
Muskogee, Ind. T., December 5, 1899.

Mr. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: Your letter of November 14, addressed to Mr. J. B. Shoenfelt, United States Indian agent at this point, has been referred to this commission.

It is presumed that your letter is intended to elicit information from Indian agents in charge of Indian agencies having supervision over Indian reservations. As you are doubtless aware, the conditions which obtain in Indian Territory are radically

different from those existing among other Western agencies. Proceeding on the theory that you are familiar with the general situation here, I have the honor to make answer to your various inquiries as follows:

1. The commission on April 1, 1899, opened an office at Muskogee, in the Creek Nation, for the selection of allotments by Creek citizens. As a preliminary allotment, each Creek citizen has been permitted to select 160 acres, and up to this date approximately 6,500 selections have thus been filed upon. Were all the lands of the Creeks divided among the members of the tribe, each citizen would be entitled to approximately 200 acres, varying, of course, according to the value of the land selected. The preliminary allotment of 160 acres is made with a view to giving each citizen a homestead of good land. No allotments have yet been made among the citizens of the other four tribes, but offices will be established for that purpose as soon as citizenship rolls can be completed.

2. No patents have yet been issued.

3. The members of the Five Tribes are not confined to Indians, owing to the property rights conferred upon negroes and white persons intermarrying with citizens in several of the tribes. So far, however, as allotments have been made to Creeks, it may be said that those who have filed either occupy their lands or rent them for grazing or agricultural purposes. As each member of a citizen's family is entitled to select 160 acres, one family can not, as a rule, live upon all the lands selected by them.

4. The citizens of the Five Tribes may all be said to be cultivating their lands to a certain extent, save as to those who are engaged in business in the towns.

5. The commission is unable to give you information as to the amount of land leased by citizens of the Five Tribes. A very large percentage of the lands of the tribes, however, is leased to noncitizens for grazing and agricultural purposes. The commission believes that it is to the interest of the citizens of these tribes to lease such of their lands as they are unable to cultivate themselves, and the income thus derived is of material benefit to the owners of the land. As soon as allotment shall have been completed in all the tribes, or has progressed to a considerable extent, it will be possible to establish a system under which the renting of tribal lands can be controlled for the benefit of the members of the various tribes. This is made impossible at the present time, save in the Creek Nation, by reason of there being no way to determine what particular citizen is entitled to rent any particular tract of land. In the Creek Nation all leases are required to be deposited with the commission for investigation and departmental approval, and as a result an increased income is assured to the members of the tribe.

6. In the opinion of the commission, the allotment of lands to Indians is absolutely essential to their welfare and to the welfare of the country at large. Without allotment, disputes and quarrels are constantly arising among the citizens as to their respective rights to lands, and law, order, and good citizenship is an impossibility.

7. The commission has no information at hand showing the amount of land in Indian Territory adapted to agriculture. With the exception of the Cherokee Nation, however, there is believed to be 160 acres per capita suitable for agricultural purposes.

8. The lands of the Five Tribes are of a very diversified character, and there is a sufficient quantity of land to enable the members of the various tribes to cultivate the more tillable portion, and pasture those lands which are best adapted for stock growing. The commission is of the opinion that diversified farming is the best industry for citizens. The allotment of lands will not necessarily prevent the leasing of lands for grazing purposes.

9. A permanent record is being prepared by the commission of allotments made, showing names of allottees and describing lands filed upon. When the rolls of citizenship shall have been completed and approved by the Secretary, children born to citizens of the Five Tribes can no longer share in the common property of the tribe save by inheritance of family estates.

10. The commission requires all births to be reported to it, and all other possible means are being adopted by the commission for securing the names of newly born children. As it is to the interest of the citizens to report such births, it is not believed that any will be omitted when final rolls are made. Deaths will likewise be recorded, and the names of deceased citizens omitted from the citizenship rolls. Strictly speaking, no marriage record is kept, but such record is being made by the commission as to enable it to make a correct roll of those persons who by intermarriage with citizens of the Five Tribes are entitled to any citizenship rights thereby.

11. Individual allotments will be bounded by lines of Government survey.

12. The lack of correct registration of citizens of the Five Tribes has caused the Government of the United States a great expense, has delayed the development of the country and retarded its moral, intellectual, and commercial growth; for without correct rolls of citizens an equitable distribution of tribal property could not be

made, and without individual ownership of property no healthful conditions could exist.

13. The remedies for the evils which have in the past existed in Indian Territory, and which to a degree still exist, are now being applied, and it is but a question of a few years when the Territory will be prepared for statehood and its citizens placed on equal footing with those of the several States so far as educational, political, and commercial advantages are concerned.

The annual report of this commission for the year ended June 30, 1899, will soon be ready for distribution. In it will be found a detailed account of the work being done by the commission. A copy of same will be mailed you as soon as received from the printer.

Should you desire further information, it will be cheerfully given on application.

Very respectfully,

TAMS BIXBY,
Acting Chairman.

WARM SPRING AGENCY, ORE., December 18, 1899.

MR. MERRILL E. GATES,
Secretary, Washington, D. C.

SIR: Replying to your circular letter of November 14, 1899, I beg herewith to answer in detail and to state that the occasion of the delay in the performance of this duty is the absence of my clerk and stenographer and a press of clerical work that demanded my personal attention:

1. 978 allotments have been made.
2. 978 patents have been issued. Not all delivered.
3. 175, and tendency growing to cultivate their lands.
4. I should say about 30 per cent.
5. No leases.
6. In my opinion the allotment policy of the Government is wise, very much aiding the Indians in advancement. By it the Indian becomes sufficiently to take care of his holdings. The same principle applies as if you compel an Indian to pay for his wagon in labor. He will give the same double the care had it been given him.
7. Not to exceed 15 per cent, largely adapted to stock raising.
8. Stock raising is the principal occupation, and our people recently were selling their worthless ponies and investing proceeds in cattle and sheep. Additional allotments of grazing lands would stimulate this industry, which is quite profitable.
9. Permanent register of allottees sent from Department.
10. No proper record is kept. Births and deaths are reported by police, but the system is not accurate enough. License is required of agent before marriage, but no proper record has been kept to this date. I strongly advise that recommendation be made covering this defect.
11. By stakes or stones, but apparently lacking in many allotments. Contentions often arising therefrom as to boundary lines.
12. Proper records and registers would improve conditions.
13. I can at present only suggest that in future that marriage, birth, and death records be required in system; and in stock-raising sections such industry be encouraged by the Government in so far as practicable by the importation of thoroughbred stock.

Very respectfully,

JAMES L. COWAN,
United States Indian Agent.

WESTERN SHOSHONE AGENCY,
White Rock, Nev., November 28, 1899.

DR. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

DEAR SIR: In reply to your letter of the 14th instant, requesting replies to questions relating to allotments, etc., I have the honor to submit the following, which are from rather immature observation here, as I have been in charge but a short time:

- 1, 2, 3. No allotments have been made here.
4. They cultivate a small portion of land wherever they may have selected it, but the results of agriculture here are not encouraging.
5. No leases.
6. Basing my opinion on observation where attempts have been made, I would say that with individual ownership, and assurance of retaining the benefit of the improvements on his land, comes an interest and incentive that are surely beneficial, and is surely a necessary step toward the time, which we hope is in the future, when he

will be a part of the State. On the other hand, attainment of worthless land sometimes debars the Indian from his former means of livelihood and confines him to a piece of land on which no one could make a living without expensive irrigation, which he can not do, thus placing him in a bad condition indeed.

The allotment seems to be responsible for the placing of some tribes on their own responsibility, with full citizenship, who are wholly incompetent for the trust, with most demoralizing results.

7. About 20 per cent is suitable for agriculture with irrigation, but there is not water available for that much, and the seasons are so short that crops are very uncertain, the altitude being over 6,000 feet. They might produce some hay and grain on 160 acres, if they had the privilege of a cattle range besides. Distance from market would prevent marketing grain at any profit, if any excess was produced.

8. Cattle raising is the only industry suited to this country, the winters being rather severe for sheep. The Indians have not engaged in it to as great an extent as they should, which seems to me the surest way to self-support here. And cattle raising combined with agriculture is surely as civilizing as agriculture alone. I would suggest and recommend the careful allotment of the hay and agricultural land so that each Indian might have land for hay and grain in individual ownership, and the remainder of the reserve, which is fit for grazing only, should be kept as a common range for the Indians exclusively. There would be no advantage in allotting it, as it could not be fenced, there being no water on large tracts of it.

9. None.

10. There seems to have been none kept, though I hope to make and keep one, as I have seen need of it in other places.

11, 12, 13. Not yet.

Trusting these replies may meet the requirements, and assuring you of my readiness to comply with any suggestions of your honorable board,

I am, very respectfully,

CALVIN ASBURY,
Superintendent and Special Disbursing Agent.

WHITE EARTH, MINN., *December 30, 1899.*

MR. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: In reply to your letter of November 14, 1899, I report as follows:

1. 4,078 allotments made.
2. No record in this office.
3. About one-fourth living on their allotments.
4. Nearly all cultivating their lands.
5. No legal leases upon this reservation.
6. I think the policy of allotting land to Indians is a good one. I think it inculcates an independent disposition and lifts them out of the habit of being dependent.
7. About three-fourths of the land is adapted to agriculture.
8. No grazing land allotted on this reserve.
9. Register of allotments at present in the office of Chippewa Commission. No provision made in this office as yet.
10. No register of births and deaths kept.
11. Where allotments have been made the boundary lines are marked by pits, mounds, and stakes.
12. Have not as yet noted any evils from lack of registration.

Most respectfully,

JOHN H. SUTHERLAND,
United States Indian Agent.

FORT SIMCOE, YAKIMA AGENCY, WASH.,
December 24, 1899.

HON. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: In reply to your circular letter of November 14, inquiring as to the effects of allotments of land in severalty to Indians, and to the manner of registration of allotments that have been made and of continuous registration of marriages, births, and deaths, will say that most of the Indians are showing a disposition to improve their allotments and make homes for themselves wherever the location is such that they can obtain water for irrigation; but as there is a large amount of the allotted land on

the reservation where water can not be obtained without great expense, such lands can not be improved by the Indians, neither can they be leased, as the lands on this reservation must all be irrigated to produce anything.

I have in the office a complete register containing the names of all the Indians allotted, giving age, sex, and description of land, which is, in fact, a copy of the schedule of allotments. I also have a large map showing location of all allottees. I find this of very great assistance. Many of the Indians can read, and can readily locate allotments from information obtained from the map.

Most of the Indians are married by the missionaries on the reservation, who keep a record of the marriages at the churches. Some of them still cling to old Indian ways and marry after Indian fashion, and it is very difficult to induce or to force them to comply with the State laws, and when they do marry they are very apt to be married under a different name than the name they were allotted under, and for this reason I am inclined to think permits or licenses should be granted by the agent, as the agent's office is the only place where their allotted names can be correctly obtained.

It seems it was at one time the policy here for Indians to discard Indian names, and with a multiplicity of Indian names which some of them have, and with an English name added, which they use in transacting business with the whites, they are very apt to use English names if they have any when they are married, and it seems very hard to get them to use the name under which they were allotted.

The regulations require the agency physician to keep a record of all births and deaths. He may do the best he can, but it is a very imperfect record. As there has never been any annuity payments made to these Indians, or any regular issue of rations, there is not the inducement here that there is on some other reservations for them to report the deaths and births in their families, and I find it utterly impossible to keep a correct record.

I would respectfully call your attention to my annual report to the honorable Commissioner of Indian Affairs from this agency for 1899, which, I believe, will give you such other information as you may desire that is not contained in this letter.

The last session of Congress passed an act allowing leases to be made on this reservation for agricultural purposes for a term of five years, but owing to a scarcity of water and the great expense of obtaining water for irrigating purposes, but few leases have been or can be made.

Very respectfully, yours,

JAY LYNCH,
United States Indian Agent.

YANKTON AGENCY,
Greenwood, S. Dak., December 20, 1899.

MR. MERRILL E. GATES,
Secretary Board of Indian Commissioners, Washington, D. C.

SIR: I have the honor to acknowledge receipt of your communication of November 14, 1899, asking for certain information regarding the Indians under the jurisdiction of this agency, and in reply thereto I submit the following replies to your questions:

1. A little over 2,612 allotments have been made. All members of the Yankton Sioux tribe.

2. Under act of 1887, 1,484; under act of 1891, 1,128; total, 2,612.

3. Nearly all of the Indians are living on their allotments.

4. Two-thirds are cultivating their allotments.

5. About 200 grazing leases made at from 10 to 12½ cents per acre; results good.

6. That the allotment policy at this agency is good.

7. About two-thirds of the allotment.

8. There have been 700 heifers issued to the Indians, and if proper care be taken of them the increase derived from same will be most beneficial. This reservation is most adapted to grazing purposes, and cattle raising should be greatly encouraged.

9. Only by tract-books furnished this office.

10. There is no regular register kept at this agency, but yearly census books are kept, in which all births and deaths are properly entered, when same are reported to the issue clerk.

11. Most of the Indians know their allotments and boundaries.

12. Yes.

13. That regular printed registers be furnished by the Indian Department to all the Indian agencies, so that future evils may not occur when deeds are to be issued to the heirs of all deceased allottees.

Very respectfully,

JOHN W. HARDING,
United States Indian Agent.

APPENDIX D.

PROCEEDINGS OF THE BOARD OF INDIAN COMMISSIONERS AT THE SEVENTEENTH LAKE MOHONK INDIAN CONFERENCE.

First session, Wednesday, October 11, 1899.

The Seventeenth Annual Lake Mohonk Indian Conference was called to order at 10 a. m. Wednesday, October 11, 1899, by Mr. A. K. Smiley, the host of the occasion. Prayer was offered by Dr. Theodore Cuyler.

Mr. SMILEY. I can not begin to tell you, my friends, the pleasure it gives me to welcome you here. Every year I think I appreciate more the gathering of persons interested in the salvation of the Indian; and although the problems are being slowly, though surely, solved, there is still a great deal of work to be done. Sometimes I think we shall soon reach the end; and then I see so many things that call for the care of thoughtful men that the need of these gatherings is plain. We have many of the leaders here to-day—three or four of them who have been in charge of the Indians for the last twenty years—men of large experience. We have besides men and women from the field and some of the old war horses for the executive committee. So we have the promise of a good conference, and I hope that everything will work smoothly. We have always managed to live together in love, and to speak our minds freely, and finally settle down to a good unanimous conclusion. I am glad to be able to tell you that Mr. Jones, the Indian Commissioner, is coming. He is a good man and wise, and will be a great addition.

Mr. Smiley then introduced Merrill E. Gates, LL. D., secretary of the Board of Indian Commissioners, as his choice for presiding officer. Dr. Gates was unanimously elected, and at once took the chair.

On motion of Dr. Foster, Mr. J. W. Davis and Mrs. Isabel C. Barrows, of Boston, and Mrs. George H. Knight, of Lakeville, Conn., were elected secretaries.

On motion of Mr. Meserve, Mr. Frank Wood, Boston, was elected treasurer.

On motion of Mr. Greene, Mrs. Barrows was elected official editor, and Mrs. Barrows, Mr. Davis, and Mr. Wood were elected a publication committee.

On motion of Mr. Wood, a business committee of nine was elected as follows: Dr. W. H. Ward, Dr. Addison P. Foster, Mr. Philip C. Garrett, Mr. Darwin E. James, Mrs. A. S. Quinton, Mr. Herbert Welsh, Miss Anna L. Dawes, Mr. Daniel Smiley, and the president ex officio.

On motion of Mr. Smiley, Mr. J. Everts Greene was chosen to act as press reporter. Dr. Gates then made the opening address.

PRESIDENT'S ADDRESS.

By Merrill E. Gates, LL. D., of Washington.

LADIES AND GENTLEMEN: It is a pleasure to be placed by your vote in this chair, from which I can look into your faces, although I am sure that the gentlemen who for the last year or two have so ably filled this place would assure me that it is a seat which can not be occupied without a sense of anxious care and responsibility. I have learned, however, from former experience here that the spirit of the conference is such that you pardon oversights or errors, and that he who presides at your conference must catch something of joy from the spirit of philanthropy and high purpose that marks this gathering.

We should be forgetful of our blessings if we did not recognize the fact that we have this year met under the manifest benediction of the autumn. Such weather! We will not follow the newspaper reporters of the week and call it "Dewey weather"—for we have been used to calling it "Mohonk Conference weather," when the golden smile of the perfect year rests on the landscape. No one has so entered into the spirit of the autumn as did Keats—

"Season of mists and mellow fruitfulness!
Close-bosom friend of the maturing sun,
Conspiring with him how to load and bless
With fruit the vines that round the thatch-eaves run;
To bend with apples the moss'd cottage-trees,
And fill all fruits with ripeness to the core." . . .

And so the poem runs on through pictures of autumn, vivid, restful, fruitful, to the lines—

“Where are the songs of spring? Ay, where are they?
Think not of them; thou hast thy music, too,
While barred clouds bloom the soft-dying day,
And touch the stubble plains with rosy hue.”

But in this autumnal song of Keats', as in all pictures of English autumn scenery, we miss the wealth of color that delights us here, and that is in itself rich chords of music. At Oxford a year ago I had the pleasure of dining with that famous scholar, Dr. Caird, the master of Balliol College; and after dinner we were invited to a peculiarly interesting musical entertainment in the great hall of the college, where a skilled musician played upon the clavichord music especially composed for that instrument a century ago. It was very beautiful in its simplicity. After its stately, yet simple, progressions the music of Wagner, though, perhaps, overcolored and stormy, had a new charm of its own, by contrast—you felt its abounding richness and fullness. And so I think our autumn, with all its rich coloring, we would not be willing to exchange for the paler season of our English friends. I have never felt that the American autumn had suffered from the sentence pronounced by an English bishop who was a guest at a charming Westchester County home, near New York, in 1869. He had persistently refused to admire anything American—it was before the days when the English had begun to admire us for everything American. He was playfully challenged by his hostess as he returned from a long walk on a glorious autumn day. They were looking at the glorious coloring of the maples, and his hostess said to him, “You must admit that you have nothing like this autumn coloring in England; surely you must admire it!” The bishop drew himself up and replied, with a hesitating drawl, “Y-e-e-s, to be sure I have noticed it; but—ah—has it never occurred to you that it is—ah—just a little loud?”

As we climbed the hills yesterday the maples stood in serried ranks like the red-coated soldiers now clustering round Natal, struck silent and motionless by the remembrance that civilization demands arbitration, and not war! May they so stand until God sends peace! What a day it was yesterday, without a breath of air stirring—not breeze enough to lift a scarlet maple leaf or to move a sail on the “Shamrock!” What a benediction of the year in these golden autumn days!

THE INDIAN QUESTION INVOLVES PROBLEMS OF ETHNOLOGY, SOCIOLOGY, POLITICS, AND PHILANTHROPY.

But though we can not forget the beauty of the Indian summer, we have come together in no spirit of mere enjoyment—in no mood of thoughtless gayety. We believe in the government of a God whose will is at once beauty in the material world, and moral order in the world of will and action. We believe in the moral government of the universe; and we rejoice in the beauty of the physical earth as part of God's ordained order. We assemble as those who have faith in Him; and believing in the reign of His holy will we delight in the beauty with which He surrounds us. But we come with earnest purpose, too. We recognize that we are not here for pleasure alone. We believe that we have a duty to the less-favored races; and in considering together the problems connected with these people we are touching almost every question of social reform and governmental administration. It is not strange that work for the Indians interests people who are accustomed to considering public questions. The questions which confront us are not simple questions. We are not dealing with one race. In dealing with the Indians we are dealing with fifty or sixty different peoples. As I went through the Carlisle school last Sunday with Major Pratt, we found, as we questioned the boys and girls, that sixty tribes are represented there. To illustrate the truth that mere lapse of time does not solve these questions without effort and by mere juxtaposition of Indians and whites, I may say that the only boy in the entire school who could not understand Major Pratt's questions—the only one with whom we had to give up the effort to talk, after three or four attempts to make him understand—proved to be an Indian boy from New York State, an Onondaga. Not a word of English could he speak, although the white people have been all about that race for many generations. The problem is not reached by leaving them where civilization surrounds them. They must be in touch with civilization! They must be reached by the laws and the life of the nation, as are other citizens. They must come under the influence of education, and of an education which prepares the way for that knowledge of God which gives light and strength and the uplift without which you can not make good homes or develop strong citizens.

LET AMERICAN INSTITUTIONS DO THEIR WORK FOR INDIANS.

Our discussions here are fraught with the many interests which attach to the varied problems of sociology. Questions of penology and reform come up here. Questions of scientific ethnology are involved in the tribal differences which we must consider. Fifty or sixty tribes, at various stages of progress from savagery to civilization, are before us. So keen is the interest attaching to the scientific study of certain of these phenomena of barbarism, that at times we have to meet strong opposition to the work of civilization and Christianization from intelligent men and women who wish to keep the Indians where they are, as objects of investigation and study for the ethnologist. They would keep the Zunis in their savagery and their superstition for the sake of studying those superstitions. We recognize the deep ethnological interest felt in these researches; but we remember that these Indians are human, are men and women who should be lifted up toward God, one by one. Neither for purposes of scientific study, nor to furnish positions to which friends of prominent politicians may be appointed, should such conditions of paganism and pitiable barbarism be continued and perpetuated. Too many experiments have been suggested; too many 'prentice hands have practiced upon Indians! The old scientific maxim, "*fiat experimentum in corpore vile,*" seems to have prevailed; and experiments have been tried upon Indians as the *corpus vile* for too many years! They must neither be left to themselves, nor subjected to debasing conditions. But their civilization and their Christianization should go forward by the means and measures which have lifted other races: by the public school; by the invaluable schooling of property held and used, and if needs be, wasted, until they learn the meaning and the value of property; by the home; by the helping voice of the missionary and the Christian teacher; by the stern schooling of hunger if they will not work—when conditions of practical self-support are arranged for them; by the admission to the domain of American law and order, to American public schools, American citizenship. Pauperization by the issue of rations not needed must be speedily stopped. Healthful conditions must be insisted upon, if needful, by enforced vaccination, by forcible destruction of pueblos cursed by plagues and dirt and unfit for occupation. And the incorporation of the Indians with the great body of our other citizens must be hastened, with such helps and safeguards (and only such) as shall really further the speedy winding up of Indian life as barbarous life, the early discontinuance of a separate Indian bureau and a peculiar Indian administration. We are for a vanishing policy in Indian affairs—a policy that shall press Indian peculiarities to the vanishing point, and shall speedily give to all Indians the laws, the privileges, the schools, and the opportunities which are good enough for all other American citizens, and are good enough, and none too good, for Indians!

IN WHAT SPIRIT AND BY WHAT METHODS SHALL AMERICANS DEAL WITH THE LESS-FAVORED RACES?

There never was a time when our deliberations had a more far-reaching influence. We are called in these last years, by the new and expanding life of the nation, to deal with many of the less-favored races. All the evidence which we have so far given to the world as to our fitness for such work, as to our ability to deal with inferior races, is summed up in our dealings with the Negro, the Indian, and the Chinaman. It would hardly become us to boast too loudly, upon this evidence, that we have been chosen as instruments to inculcate ideas of justice and to establish social sympathy and good government among less-favored nations. And yet I have entire faith that we shall do that thing. Justice and humanity and Christianity will follow the flag wherever it has gone—wherever it may go. But this can not be the result of a public service at home or in our remote possessions, which is conducted upon the principle that our public offices are plunder, that "to the victor belong the spoils." Never was there a time when it was so manifest that if the Republic is to live and do its work it must be by the establishment of even-handed justice, the outcome of enlightened political methods, and of Christian sympathy and forbearance, in adapting our institutions to less-favored races. There must be the steady application, in the new conditions of colonial administration, of the great principles of civil-service reform.

OUR CIVIL SERVICE MUST BE GREATLY IMPROVED.

These principles have been so far applied to the Indian service that, when we must, we can now face a change of the party in power (as we could not formerly) without fear that the service will be utterly ruined. Then we felt that everything

gained by experience in agency, school, and administration, would be swept away. Now we can hold in place some of the best men and women, whatever their party. I have visited agencies this summer where there have been two to four agents within the year. We know the disastrous effect of frequent changes. The appointment of agents (above all others in the service) should be put under such regulations as to insure high moral character, good business habits, and permanent tenure for capable men, that experience may be of use to the service. The type of man too often appointed by the present system (and this is quite as true of army officers as of civilians) is such as to make hopeless all efforts at civilizing the Indians under his rule. Many good and capable agents are in the service. But these last ten years have seen too many on the list of agents who have been totally unfit for the work. Who can testify to the results of civil-service reform, and to its need, so wisely as we can? We must stand for this reform, and for a vanishing policy with regard to the agencies.

A VANISHING POLICY IN INDIAN AFFAIRS.

There has been great progress in the fifteen years since I first came to one of these conferences at Mohonk. In many points I could see this progress in the field this last summer. I drove through several hundred miles this summer in the Indian country, sometimes going from tepee to tepee, from village to village. I talked with the Indians, and I saw what their homes, their farms, and their herds are like. I can see progress in many ways. We are within sight of the end. We are for a vanishing policy. And one of the difficulties of our work lies in the fact that we justly wish to make the Indian service as good as if it were to be perpetual. We must be on our guard against measures, otherwise desirable, which would of necessity tend to perpetuate the system indefinitely. I think more highly of the effect of the goodly institutions of our average American States and counties upon the children of the Indians now living than I do of any Indian bureau or administration which we might build up to keep them perpetually Indians, even if good Indians. Make them Americans! The separate Indian service should soon go. It ought to disappear within ten or fifteen years. Certain treaty funds must be administered, and the schools must be cared for; but after ten or fifteen years there should be no Indian problem that can not be managed without agents, and without much of separate machinery.

With hope and confidence let us address ourselves to the work of the conference.

The following resolution, offered by Dr. Dunning, was unanimously adopted by a rising vote:

Resolved, That this Seventeenth Lake Mohonk Indian Conference deeply regrets the absence of Mrs. Smiley, whose gracious welcome has been to us in previous years the pleasantest experience of our annual visits. We pray for speedy and complete recovery, and assure her of our abiding sense of her noble hospitality and friendship.

By unanimous vote this resolution was telegraphed to Mrs. Smiley, at Poughkeepsie.

Mr. Smiley thanked the conference for the kind message to his wife.

The order of business for the day was presented by Dr. Foster, of the business committee. The first business was the report of the committee appointed last year to look into the defects and abuses of Indian administration and report. This committee consisted of Dr. Lyman Abbott, Gen. E. Whittlesey, Hon. Darwin E. James, Gen. T. J. Morgan, Dr. W. H. Ward, Mr. Frank Wood, Mr. S. M. Brosius, and Mr. Philip C. Garrett, chairman of the sixteenth conference. The report of that committee was prepared and read by Mr. Garrett.

On motion of General Eaton the report was received and the subject was thrown open for discussion. Two hours were given to the discussion, the following gentlemen taking part in it: General Eaton, Dr. Frissell, Mr. H. M. Jenkins, General Whittlesey, Mr. Herbert Welsh, Hon. Henry L. Dawes, President C. F. Meserve, Mr. A. K. Smiley, Hon. Darwin E. James, Mr. Garrett, Mrs. A. S. Quinton, Mr. J. E. Greene, President W. F. Slocum, Mr. E. M. Wistar, Dr. Addison P. Foster, Mr. James Talcott, Rev. W. M. Wellman, and Mr. Frank Wood.

It was then unanimously voted to recommit the report to the standing committee, to be reported again at a later session with the omissions and changes that had been suggested by the different speakers.

Adjourned at 1.15 p. m.

Second session, Wednesday night, October 11.

The evening session was called to order at 8.15 p. m. by President Gates, who said that he had great pleasure in introducing one who had a warm heart for the Indians and whose aims in Indian work were the same as the conference—Hon. Wm. A. Jones, Commissioner of Indian Affairs.

Mr. Jones gave the following address:

WHAT HAS BEEN DONE DURING THE YEAR.

By Hon. Wm. A. Jones, Commissioner of Indian Affairs.

During the summer and for the last month my absence from the office has prevented me from looking into the annual report and making an abstract of the work of the year that would interest you. But I have had some memoranda made, from which I will give you some facts; but I did not come here to enlighten you who have spent a lifetime in studying the Indian problem. I came to learn and to find out what I ought to do.

The first item is appropriations. The appropriations for 1900 are about half a million less than for 1899. Last year we did not ask for as much as we received. Appropriations, like everything else, are tainted with politics. A politician wants an Indian school built in his neighborhood. He appears before the Indian Committee and asks for an appropriation of twenty-five, fifty, and sometimes even for a hundred thousand dollars for that purpose. Some of these are honest in their requests, and have the good of the Indians at heart; but many of these appropriations are secured to gain some political prestige. Education is the only hope of the Indian. You can feed an Indian till doomsday, give him rations, keep him without work, and you will be no nearer solving the Indian problem than you are to-day.

During the year some small agencies have been placed under school superintendents, and, in my opinion, to the great advantage of the service. I am a thorough believer in that policy. I believe it is the only true policy. Those agencies now cared for in that way are the Eastern Cherokee, Grande Ronde, Hoopa, Mescalero, Puyallup, Round Valley, and Western Shoshone.

It will hardly be in good taste for me to discuss the qualifications of the Indian agents whom we have, but I will say this without any fear of contradiction, that as a class the superintendents of Indian schools are far better qualified to take care of the Indians than the average agent that we have.

Connected with the educational part of the work the office has 25 nonreservation schools, 76 reservation boarding schools, and 142 day schools. It has had contracts for enrolling 359 pupils in 36 public schools, and 326 were thus enrolled; but the average attendance was only 51 per cent, which goes to prove that the effort made to get the Indian into the public schools of the country has been a failure. I presume when the policy was established it was thought that the inducement of \$10 per quarter for each child would fill the schools with Indian children; but, as I stated, the results show that only 51 per cent of those enrolled are in attendance.

The amount allowed for contract schools during the current year 1900 is \$59,822—50 per cent less than last year. This is divided among 26 Catholic and 1 Protestant (Episcopal) schools. There are 18 boarding and 3 day schools that do not receive Government aid, except the issue of such clothing and rations as the children would be entitled to in their homes. All but 3 are supported by Protestant denominations. As you know, the Protestants refused Government aid when the policy to do away with the support of denominational schools was declared.

The enrollment in Government schools was 20,712. Of these 6,880 are in non-reservation boarding schools; in reservation boarding schools, 8,881; in day schools, 4,951.

In contract schools there are 2,510, divided as follows: Boarding schools, 2,468; day schools, 42. In public schools there are 326. In mission schools supported without Government aid are 1,079 boarding and 182 day pupils. Adding to these 393 at Hampton and Lincoln, we have a total enrollment of 25,202, with an average attendance of 20,522.

The Government schools show an increase for the year of 813 in enrollment and 553 in average attendance. In most of the private or denominational schools there is a slight decrease. These figures do not include schools among the New York Indians, nor those among the Five Civilized Tribes. A great deal of work has also been done in the way of improving school plants, the estimated value of which is three and a half million dollars.

The Indian School Institute, held at Los Angeles in connection with the National Educational Association, was unusually successful. The interest and enthusiasm shown was very gratifying.

Of the 2,562 employees in the Indian school service, 1,160 are Indians, about half being pupil assistants.

During the year 2,773 allotments have been made and reported to the Indian Office and 1,112 patents have been issued.

The agreement between the Lower Brule and Rosebud Sioux has been ratified, and the Lower Brules who removed to the Rosebud Reservation will be allowed to remain there.

The leasing of Indian allotments and of tribal lands continues with some advantage and much disadvantage to the Indians. It has not been a success, though the leasing of tribal lands has been more successful than of individual allotments. The time limit has expired in some tribes, and they are authorized to alienate part of the land, and many have taken advantage of that privilege.

The smallpox, as you probably know, raged with unusual severity among the Moquis and other Pueblos, many dying before anything could be done for them. Some of them steadily refused help from the whites, and we were compelled to go in with force and ask the army to help us fumigate their huts in order to stamp out the disease.

Twenty-two sections have been added to the Seminole Indian lands in Florida.

The Chippewa timber-land trouble is in a fair way to be settled. I think we will obtain from Congress a settlement in regard to the cutting and selling of timber and pine land which will be as satisfactory as we can expect, although it is not what we ought to receive by any means. Those people have suffered greatly, as you heard through Mr. Gilfillan last year. The estimating of timber has been suspended, and the Indians will receive approximately what they ought to have had in the first place.

INDIAN TERRITORY.

The Interior Department, under the Curtis Act, has assumed control over all educational matters among the Five Civilized Tribes, except the Seminoles. John L. Benedict, of Illinois, has been appointed general superintendent of schools in the Indian Territory, and under him a supervisor of schools for each nation—E. G. McArthur, of Minnesota, for the Choctaws; Benjamin S. Coppick, formerly superintendent of the Chilocco School, for the Cherokees; Calvin Ballard, of Illinois, for the Creeks; John N. Simpson, of Wisconsin, for the Chickasaws. Their investigation has developed a deplorable state of affairs—nepotism, incompetency of school officials, and misuse of school funds, a low grade of scholarship, and but little industrial training.

The Four Nations have had 24 boarding schools, including orphan asylums, and 365 neighborhood day schools. The Seminoles have 2 boarding and 2 day schools. The Chickasaw Freedmen have no share in tribal school funds, the Choctaw Freedmen only a very small share, and 40,000 to 50,000 white children are almost without schooling.

The agreement made by the Five Civilized Tribes Commission with the Choctaws and Chickasaws was ratified by these tribes last fall, but the agreement with the Creeks was rejected by them. Subsequently the Creeks made another agreement, and the Cherokees also finally entered into an agreement with the commission, but neither was ratified by Congress. Consequently the Creeks and Cherokees are under the operation of the Curtis Act; the others, also, so far as it does not conflict with their agreements, which, among other things, provides that their tribal government shall continue eight years from March 4, 1898.

In administering Indian Territory affairs under the Curtis Act during the past year many questions have arisen and a few decisions have been made. All Indian Territory matters have been placed under the immediate supervisory control of Inspector Wright, except those under control of the Dawes Commission. A number of mining leases have been made in the Indian Territory for asphalt, coal, etc. Royalties on coal and asphalt in the Cherokee and Creek nations are now collected by the United States agent. White residents are also taxed for the benefit of the nation for the privilege of doing business in the Territory and to carry on their vocations. Lawyers, physicians, and others have taken the ground that the imposition of a tax on their business by tribal authorities had become invalid, but a decision has been rendered against them and establishing the validity of such taxation by the tribes.

The Assistant Attorney-General for the Interior Department has decided that the Dawes Commission has such exclusive jurisdiction over the question of citizenship in

the Five Tribes that it may exclude or admit persons to citizenship without reference to the wish or action of the tribes themselves. The enrollment by the commission has been decided to be subject under the Curtis Act to the approval of the Secretary of the Interior. It has also been decided that Mississippi Choctaws who settle permanently in the Indian Territory may share in the common property of the nation except in the annuities.

In the preliminary allotments of land the Creeks are allowed 160 acres each, the Choctaws and the Chickasaws 240 acres, and the Cherokees 80 acres. Appraisers are at work appraising the lands preliminary to allotment. Under the act a person occupying more tribal property than would be included in a pro rata share for himself, wife, and children is subject to punishment.

Mr. SMILEY. How many reservations could be given up, and how soon?

Mr. JONES. In regard to the continuance of the Indian agencies I believe the reservation system is wrong in principle and vicious in practice, and ought to be done away with as soon as possible. In some agencies matters are somewhat complicated and it will not be practicable to do this at once, but there is no reservation that ought not to be surveyed and allotted as soon as possible. It would be an advantage to the Indian and a long step toward solving the Indian problem. But we are peculiarly situated. Although the office has advocated this for a year and a half to my knowledge, and urged the agents to persuade the Indians to accept allotments, I am sorry to say that some of the best agents are absolutely opposed to it—why, I do not know. Some of the strongest arguments in opposition are sent in by agents; but I believe that the sooner this is done the sooner you will be able to dispense with the Indian bureau.

Mr. SMILEY. Why do people generally want the agencies continued?

Mr. JONES. I do not know, but I can make a guess. I think very many in the neighborhood of the agencies want the pickings. Many cattlemen, especially in the southwest, do not want them done away with because they pasture hundreds of thousands of head of cattle on them. As soon as the reservations are allotted they will be unable to do this.

Mr. SMILEY. How about the employees in the Indian office?

Mr. JONES. I believe we have as efficient a lot of employees as any bureau in the service. I can not believe that they want them kept in that condition in order that they may keep their positions; at least that has never developed to my knowledge.

Mr. SMILEY. How about rations?

Mr. JONES. On general principles, I believe the issuing of rations has been a curse to the Indians, and the sooner it is done away with the better. There is no doubt but that there are many instances where it is necessary to continue this custom. Agents generally are in favor of continuing the ration system, as it makes them popular with the Indians. Not only are they in favor of issuing rations to the Indians actually residing upon the reservation, but they send in their estimates covering the entire number enrolled, very many of whom are children attending the Government nonreservation schools, where they are cared for out of another fund.

With the aid of the agents the question of rations would be comparatively easy to solve. At one time at the Pine Ridge Agency the rations had been gradually reduced to about one-half of the regular issue; but during the Sioux outbreak, in order to placate the Indians, full rations were again issued, and no effort has been made since that time to cut them down.

Mr. SMILEY. Would you have superintendents of Indian schools put in charge if the agencies were abolished?

Mr. JONES. Some of the reservations might be too large, but I would build more schools; and if the reservation were cut up into smaller communities the superintendent of those schools could take charge each of his portion, and the result would be the best thing possible for the Indian.

Dr. CUNNINGHAM. Are the Indians decreasing or increasing?

Mr. JONES. We call everyone who has any Indian blood an Indian. We have hundreds and thousands who are mixed bloods. That element is increasing. The full-blood Indians in many tribes are decreasing. The Indians as a whole (those who hold relation with the Indian bureau) are increasing, but the increase is largely in the mixed-blood element.

Major BRIGHT. What State is there outside of New York that has Indians whom it supports?

Mr. JONES. I do not know of any State. Iowa has turned over the jurisdiction of Indians there to the United States Government.

The following report of a committee appointed by certain missionaries working among the Cheyenne and Arapahoe Indians was presented by General Whittlesey:

REPORT OF COMMITTEE OF MISSIONARIES.

To the Convention of Missionaries and Others Working among Cheyenne and Arapahoe Indians:

The committee appointed to consider "What steps can be taken to avoid pauperizing tendencies and to prepare these Indians for the time when rations shall cease" would report as follows:

In order to ascertain the views of others having had experience in dealing with these Cheyennes and Arapahoes, the following inquiries were made of various missionaries and Government employees:

QUESTIONS.

1. Name what, in your opinion, are the chief pauperizing tendencies in the present methods of dealing with Cheyennes and Arapahoes.
2. The remedy. What steps should be taken?
3. How soon ought rations to cease; gradually or suddenly?
4. If gradually, how to be arranged?
5. How should the old and infirm be provided for?
6. What industries can you recommend that are (a) paying, (b) suited to Indian tastes, and (c) adapted to their condition?
7. How can these Indians be started in the industries that you recommend?
8. Any additional suggestions.

To the first question the replies received are practically unanimous that "the chief pauperizing tendency is the method now in vogue of issuing rations to them."

As to the remedy, while some would discontinue rations at once except to the old and infirm, others would advocate a year of preparation, the Indians to have clear and official warning that rations will then cease.

As to how the old and infirm should be provided for, the opinions given differ more widely. Some would advocate the issuing of rations to the old and infirm, while others advocate that a "home" should be provided—either at the agency or at some central location—where all aged and infirm should be free to go, and be supported under the direction of Government employees.

As to industries, farming and farm-stock raising are recommended generally as essential to the progress of these Indians, as is being attempted at present. Some, however, lay stress on the importance of getting these Indians started in stock raising, especially cattle, and believe that greater success can be attained by cattle raising than by any other means of self-support.

The committee believe that a radical change in the present methods is essential to any marked progress in industries of any kind. As one has said, "Cutting off the rations would supply the most powerful incentive for pursuing these industries."

The committee feel that these Indians have in reality been greatly wronged in that they have been so grossly pauperized. Under such conditions it is very difficult to make out of any person so grossly pauperized either a good citizen or a good Christian. It is very difficult to build up a noble, manly character.

The committee, therefore, recommend: First, that steps should be taken by those in authority to totally discontinue at an early date the present method of issuing rations, of which action due notice should be given. Second, that there should be provided at Government expense either a "home" for the aged, the infirm, and the sick, where they may be cared for, or else some other means be provided for caring for them, and in which they shall be carefully guarded from imposition by other Indians. Third, that greater encouragement should be offered to these Indians by the Government to get them started in various forms of live-stock raising.

With the withdrawal of rations, the committee would suggest that the money hitherto spent for rations might for a few years be wisely expended in the purchase of supplies to start these Indians in the various forms of live-stock raising. Chickens and turkeys (and in some cases ducks and geese) could be raised by these Indians. The returns from these would be quick, while investments in cattle and hogs would yield more profitable returns. The committee urge the importance of making these Indians dependent on their own efforts, not on the gratuities of the Government, the rent money from the lease of their lands, nor the gifts from missionary societies.

Respectfully submitted.

D. A. SANFORD,
MARY E. LYONS,
J. L. KING,

Committee.

NORTHERN TRIBES AND CATTLE HERDING.

President GATES. I have in my hand a memorandum of the names of certain Indian chiefs and leading men with whom I attended a council at the Blackfeet Reservation in Montana last August: White Calf (the old head chief of the Blackfeet), Little Plume, Wolf Tail, Shorty Whitegrass (these three, judges of the court of Indian offenses); Medicine Owl (captain of police); Eagle Child, Cut Finger, Arrow Topknot, Dick Kipp (these four, policemen); Jim Whitecalf, Rides to the Door, Young Eagle, Makes Cold Weather, Old Person, New Breast, and Mad Wolf.

In the council we considered, among other things (and at the request of the agent, Major Logan), the terms of an early treaty by which a common hunting ground was to be held open to several tribes for joint use, adjoining the lands set apart for the Blackfeet and Piegans. The establishment of thriving settlements and towns upon these old hunting grounds had led to a hope on the part of some of the members of the tribe that the Government might be held to owe the Indians some compensation for these tracts, no longer of value as hunting grounds, but no longer "open" to the Indian tribes mentioned in the treaty.

While careful consideration of the language and purport of the treaty did not seem to me to warrant such hopes, the discussion of this question brought out in a most interesting way both the native force of character of these older Indians and their sense of helplessness as they faced the new conditions of a more civilized life, surrounded as they are by white settlements and white ranchmen and cattle herders. Most interesting was the conviction of the younger and abler men that more cattle for herding should be sought by them, and less of rations and perishable supplies; and that they must steadily look to self-support by cutting and curing hay, by greater care of cattle, and by more care for the education of the young.

The opinions expressed by the leading Indians at this agency and at the Fort Belknap and Fort Peck agencies give me the strong hope that if the new agreements with these great Montana agencies are made and carried out by the Secretary of the Interior and the Commissioner of Indian Affairs in the spirit of strong pressure toward education and self-support (in place of the pauperization of whole tribes by issuing rations, which put a premium on laziness), we shall see a marked advance among these northern Indians, hitherto slow in their march toward civilization. A climate and a soil unfit for agriculture (with snow lying on the agency gardens sometimes until late May or June), together with natural pasturage and wild hay lands among the best in the world, seem to point to carefully systematized cattle raising as the path to productive industry for these Indians. And this can be pursued by them, not as nomads, but from settled homes, while education for the children, and such agriculture as climate and water supply allow, go forward about the houses they are rapidly building and are learning to love as homes.

While at this Blackfeet Agency I attended a session of the court of Indian offenses, and took some lessons in Indian methods for the administration of justice. There is not so much of dignity of bearing and orderly procedure, nor a quarter so much of mingled justice and kindness, in the ordinary sessions of our police courts in the great cities of our land. I am convinced that it lies with us whether or not we will continue to feed and pauperize these tribes. The wisest Indians have learned to dread "rations." To my intense delight the younger and more progressive men (and, in several cases, men who had not been in the East at school) said: "We want to see our people have less of rations, less of store supplies. Give us help in the way of more and better cattle immediately, that we may increase and improve our herds."

And this brings us to the subject of Indian industries; and who can speak upon this subject with more sympathy and knowledge than can the teacher of the Indians in their new manufacture of lace and pottery, Miss Sybil Carter?

Miss Carter was invited to speak on

"INDUSTRIES FOR INDIANS."

Miss SYBIL CARTER. Nothing has gratified me more to-day than to hear Dr. Gates say that, while he had long been interested in the Indians, he had never been more touched than when brought face to face with them on the reservations. When we go among the Indians we begin to feel that we want to do something for them, and there is nothing better than to give them work. I began in my own industrial work among them by gathering twelve women together and teaching them to make lace, as I did not know how to make anything else with my own hands. I have now eight lace schools, and dispose of the lace that is made by the women.

Now, about the pottery, which I think we ought to call the Smiley pottery. I have great pleasure in saying that I believe it is going to be a success. I have a teacher, Miss Ford, in Laguna, N. Mex., who understands the business thoroughly.

A gentleman came to me to-night and said he was going to double his subscription of last year because he had read a letter from that teacher. The shape of the pottery which the Indians make is all right, but they have never had any glaze, and the articles are very brittle, so that they are not marketable. When we had the \$1,500 subscribed last year I wrote to this lady, who knows all about putting on glaze, and she responded at once. But if you are going to do anything for the Indians look out for delays. And look out, too, for holes in your pocket, for the money goes so fast. To refer again to my lace work, when I was going to start that I told Bishop Whipple that I must have \$3,000 to start with, and I would take a month to raise it and then I would come to Florida for rest. I went to work, and at the end of a week's time I telegraphed to him: "Three thousand dollars in bank; take 9 o'clock train for Florida."

When I began my work I took my \$3,000 and I spent it. It went like water, but oh, what I did with it! I founded six lace schools in Minnesota. I had to patch up an old log house and get things from all over the country to make it habitable for my teachers, and then I had to teach them the lace making. But those Indians needed just that help. We have to have patience with them and with each other and with ourselves, for there are problems beyond anything that we can foresee when we begin.

To come back to the pottery, the money raised last year is all gone. It has been spent well. We have a kiln; there are photographs of it here. It is an established fact. But there have been hindrances. At first this lady could not get into that part of the country on account of smallpox among the Indians. When she finally got there the old Indians said she could not have land. The young Indians, however, wanted her. It took weeks and months to settle about that, and the Indians were so vacillating that there was no use in trusting them. Then she tried to get some land from the Government; but before she got her answer from Washington she had an offer of some land that belonged to the railroad, and they have agreed to let her have that for \$5 a year. The kiln is only a little thing, but it is the pride of the community. The railroad men and the Government officers who are there are interested in it. When it was done she said one day to the Indians, "Do you see how nice and shiny this teacup is? Well, I am going to teach you to put that shine on your beautiful pottery." And they grunted and said, "Very ugly; all white." She saw that it was hopeless to make them understand by description, so she took one of their old ovens that was meant for soft firing and fixed it up so that she could fire a few pieces with the glaze. The pieces were crude, but the glaze was right. When she took out the first cup and showed it to the Indians then something wonderful happened. When the most intelligent young Indian saw the cup and took in what the glaze was, he leaped up into the air and began to scream. She thought something terrible had happened, and she asked, anxiously, "What is the matter?" "Now I know," he cried; "now I understand; Indian make money now; have plenty to eat, have plenty to wear." Oh, I would like to have seen that Indian jumping up and down! I would like to have seen one enthusiastic Indian, just one, in my lifetime! Sometimes people think I am a bundle of enthusiasm—and perhaps I am—but I get a wet blanket every time I go to a reservation. Here, now, is the cup [exhibiting a rude cup with simple decorations, but with a fine glaze]. Although it is crude, the glaze is there. When that was done before the proper kiln was built you must think that that teacher is a plucky, bright woman.

Yes, industry is what the Indian wants. When you ask what will you put in place of rations, I say put an industry. When you ask what will you do when you take away the reservation, I say get them started to work. I am thankful that for thirty-five years I have earned my own living, and that the Lord has let me do it. I believe I should not have been happy if I had not been able to work. The men are willing to work and so are the women. I tell you it is a pitiful thing to be an Indian woman in cold Minnesota, where it is so desperately cold in winter. But when I am among them and see them making this dainty lace, fair enough to give to a queen—and some of it was given to Queen Victoria by Bishop Whipple, and she was delighted with it—and when I see that we are going to give pottery making to men for another industry, I feel as though I had lived to see a change in the Indian country.

Mr. A. K. SMILEY. I have been very much interested in this. If Miss Ford had not been a good Christian woman she would have given up long ago, for she has had the greatest difficulty in accomplishing anything. She shows that she is capable of doing this work by her pluck and by what she has already accomplished. She is the woman to stand there and manage it, but she has not been paid a salary, and we must have some money, or else the whole thing will have to be given up. This place, Laguna, on the Santa Fe road to California, is the right place for an industry, and it ought to be maintained.

MISS CARTER. It is necessary that there should be rooms for the teacher. At present she has to board a long way off, and if a room or two were built by the kiln she would be glad.

Mr. Smiley then invited those who were interested to subscribe for the continuance of this work. In a half hour the sum of \$2,000 was subscribed.

MR. SMILEY. I thank you most heartily for keeping up this most important Indian industry. It will do a great deal for the Indians, just as Sybil Carter's lace industry has done.

Hon. Darwin R. James, chairman of the Board of Indian Commissioners, was invited to speak on the Indians of the Crow Reservation.

THE CROW RESERVATION.

By Hon. Darwin R. James.

I am quite in sympathy with the proposition to abolish the system of rations as fast as it can be done under existing treaties, provided some arrangement is made for the proper care of the aged and infirm poor and other unfortunates. Take, for instance, the Crows, whose reservation I visited last spring, and where the rations system is not so obnoxious as among some tribes.

The Crows are making a good deal of headway in agricultural pursuits. They have an immense reservation, almost equal in size to the State of Connecticut, with only two thousand Indians upon it. Within a few weeks, however, a treaty has been made with them by a commission appointed by Congress, under which treaty, if it is ratified, they will sell to the Government 1,100,000 acres of land at the price of \$1 per acre, so that the area will be largely reduced.

If the sale is consummated a large sum will be added to the amount already to their credit in the Treasury Department at Washington. Much of the reservation is under lease to cattle herders, from which source they also receive considerable revenue. Through the sales of hay during the last two winters to these same cattlemen they have also received many thousands of dollars. Apparently they raised more wheat than was needed during the last two years, for the agent was proposing to sell to the Government some of the flour for which it was advertising for bids, and the agent actually went to Chicago to meet the Indian Commissioner, who was there to open bids for Indian supplies. The agent and myself traveled in company from the agency to Chicago, I being en route homeward. It may be remembered that the Crows have a flour mill, run by steam, which was erected while Captain Watson was agent. In view of these facts it would seem that the rations system might be abolished upon this reservation. Practically it is largely so, if it ever existed to any great extent (I am not disposed to think it ever did), for the Crows have never been in open conflict with the United States. Small allowances of beef, flour, and other articles are regularly doled out to certain of them; and the picture is presented of Uncle Sam giving doles of flour on one hand, and on the other buying the surplus flour of the tribe, ground from wheat of their own raising, in their own flour mill.

Government furnishes farm wagons, tools, mowers, etc., as is customary, and yet the receipts from sales of hay during the last two winters run up into thousands, and many of the Indians harness their Indian ponies to spring wagons when they drive to the agency for their doles or to make purchases at the stores. The agricultural pursuits of the Crows will be greatly developed when the irrigation system, planned by Engineer Graves, and which is in process of construction, is completed. The plans are broad and comprehensive, and much of the work is done in a very substantial manner, particularly that at the point where the large ditch takes its water from the Big Horn River. The supplies of water are drawn from the Big Horn River, the Little Big Horn, and other smaller streams which discharge into these rivers. The entire cost has been met from funds to the credit of the tribe at Washington, and at their recent Council they voted a further appropriation of \$400,000, which will complete the immense undertaking.

The allotting of land to these Indians, which was entered upon several years ago, was discontinued after work for irrigating the valleys was started, as the Indians were wise enough to see that they wanted their sections of land where there was irrigation. Meantime the farm work is a sort of communal affair; they work in large groups, when the season is on, under the direction of an assistant farmer. It is a vicious system, and it seemed to be the consensus of opinion that the Crows have been, during the last few years, making progress backward rather than forward. The Crows, with all their advantages, drew my deepest sympathy, for their progress and all their plans were for material things; nothing higher. With some exceptions the young men who had been educated in the East, where some had occupied prominent

positions, one having been a vice-president of an Indian Young Men's Christian Association, were not helping forward in the efforts of the missionary who was laboring upon the reservation or the earnest, hard-working teachers. I talked with them freely upon this and other subjects. Of the school work one could speak with enthusiasm. This part of the work was hopeful; the teachers were of high class, and were diligent and faithful; some were enthusiastic. The kindergarten was a sunny spot; the calisthenic exercises taught by a Carlisle graduate were interesting, and an excellent thing for the scholars. The recitations were good. Some of the teachers with the faithful missionary were zealous in looking after the spiritual interests of the scholars through Sabbath school instruction and religious services. At the St. Xavier Mission the boys and girls in the school had learned to use their voices, and were not afraid to read and speak in tones loud enough to be heard, which is not the usual thing in the ordinary Government school. I hope the chairman will overlook the fact that I have diverged somewhat from the text with which I started, and got in more or less about them in a general way.

Mr. Herbert Welsh was asked to report from the field.

THE RATION SYSTEM.—A REPORT FROM THE FIELD.

By Mr. Herbert Welsh.

I went out last spring with Bishop Hare and my daughter and made a camping-out trip in May and June in a country very familiar to me, the Sioux Reservation in South Dakota. We went from the Missouri River through what used to be the Lower Brule Agency, now thrown open to white settlers, over to the Rosebud Reservation, traveling in wagons and on horseback, and camping out to get a better view of the Indians and the conditions in which they are living and to come into closer contact with them. I was deeply impressed with the great advance made in the educational line since I was there six or seven years ago.

At Chamberlain we first visited a large Indian Government boarding school on the Missouri River. The gentleman in charge of this school, Mr. Flynn, impressed me as a man of great activity and force of character. He has shown great vigor in developing the material features of the school. About 63 pupils are enrolled there. The school can accommodate 75. There are admirable quarters for the children. We did not see much of the school work. The whole appearance of the place impressed one with its vigor. Here is one of the instrumentalities for bringing the Indian away from the ration system, one of the means by which character is created, and in which industrial training is given by which he can help learn to support himself.

In all this journey, in talking as I did with teachers, with missionaries, with agents, I think I may say that the universal impression conveyed was the great importance of some definite system being adopted by the Government which would lead as quickly as possible to the conclusion of the ration system. I can only transmit to you the impression which these teachers and workers gave to me, that the ration system is a curse and opposed to everything that makes for progress. One superintendent said that after the boy and girl have learned what the school has to teach, when they go out they go where Government puts food into their mouths. I am aware of the difficulties of putting an end to the system. They are tremendous. Some point to treaties which seem to warrant a continuance of that system. Grant the fact that these people have been long dependent upon this food supply, the fact remains that any incentive to self-support is largely taken away. I know that Bishop Hare, who is one of the noblest of men, and one of the most intelligent students of the Indian question, and who for twenty-five years has been in close contact with them, feels this profoundly, and feels the necessity for telling the Indian, in words that shall not be taken back, that this system is going to be overthrown. Of course it must be done by some gradual change. The method of reduction must be carefully graduated to the needs of different tribes. I do not wish to outline any particular method, and yet I believe it can be done, and nothing was so borne in upon my own mind during this journey as the necessity for doing this thing. The Indian must be put face to face with the knowledge that during a coming period of years this system will diminish and then close. I do not believe any one thing would stimulate more toward progress than that.

We went to the Rosebud Reservation, having a chance to see—what is an important matter in this Indian question—the character of the people brought in contact with the Indians by white settlement. And here was a cheering thought to me. Very often there may be a bad class of population, but on this trip we saw many good immigrants—Scandinavians and others, a very excellent class of people. I

remember in our crossing the White River, which is treacherous and disagreeable to cross on account of the sudden rising of the stream, we had to get assistance to get over. We found there a Norwegian family—a Mr. Havergaard, his wife, daughters, and sons. It was an ideally good family. Mr. Havergaard was a physician as well as a trader. He had a store, and I learned that he was a very earnest Christian man—a Lutheran—and he spent much time and effort in ministering to the needs of the Indians. His family were admirable people. We had an illustration of their hospitality. They took great trouble in getting us across the stream, and would not take any compensation. Here was a man working not only for his own welfare, but for the welfare of the Indians.

We went to the Rosebud Agency and visited a number of day schools on the way, and saw the Government boarding school at Rosebud. When I was there before it did not exist. It is under the charge of a first-rate superintendent, Mr. Cox. It fills one's heart with delight, along with so much that is discouraging, too see such a school full of pupils and with an excellent corps of teachers. One feels that great strength has developed in the Government's line of work. It makes some of the mission schools feel that they are being thrown into the shade, and that perhaps their days are drawing to a close.

A pleasant impression was made by the agents, Dr. McChesney and Captain Clapp, at Pine Ridge, one a physician and one an army officer. Both have had experience with Indians. Both are gentlemen of high type, and I think we are fortunate in having them. At Pine Ridge we touched the wilder class of Indians. Here the ghost dance had its rise and the outbreak took place. Many of the Indians are still wild, or have made little advance toward civilization. In the old times when I visited that country, there was some talk of farming, but most of those who tried it have given it up as a bad job. I think the impression is that cattle raising is the industry that the Indians will have to look to for their support.

After spending a little time there I paid an interesting visit to the Government day schools. I was told that there were 32 under the charge of Mr. Dew, who bore strong testimony to the benefit of civil-service reform. He made this remark in my hearing, without my having said anything to elicit it: "I came in through the spoils system, and I am free to say when asked whether I would not prefer to select my own teachers that I very much prefer to have them as they are, under the civil-service system; that I believe the selections are better made than I could myself make."

We visited four or five schools, and here again I was impressed with the character of the teachers. In one school was a young man with his wife from Kansas—excellent people, earnest, full of zeal. We spent the greater part of the morning watching the work in their school. The day school accomplishes some results which no other school is able to do. Each school has its own work—the day school, the reservation boarding school, and the nonreservation school. The representative of each system naturally thinks his own work the most important; but there is no question the day schools are doing a magnificent work in bridging the gulf between the wild, uncivilized Indian parent, controlled by the old ideas, and the civilization to which we want to bring them. These children come in contact with earnest Christian women who live in a clean, well-managed house, with nice cooking, though simple, and the children flock around there. The contact is constant, and they carry the influence into the camp. A teacher told me of one poor Indian woman who said she wished she could have a table where they could eat, because her boy went to the school and they had a table there, and he wanted one at home. You feel that it is the very beginning of civilization. These children do not know anything about civilization. They do not know how to take care of themselves in the simplest points. At one of the schools a number of boys asked permission to go in swimming; it was granted, and when they came back they had their coats buttoned round them, but water seemed to be dripping from their shirts underneath. The teacher noticed it, and found that they had been in swimming without removing their shirts, so that when they came out they had simply put their jackets on over their wet underclothing. By such acts of carelessness they get severe colds.

Then look at the improvidence of the less civilized Indians. They get their rations at the proper time, once in so often, and then they often eat them up and have nothing. A teacher told me that if it were not for the midday meal, coffee, and a roll, that they give to the children, again and again they would go all day until evening without food. Those are the things that you have got to consider in the management of these people. You see how simple, too, is the character of the teaching. It is through the educational system that the knowledge will come to them that there is to be a slow but perfectly irresistible diminution of that ration system or the turning of that ration into something more useful. It was impressed on me at every

point. Now is the time to begin. We should not wait. In the midst of so much that is being done I believe if the Department can devise some system fitted to the developing needs of the different tribes in different stages of civilization, and that will convince them that the present system is to pass away, it will be an incentive to still better work. There will be less sadness when the children come home from Eastern schools, and they would go home with more self-respect. I want to emphasize the idea that there can be no system of education which will reach its best results so long as they live under a system that makes for pauperization.

Adjourned at 10.30 p. m.

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Third session, Thursday morning, October 12, 1899.

The conference was called to order at 10.15 a. m. The first business was the consideration of the report of the standing committee, Mr. Philip C. Garrett, chairman.

Mr. Garrett said that the report had been carefully considered, and certain changes had been adopted in accordance with the suggestions made during the discussion. The report was then read as a whole, and afterwards paragraph by paragraph, each being adopted separately. It was then adopted unanimously, as follows:

The committee appointed at the Mohonk conference of 1898, under the following resolution—

“Resolved, That a committee of seven, of which the chairman of the conference shall be the chairman, and which shall have power to increase the number, be appointed by the chair to prepare during the next year a scheme adapted to carry out the policy outlined in the above platform and appeal, and to propose it to the next conference for its action; that the committee be also authorized to gather, in the interim before the next conference, specific facts concerning defects and abuses in Indian administration, and in behalf of this conference, in their discretion, to present them to Congress, the Executive, and the press.”

begs to submit the subjoined report:

The platform of the Mohonk Indian Conference criticised with some severity the present condition of the Indian Bureau, ascribing it primarily to the political system under which it is administered and demanded. It appealed to the people of the United States to demand—

“That the Indian Bureau be taken out of politics; that the Indian Commissioner be no longer treated as a political officer, to be changed with every change of Administration; that the work of the Bureau be intrusted to experts, and left in their hands until it is accomplished;” that Congress *“recognize that the Indian Bureau is of necessity a temporary institution, and should be discontinued at the earliest practicable moment;”* also *“that it give all Indians everywhere a right to appeal to the courts, and render all Indians everywhere accountable to the courts.”*

The committee agree with the conference that no course more disastrous to success in the proper administration of our Indian Affairs could be pursued than that of turning good officials out of office to make place for political favorites without experience and often without personal qualification; nor than the policy of selecting appointees to gratify politicians, and not on account of their special adaptation to the place to be filled. We find, however, that some have construed the Mohonk platform as an attack of a personal character on the present administration of the Indian Bureau. This, we believe, would be unjust, and we do not so construe the language used. The present Secretary, although but a short time in office, has given evidence of a sincere desire to correct evils in the service. The present Commissioner of Indian Affairs also, however unfamiliar, as he himself avers, he may have been with the duties of this important office prior to his appointment, we believe to be well qualified for the place. Moreover, he is himself favorable to the choice of Indian agents, and others not in the classified service, on the ground of fitness, and to retaining in the service those who prove themselves worthy of retention.

There is need of guarding against giving too ready heed to fabricated complaints against good officers on the part of political friends of an administration who want places with which to pay political debts. But the basal evil is the policy of making appointments, not for fitness, not by Presidential selection, and not at the instance of disinterested students of the Indian situation well qualified to advise, but upon the recommendation of men whose sole idea of patriotism is the service of their party and themselves.

Two subjects were specially referred by the conference to this committee for consideration and report: (1) What steps can and should be taken looking toward the early completion of the labors of the Indian Bureau as an office created for a tem-

porary condition of things; and (2) suggestions of improvements in the Indian Bureau which might enhance its efficiency while it lasts. Such suggestions may properly come from a body of citizens who, for many years, have made a careful study of the Indian question, and are actuated solely by a desire to further the general good.

As regards the first, there are some obstacles to a very early termination of separate dealings with the Indians in some form or other. One of these is the twenty-five year provision in the Dawes Act, which keeps the Indian in a state of tutelage for that period on the theory that he will not earlier be prepared to fight the peaceable battles of life with the shrewder and more self-assertive white man.

Another obstacle to early termination of the existence of the Bureau is the backwardness of some of the tribes, who have yet hardly taken the initial step toward preparation for citizenship.

Then there are certain treaties that seem to have taken for granted that the Indians were to be wards forever, and have made provision for paying the tribes annuities perpetually or through a long series of years.

Perhaps the most that can be done is to adopt a line policy which is shaped for the earliest possible termination of the present cumbersome system. Let the Government say to itself: "This is a temporary arrangement, designed to last only until the Indians are citizens and have received patents for their lands; it is too expensive to continue on the same scale for a constantly diminishing number of wards. The system must be simplified and everything done to hasten its abandonment."

This policy of curtailment might begin by abolishing some of the agencies and placing the Indians for a while under the care and advice of school superintendents. The following agencies are suggested, of which many, if not all, could doubtless be abolished with advantage in the near future: Colorado River, Ariz.; Klamath, Oreg.; Lemhi, Idaho; Mission, Cal.; Neah Bay, Wash.; Nevada, Nev.; Quapaw, Ind. T.; Sac and Fox, Iowa; Santee, Nebr.; Siletz, Oreg.; Sisseton, S. Dak.; Warm Springs, Oreg.; Western Shoshone, Nev.; Yankton, S. Dak.; Pueblo and Jicarilla, N. Mex.; also the agency for the New York Indians might be done away with before long.

Another step toward curtailment might be the capitalization of the funds of some of the tribes, thus terminating an annual distribution of money or supplies, from which the Indians receive little benefit. By authority of Congress this has already been done in the case of a few small tribes.

If we turn now to questions of administration, the committee has carefully considered propositions, first, to turn the Indians over to the War Department; second, to give their education into the charge of the Bureau of Education; third, to erect the Indian Bureau into an independent department, separate and distinct from the Department of the Interior, and reporting directly to the President.

As regards the first, it would seem to imply a relation to the Indians that does not exist, and we hope never will exist again—a state of war, or at least belligerency. Such a suggestion would probably have an unfortunate effect on the progress now steadily going on toward the general civilization of the Indians, for it would put them in the position of a conquered people placed temporarily under military government. Now, while they are endeavoring to learn the white man's ways and to govern themselves as free American citizens, is hardly the time to exchange the dictatorial rule of an Indian agent for the still more arbitrary control of the Army.

As regards the assigning the educational work to the Bureau of Education, it must be remembered that that Bureau is not an administrative, but a theoretical Bureau, for the collection of statistics and the study of questions relating to education. It is not its province to carry on a great system of schools involving the distribution annually of millions of money and the dealing with an extensive and widely scattered corps of employees. The placing of the schools of Alaska in charge of the Education Bureau was an anomalous arrangement, and it causes the officials, unused to dealing with this class of subjects, a vast amount of trouble and annoyance. For these reasons we seriously doubt if the Bureau of Education, as at present constituted, could advantageously undertake the management of Indian schools. Moreover, the schools are the one essential feature of our Indian system which should be maintained until the States or Territories in which the Indians reside receive the Indian children into their common schools.

Perhaps in the direction of the third suggestion something can be done to advantage. It might, indeed, conduce to efficiency in the conduct of Indian affairs if the Bureau were made a department; but even if practicable it would hardly be consistent to ask that a bureau, which in the nature of things is temporary, be erected into a distinct department. Yet the commissioner of such an important Bureau as this is certainly too much hampered and is given too little freedom, either in the choice of his subordinates, or the decision of questions, or the expenditure of funds.

He should not only be held responsible for the management of the Indian service,

but should also have power to carry out his plans. His advice should largely control in the appointment, removal, and retention of Indian agents.

We believe that the solution of the Indian problem by citizenship is rapidly nearing that stage when abandonment of reservations and agencies should become frequent, and some form of guardianship adopted more nearly approximating the individual freedom of American citizenship.

Meanwhile, it is time that the office of Indian agent ceased to be a shuttlecock for political managers, and the appointment of agents should be placed under control of the commissioner, and put into the lists classified for merit examinations; and the agents retained as long as performing meritorious service, and only discharged when unfit, or when the agency in which they are serving becomes no longer necessary and is abandoned.

While we are very clear that in general it is the duty of the Indian Bureau and the Interior Department to free the Indians as rapidly as possible from all governmental oversight, so that they may stand on the same footing as other United States citizens, even though they suffer in the transition, your committee realizes that administering on the estates of the Indian Bureau will be a slow process, beset with many practical difficulties. Therefore we have made but few specific recommendations, which may be summarized as follows:

1. Abolishing the Indian agencies as rapidly as possible, and putting the Indians thereof who are not ready to be thrown wholly upon their own resources in the care of the superintendent of the agency school. Seventeen agencies are suggested which might soon be abolished.

2. The complete abandonment of the distribution of rations and annuities to the Indians by some process consistent with justice and wisely adapted to the conditions of the various tribes.

3. The placing of Indian agents in the classified list, thereby relieving the appointing officer from the pressure of politicians in this respect.

4. Enlarging the powers of the Commissioner of Indian affairs, so that he may no longer be held responsible for that which he can not control.

With reference to the last part of the resolution, suggesting a recital of facts including specific cases of defect and abuse in Indian administration, the committee have this to say: Most of the evils that now afflict the Indian service are due to what is known as the spoils system and the conclusion of the Executive Department of our Government to surrender the prerogative of appointing officials in the service to political leaders, who too frequently select them without regard to merit or special fitness, from among those to whom they owe rewards for party and personal fealty; often in utter disregard of the adaptation of their nominees to the place to be filled, sometimes by persons notoriously intemperate, immoral, and dishonest. Indian progress was formerly obstructed mainly by the hostility of the whites along the border, by false allegations of warlike uprisings, and by robbery on a large scale.

To these evils has succeeded the spoils system, which deprives them of proper instructors and caretakers, and which wins the assent of many good men out of a blind sympathy for the Administration or party of which they are honest adherents.

Abundant evidence in the form of authenticated facts is in our possession which justifies these assertions. This evidence can be produced if necessary. The department is at present required to investigate case after case of gross scandal in the Indian service. This, in consequence of a system of appointments in which Senators dictate nominations, often imposing unworthy men in payment of political debts, while the department becomes nothing more than the recorder of their will. This is the essential vice of the present system. It can only be cured by the demand of public sentiment which will lead the Executive to accept responsibility for appointments with which he is charged by the Constitution, and execute the same in the spirit, if not under the letter, of the civil-service reform."

Mr. Meserve introduced to the conference Mr. H. B. Peairs, superintendent of the Haskell Institute. Mr. Peairs was invited to say a word.

Mr. H. B. PEAIRS. One of the encouragements that I shall carry back to my work, is, that I shall know that outside of the official force in the Indian school service there is such an army of those who are deeply interested in what we are doing. It is an inspiration to do more efficient work. When I am in the field I shall think of those in the East who are giving moral support and inspiration to those who are doing the work in the West. * * *

Commissioner JONES. I want to call attention to the part that the merit system is playing in the school service. Mr. Peairs holds his position by merit alone. He has never asked, and has never received, to my knowledge, a single indorsement from politicians.

The CHAIR. To the names of Armstrong and Pratt and Meserve and Frissell we are

now going to add the name of Peairs. When the marvelous personality of General Armstrong vanished from us, some of us were afraid that his place could never be filled, although we knew the strong heart of the man who stood at his side. It is wonderful how that work has been carried on by a man of a different type, but with the same purpose; and to-day we welcome his successor, Dr. Frissell.

Rev. H. B. FRISSELL, D. D. Some one has said that the last conference was rather pessimistic. I think that no Indian conference has a right to be pessimistic. I have said again and again that there is no field which has brought quicker returns than has the work among the inferior races of our own country. Anyone who was at Hampton—as I was—when the last party from Fort Berthold came, and could compare it with the party that came twenty years before, would realize the progress that has been made in those years. The first party that came was a company of blanket Indians, with every indication of barbarism, with nothing of brightness or cheer about them. The last party from that same agency was made up of intelligent, well-dressed boys and girls. That is one of the results of twenty years' work among these Indians—one of the results of this conference.

Every year one of my first duties is to gather about me the young people from the different agencies, find out their peculiarities, their home environment, and try to adapt the work to their needs. I believe that is the idea in education everywhere now, and it ought to be in Indian education. We should adapt the course of study to the special needs of the student. I have sent out our instructor of agriculture this year to all agencies from which our pupils come, to study their conditions, so that he may adapt his teaching to their needs.

The work that Miss Collins and Mr. Peairs are doing is of the greatest importance and can not be done in the East; but the value of Eastern schools lies in bringing selected Indian youth to such institutions as Carlisle and Hampton and fitting them not only for schoolroom work, but also for the teaching of agriculture, trades, and domestic science. The Commissioner of Indian Affairs is constantly calling upon us for the right sort of Indian teachers. He and the superintendent of Indian education realize that such teachers need the broadest kind of culture. So for Hampton we make a careful selection of those who have succeeded in the Western schools. We bring no more from the blanket; we bring only those who have done well and for whom the Hampton training may be a kind of reward of merit. I think that should be Hampton's attitude.

We have brought students from only a few agencies, but they illustrate fairly the condition of all Indians. When interviewing students recently from the Omaha and Winnebago agencies it was interesting to hear from their lips the difficulties that they encounter upon these reservations that have been thrown open to the whites. I asked them, "What about your land which has come to you in severalty? What are you doing with it?" One boy answered, "It is there still?" I asked him if he worked it. "No." "What have you done with it?" "I have rented it." "And wheredo you live?" "I live out in the woods." That presents one problem in our work which we must solve.

When we speak of this giving up of the agencies we are all in favor of it. We are all working toward the same end, but we should try to realize the difficulties of the matter, though I believe none can understand them fully except those who go out into the Indian country to study it, or the young people who come from there. We thought years ago when we opened the reservation of the Omahas that the State of Nebraska would assume the care of those Indians, that the courts would be opened to them, and that suitable schools would be provided for them. None of these things have been done, and the Omaha Agency is almost entirely left to itself, except that saloons have been established around it, and many unscrupulous white people, wishing to grab the Indians' lands, are trying to corrupt them in every possible way.

We have a number of students from Santee. That reservation also has been opened to white people, but the conditions there are more hopeful. Why? Because there we have for long years had what we should have everywhere—a good Christian missionary. I wish I could emphasize the importance of that sort of missionary work on every reservation. The Christian churches promised that if the Government support was taken away from contract schools they would see that no harm came to the Indians, and they have not kept that promise. It is not the fault of the Indians that they are in this deplorable state; they are struggling under tremendous difficulties, and it is through the neglect of the Christian people of the country, who ought to feel that these Indians are theirs to take care of, and they ought to have on every reservation just such men as Dr. Riggs, who would give them help in all necessary matters.

The movement to put the agencies in the hands of the superintendents of schools is

a good one. Many worthy men who were really anxious for the good of the Indian opposed the abolition of the agencies because they did not see the way in which to accomplish it. I believe, though, that the educators are men in whose hands the agencies may be trusted, and I think the suggestion to do this an excellent one.

Farther up the Missouri River we meet at Standing Rock and other agencies still another condition of things. The land is poor, so we must teach our Indian students how to raise cattle, and we are trying to adapt their education to that necessity. We want in this way to help on the work that is being done by such men as Dr. McChesney and others.

Take the reservation of the Oneidas in Wisconsin: Here we have an example of the state of things resulting from placing the agency in the hands of the superintendent of schools. Another excellent man, Superintendent Pierce, is in charge of the Oneida Government school. The authority of the agency has been put into his hands, and he attends to all necessary matters on the reservation.

In every agency there are difficulties with the white men near it, especially where there is good land. Sometimes it is the cattlemen who make the trouble, and under the spoils system the agent himself becomes a worker with the cattlemen, and with the land men against the Indians, and farther up the river in Wisconsin, with the timber men. He becomes, not the agent of the Indian, but of the white men outside of the reservation. Certainly nothing could emphasize more than that fact, the necessity of putting the agencies entirely out of reach of the spoils system.

Unfortunately we have heard a good deal this year about home rule, and what does that mean? It means, that the people right about those Indians, though excellent men in some cases, are for the most part very greedy. They have the power in their hands, and the agent is their representative. Let us all struggle and pray for the spread of civil-service reform in the matter of Indian appointments.

We are likely to have again a struggle in regard to the appropriation for Hampton—whether there is any reason for a school like it or not. It receives help from the General Government, and at the same time from private individuals. We have taken the ground all along, with the support of this conference, that we are not a denominational school. We believe that we are a Christian school, and that as we are doing for Virginia the work of the State for negroes, we are doing for the United States the work of the General Government for the Indians. When the struggle comes up, as it is likely to come, I shall ask many of you to help in this matter, because we feel that Hampton has a very important mission to fulfill. Twenty years ago, when Major Pratt first came to Hampton with his Indians from Florida, there was started there an industrial system, which has become such an important factor—for all these Indian schools in the West have been formed on the model of Hampton and Carlisle—that we feel it must continue. Thousands of people from all parts of the land visit Hampton and see the Indians at work there. Those great hotels at Old Point Comfort are helping to create public sentiment on the question of Indian education. Hampton's work must go on. I can not sufficiently express my gratitude to Mr. Smiley and to this conference for the cordial support they have given to the Hampton school through all these years, and I have said to Mr. Smiley again and again that after General Armstrong's death I could hardly have carried on that work but for the help given me here.

The CHAIR. I am profoundly sorry that there is any prospect of attacking the school at Hampton again. No one will hesitate to say that the Government should assist in the industrial training of the Indian, and I hope Government support will not be denied to Hampton. To strike it out would be a grievous mistake.

President W. F. Slocum, of Colorado College, was asked to speak.

President WILLIAM F. SLOCUM. After listening to the addresses and discussions of this conference and to the utterances of those who have made such thorough and effective investigation of our friends, the Indians, their needs and their possibilities, I shall return once more to my home in Colorado with an intensified conviction as to two things: First, that the Indian must be educated so as to make a citizen of him, with all that this word implies in our great Republic; and second, that by industry, toil, and thrift he must win his way, as others have done, to a position of self-respect and usefulness. The pleasure of honest and remunerative labor must become more and more an important part of his life, and the purpose of the Government, and also of all private effort in his behalf, must be to help him to help himself. Too much paternalism is bad for him, as well as for everyone who is not mentally and physically defective. The Indian needs to be developed and not suppressed. Give him a chance to express himself and he will cease to be stolid.

It is a rare privilege to be here and contribute in the smallest way to what has been done during the years of wise and effective work by such men as Senator Dawes and General Whittlesey, men who, as they have borne the Indian problem onward

toward its solution, have established those principles which we all adopt as the guide of what we are trying to accomplish. From time to time I see in our Western newspapers that the Indian is off his reservation. I trust the time is not far distant when he will not only be off his reservation, but will forever stay off of it. Our business, however, is to see that he is fitted to care for himself when the reservation becomes, as it surely will, a thing of the past.

A few weeks ago I had the rare pleasure of spending an interesting evening with the son of that famous chief of the Apache Indians, Geronimo. The hours which we spent together were largely occupied with the discussion of one idea which, as it seemed to him, lies at the heart of this Indian problem as he has studied it in his own tribe and also by close contact with many other tribes throughout our Western country. "What," he asks, "can be done to bring the Indian into close contact with modern civilization?" And I bring that question of the Apache chief to this conference. Is it possible to bring the Indians into closer relations with whatever is best in our modern civilization? Not into a knowledge of those artificial and superficial things that too often are only the counterfeits of a true civilization, but into an immediate consciousness of those great moral and intellectual forces which are at the heart of what can be justly called civilization. The customs and traditions of the modern city life often have as much of barbarism in them as was ever found in the most primitive Indian tribe, only there is an external gloss that serves to keep this savagery out of sight of all except those who examine it closely. All this we do not want for our Indian, but still there are possible lines of development for him, as for all people, which will bring to him those hidden forces which lie within all true civilization.

There are four great institutions which are the true foundation of the higher civilization, and with them there are four corresponding passions dormant in each human soul which relate each human being to these four institutions. I use these words in the highest and largest sense in which it is possible to use them; home, society, country, and the church. To know the power and influence of these four institutions is to comprehend the real power of modern civilization, and if the Indian is to come into contact with civilization it must be through the four great forces which are represented by them. No man knows what it is to live, in the largest and deepest sense, until he discovers his true and real self by feeling the four great passions of the human soul which express its real life; love of home, love of humanity, love of country, and love of God. If my friend, the chief of the famous tribe and the son of the famous Geronimo, ever sees his Indians in real contact with civilization it will be because these four passions have become the inner spiritual forces in them. When love of home, love of humanity in its largest sense, love of country with its commanding loyalty to the Government as a government of the whole country, and above all, around and through all, there comes the supreme passion born of a love of God, then will the Indian become a citizen possessed of that life which makes him, as all other men, a being in whom civilization is finding its true self-realization and its deepest meaning. It is the giving of himself along the line of these four passions, to these four fundamental institutions, that will bear him into the very heart of civilization and make him a citizen of God's republic.

Now, it seems to me that the query which we need to put to ourselves growing out of the question of our Apache chief is this: Is our treatment of the Indian, our training of him, our educational process bringing to life and developing into expression in his soul these four splendid passions? Is the Christian ideal of manhood being realized in him? Is he finding, discovering his true self by giving himself intelligently to these four institutions? Has the only true test of this giving been manifest by the awakening of those four great spiritual forces or passions? These, I take it, are the questions which we need to ask ourselves. It is not the gloss of an artificial pseudocivilization that he needs, but to be fitted to give himself to home, society, country, and God, so that the gift of his life is worth the giving, and so that as he gives himself there will come to him more and more the consciousness of what it is to be a part of civilization in this large and noble sense in which the word has been used. Does not, then, the crucial question come back to us all? Is he being taught so that his whole spiritual nature is growing responsive to the claims which rest upon every true citizen?

The son of the old Apache chief wishes us to bring his Indians into living contact with modern civilization. How can it be done? There is no way except by those same paths by which people in all time have been led into citizenship. It is work for his home; work which has reward, and so hope in it; work that requires intelligence and thrift; work that lays its self-respecting burden upon his shoulders, that will bring him into living contact with the institution that is at the heart of all true civilization. Then his education must take him outside of the limited and narrow

life of the reservation, until he sees that all men have relationship with him and their history is the history of his people. It is the awakening of this consciousness that will give him the larger meaning of civilization. Then, too, as he comes to the larger meaning of country, and feels that the Government is his Government, to which he must give himself and whose burdens he must help to bear, will he know the meaning of that sweet song, "My Country." Then, above all, as he comes to see in his Great Spirit the Father of all men and women everywhere, will there come that largest ideal of all, and so that spiritual process by which he will become in the highest sense a man, as he becomes, too, a citizen in the republic of God. In many ways he has already become this—in some respects more than his white brother; but he, too, has his lesson to learn by the deeper experience which is yet before him. Is he being led into this larger life and into the real meaning of civilization?

Rev. J. G. Cunningham, D. D., of Edinburgh, Scotland, was asked to speak.

Dr. CUNNINGHAM. I am glad to accept the invitation to speak a word, though an address to people expecting their luncheon would be sadly misplaced. However, you will kindly allow me to bring you a greeting from Edinburgh, and to express the intense interest I have taken in this conference. A man who once went to America was asked when he came back to Scotland whether he saw any Indians, and if they really walked in Indian file. He replied that he saw only one, and he was walking in single file. I have heard many things about Indians here that have opened my eyes and warmed my heart, and I can not conceive of a more effective way of helping these people than just such a conference, such an organization of sympathy and prayer, helping them to walk along the four lines of which President Slocum has spoken. I hope we shall never forget that civilization in its highest form means love of home, love of mankind, love of our country, and love of our God. I carry that away in my heart with many other things, and am very thankful that I have had the pleasure of being here. If any of you, dear friends, are ever "within a mile o' Edinburgh town" I hope you will find me out. It will be to me a great pleasure to renew the passing acquaintance.

Adjourned at 1 p. m.

Fourth session.—Thursday night, October 12, 1899.

The evening session was called to order at 8 o'clock by the President. General Eaton was the first speaker.

EDUCATION IN ALASKA.

By Gen. John Eaton.

Dr. Sheldon Jackson is the apostle to Alaska. The work has been carried on the past year as usual. You have seen an incident in the paper that ought to be mentioned. Years ago he was imprisoned by one of the governors of the Territory, who feared that Dr. Jackson was coming to the States to tell the truth about the governor. So he put him in jail until the steamer left. This year the grand jury at Juneau indicted him, but he remains the same faithful public officer. He has seen fit to be honest himself and to insist that the virtue of girls shall be protected, and that has been offensive to some persons who have followed and seek to persecute him. This has no effect on him. He is understood in Washington and appreciated there.

You will recall Edward Marsden, in whose education you have assisted. His education was under my personal supervision, and I am glad to report that he graduated from both the college and the theological seminary with credit, and is now a missionary at Saxman, Alaska, among the natives, and his conduct is reported favorably.

The struggle at Annette Island is over for the time, but you will do well to watch for the subject in Congress, lest there be a renewed attempt to break up Mr. Duncan's wonderful community. An interesting thing about his Indians is that they have paid back, principal and interest, the money that was given them to enable them to be transferred from Canada to their present place. This was not required, but they have done it voluntarily with the fruits of their own industry, though it has cost a struggle.

At the opening of Alaska \$50,000 was appropriated for the aid of the Alaskans by Congress, but those at Washington who had their eyes open resisted and protested. The Indian commission was against it. General Walker resisted it, and by the cooperation of a few of us we succeeded in keeping out the feeding and pauperizing process in Alaska, and these Indians have been continuously self-sustaining.

A word must be said about the reindeer, which, you will remember, Dr. Jackson introduced into Alaska. The natural increase is very rapid. The first hundred in five years became nearly six hundred. He has now some ten branches in Alaska. The moss on which they live is scattered all over Alaska, and year by year the herds will be increased by purchase.

I must refer to the whalers of Alaska. Sailing ships with whalers are in the habit of going through the straits into the Northern seas and freezing in. For a long time the Government kept up a store of supplies there, but agents who were interested informed Congress that they were no longer needed, and it would be better to sell them, and that was done. When the next year came in there were no supplies, and about six hundred sailors were frozen in without food. They sent parties down at great risk to the States, and an order was given at the Navy Department that Lieutenant Jarvis should take charge of an expedition that should go to Dr. Jackson's reindeer station and move supplies 700 miles. Meantime Dr. Marsh, the missionary of the Presbyterian body stationed at Point Barrow, had bestirred himself and had sent the natives for all sorts of food, wild animals, and food from the sea, for these men. He did what he could do to aid them. The supplies were distributed systematically. Lieutenant Jarvis at the same time was moving with great rapidity over the 700 miles, and together the missionary and he saved these sailors' lives. That the reindeer were there was owing to the wisdom of Dr. Jackson.

They are over 1,200 attending public schools among the natives of Alaska, and about the same number attending mission schools. A part of them are white children—the children of miners. You would be surprised to know how many women and children go there in connection with mining work. In addition to the Government work there are 104 missionaries of different denominations.

There is another collection of reindeer entirely separate from Dr. Jackson's. The Government hearing that many miners were likely to die in Alaska decided to buy reindeer and send there. Dr. Jackson was sent to Lapland to buy them, and he bought them and delivered them at Seattle without one single death by disease. They were put under the charge of army officers who had had no experience with them, and who gave them food that they were not accustomed to. When they began to die they sent for Dr. Jackson, but by the time he reached there over half had died. The reindeer furnish food, clothing, and transportation. Training the natives, therefore, in herding the deer in these Arctic regions is a most appropriate and comprehensive industrial education.

I have received from Rev. George F. McAfee, superintendent of school work, the following general statement with regard to the work of the Presbyterian Church in Alaska:

The board of home missions has in southeastern Alaska nine missionaries, all of whom are native, save two, namely, one at Juneau and one at Skagway. They have among the Klondikers three missionaries. The total cost of this mission work is about \$15,000 annually.

There is also at Sitka, the capital, our training school for boys and girls. Last year there were enrolled 150 pupils, about equally divided between the sexes. There are engaged in class room and industrial work 13 teachers, including the superintendent. The girls make the most of their own clothing, knit their own stockings, do the cooking for the entire school, care for their rooms, and are taught various other domestic industries. The boys do carpenter's work, blacksmithing, boat making, and under the direction of a native instructor make all the shoes worn by the entire school. The total cost of this work for the year ending September 1, 1899, was \$12,955.56.

They maintain at Sitka a hospital, over which presides a physician and surgeon, assisted by one trained nurse and two native assistant nurses. There were prescriptions during the year as follows: In-patients, 2,210; out-patients, 1,790; operations, 40.

The total cost of maintenance of the hospital for the year ending September 1, 1899, was \$2,415. The total cost of the work of the board in Alaska for the year ending September 1, 1899, was \$30,370.

I have also from Mr. McAfee the following statement of the work of the Presbyterian Home Missionary Board among Indians: The board has among 30 tribes 18 white missionaries, having charge of as many stations; 34 native ordained missionaries, occupying some 60 out-stations; 20 interpreters (the number varies each year); total, 72. Cost annually, \$23,000 (average).

Under the auspices of the Woman's Board of Home Missions there are (1899) 8 day schools with 13 teachers and 852 pupils; 8 boarding and industrial schools with 63 teachers and 566 pupils. Cost, 1899, \$70,080.

Two of the boarding and industrial schools are provided with food, fuel, clothing, etc., by the Indians, and the children are taught to prepare the food, care for the

rooms, cultivate gardens, etc. Thus the board is only at the expense of paying teachers' salaries and providing buildings.

Goodwill, South Dak., Sioux, 100 pupils, has shops, farm, etc. All the meat, vegetables, milk and butter, together with more than enough wheat for bread for the school, are produced on the premises. Value, 1899, over \$3,000.

Tucson, Ariz., Pimas and Papagoes, 197 pupils, in addition to growing vegetables, grains, etc., on the ranch, valued at \$1,500; the boys earned by contract labor—clearing streets of Tucson, excavating cellars, etc.—\$1,600.

Rev. W. F. Whitaker read a poem called "The Red Man's Burden."

Mrs. CLINTON B. FISK reported for the work of the Methodist women in Alaska. "I should be unjust," said Mrs. Fisk, "to the women who honored me with the chairmanship of their society if I did not call your attention to the home and industrial school they have in Alaska. Since the last year I had the pleasure of being here the secretary of that bureau has paid a visit to the school, and there gave such defense of the school and of the American flag as would do credit to any man or woman in the country. The Russian priest had been in the habit of entering the home if any of the children had died and taking them forcibly from the home and burying them. One of the children died at this time, and the Russian priest sent word that he was coming to get the body. They sent word to him that he could not enter the home. He sent four times, and each time he received the same reply. Finally she sent a message to him that she would have an interview with him through an interpreter if he chose to come, but that he could not take the remains of the child and bury it. He was very insolent, so she brought out the American flag and told him she wanted him to know that he was on American soil; that that was a Protestant institution, and that the flag protected her and the institution. And she herself conducted the funeral services for the child. Our women are doing well in that far-away home, and they propose to do better still in the future."

The CHAIR. We are glad to be told of this work of our Methodist sisters through the voice of Mrs. Fisk, whose name is full of associations for us who know the history of work among the Indians, the wife of one whose name we love and honor here, and whose great heart never flinched in any duty and never failed in love.

General EATON. It should be understood that the children in that Methodist school are given up by the parents to the school, so that under our system of separation of church and state the Greek priest has no control, as he would have under the Russian Government. They stood on their legal rights in protecting the body of the child.

Rev. W. M. Wellman, of Darlington, Okla., was asked to speak.

MISSIONARY WORK IN OKLAHOMA.

By Rev. W. M. Wellman.

One of the pleasures of my life is being privileged to attend this world-famed Indian conference and of addressing it for a few minutes. My generous host and hostess will, I hope, be not displeased if I say that the spirit which prompted it and which has sustained it for seventeen years is the same spirit in quality that brought the Son of God to a darkened world, because it is in the interest, especially so, of the poor, benighted, helpless.

It is a great privilege to preach the gospel to any creature, but greater is the joy to preach it to those who not only need it, but who are eager for it, and who are groping in much darkness for a better manhood, but who, being ignorant of ways and means, get weary and discouraged and give up the search unless there is some one to lead and inspire them who knows the way himself.

As I sat a few days ago in an elegant church and heard choice words from Dr. Fairbairn, I thought of the brown, withered faces of my parishioners, sitting on the ground, pleading almost to be shown the ways to the white man's Jesus. Can it be the same world—the same gospel?

Many times have I stood helplessly by and watched father and mother as they peered into the face of a dying child, no one to comfort, or to cheer, or to care. The sickness, the death, and sorrow attracted no attention and brought no assistance. The neighbors didn't come to help or say, "Now, if there is anything in the world I can do, just let me know." And why? They were nothing but Indians. Why should a poor, hungry, half-clad, untidy Indian, without money, influence, or home be given any of our time and attention? They, on the other hand, are stolid, proud, uncommunicative, and so suffer and die in silence. They see, as they think, every man's hand raised against them. They know the place assigned them—most of them—by the public, and they never pass those bounds. They are not a mindless

or a heartless people. Their hearts quiver with sorrow just as deep, and their eyes burn with tears just as bitter as yours or mine, but they know that to ask help or sympathy would only make the humiliation a little deeper and their feeling of trust a little less. They see men who would scorn the idea of defrauding their white neighbor in buying or selling, in counting or weighing, doing all of these with them with a clear, steady conscience. They are regarded by many of the farmers and cattlemen and many others as lawful prey. Whether they buy or sell, they are overcharged and underweighed, and they know it, but are powerless to help themselves. They simply mass all of these crimes against them and charge them up against the white man; and from their point of view they are justified in thus doing.

It is perfectly logical and proper for them to think and ask, as they do, that the men and women who are selected by the Government to stand over them, to handle their money, to punish and imprison them, to withhold at pleasure their rations, and even their lease and interest money, which are not gifts, to teach their children, should, at least, be men and women who are themselves civilized, and who do what the Indian is asked to do, and punished if he refuses; and who abstain from doing that which if the poor Indian should do he would be discharged, or have his rations cut off, or both. Do they not have a perfect right to ask that and to expect it?

But they have been conquered, and, as I heard a man say in Boston the other day, "We propose to treat them just like we would any other animal after we conquer it." Since meeting that man I am a firm believer in evolution.

When Indian men and women see their children taught profanity, vulgarity, falsehood and impurity, in new, novel and varied forms, by those whose duties bring them in closest touch with them, they stand surprised, bewildered, suspicious. Do we wonder, especially when we are showing them how to be civilized? John Eliot was an apostle of Jesus Christ, not, I fancy, far different from Peter or Paul. I stood the other day on ground historic and almost sacred, where he preached the gospel of love and pure life to red men centuries ago. Who can tell how far the fruits of his work with the Indians have entered into the life of civic, commercial, and Christian America? There is no heresy in love, and even Indians know what it means, and when it is genuine.

We sought their help and friendship then because we needed them. They were valuable. We were intruders. They possessed all; we had nothing. But, presto, the scene has changed; by sheer force we have driven them back, and back till we possess all, and they have nothing. In doing this we have disregarded their rights and comforts, curtailing and minimizing their liberties, till in their poverty and humiliation they have lost hope, so that, to a large degree, their former brave, gallant, and manly spirit has been almost smothered to death. Then after they have been conquered, reduced to penury and want, hated, gazed at as human curiosities—much as we would gaze at white elephants or a cage of animals which have to be watched by some bigoted keeper with a good stick—to insure public safety we turn our backs upon them and let them die. But, thank God, this is only one side—the sad side—and is no more pleasant to look upon than is a putrid, festering sore. There is a side full of hope and promise.

The children, the youth. Two years ago I was in an office near the top of one of Chicago's high buildings. There were noises below, flags and banners were flying, bands were playing, while mounted policemen were driving back commerce, and even the street cars were commanded to stand still. It was Children's Day. Forty thousand strong the great Sunday-school army was marching on. Let everything halt, and traffic stand still; the children are coming, the youth are on the way. They are going to cleanse, and renovate, and sweep away the present grievous wrongs to their fathers. This is just as true in Indian life.

Two years ago, after working for nearly two years to try to make myself worthy of their confidence, I had 3 Indians in my church; now I have 188. In fifteen months I have received into the church on baptism and intelligent confession of faith 177—mostly youths. There are to-day on our reservation alone 234 young men and women who are returned students from Hampton, Carlisle, Haskell, and there are about 300 others in our reservation schools above 13 years of age, giving a total of 534.

Most of these returned students came back to us well trained, and members of Christian churches, and with an honest desire and determination to lead their people on and up to better life. But many of them grow discouraged, and not always from any fault of theirs. A number of these had trades, but could not use them with their own people for want of customers and money, and white men will not employ them on account of prejudice. At best their employment is very rare—in five years I do not know of but three.

When they return they usually have a good suit of clothes, but never more than two or three dollars in money. Of course the money and clothes are soon gone.

Then, with no earning ability or privilege, they are reduced to shabbiness and want. What shall they do, with money and clothes gone and no chance to get more?

In many agencies these educated young people who come back with hope and ambition, if they undertake to assert their rights, or teach their parents their rights, or if they complain about anything or try to lead their people in any new direction without special permission, no matter how proper it is in itself, they are spotted by those in charge as smart Alecks—trouble makers.

Hence they have learned that the only way to keep on the good side of the powers that be, and get any favors at all, is simply to keep silent and do just as poor Indians are expected to do; no more. And they usually do this rather than have their few rations cut off or their moneys withheld.

Thus there are few leaders among them. Leadership is at a discount, and instead of being encouraged is stifled. They dare not lead. This tends to make them shy and secret in what they do. Yet many long for something better. It is not an unusual sight to see my little study, which is always open to them, full of Indians sitting and lying on the floor, reading, writing and playing games until a late hour. And then what?

There is not a house, a room, a spot at the agency where all of these hundreds come often, and where many of them live, which is open to them for an evening or an hour. No place but the tepee, there to sleep or gamble, or do things infinitely worse.

Practically, every hand is against them, and every door closed to them; and my study is too small for more than eight or ten. Seeing this most urgent need, Mrs. Wellman and I have moved all our effects upstairs, over the chapel, in rooms originally set apart for the Indian orphanage; thus vacating the parsonage, and doing the best we can without any means to make for them a house where they can read and write, and to help them to hold what they received abroad. But this house is very small and is unfurnished. Only four rooms—all quite small. One of these rooms is what we call our printing office, where, with a few pounds of type, we pretend to print a little paper, by setting us two or three columns of type, running off as many as we want, then throw the type down and set up two or three columns more. We do not usually have to repeat this more than three times to get off an issue. The other three rooms make the hospital. Far too small, but, poor and small as it is, several have already found in it a place out of storm and cold, where a warm hand of Christian piety and love could be laid upon the brown fevered temples as they suffered and died (for some have died.) God only can know how we need two or three more rooms for this, the first and only hospital among these much sick and suffering of His helpless poor.

The Government has, through its agent, generously offered me the privilege of making connections with its sewer, which runs by the house, and with its system of water supply 500 feet away; but alas! On our bended knee we have been asking God to send us means with which we can build three rooms to our hospital, or, at least to make fairly comfortable what we have; one to be used as a workroom, where our boys can patch the parents' old shoes and repair their harnesses and straps, and two for beds and one for baths. We now can have but two beds; we could then have six. I have seen the time within the last few months when we needed ten. We took the sick ones into our own home, and laid them on the floor. We dared to do nothing else. What would anyone do?

In Boston I have been given some tools and some leather; now, had I room, I could put a dozen or more Christian boys to work mending shoes, clothes, repairing harness, etc. This mission is at the agency, the Government headquarters for the entire reservation, and is in close touch with 2,000 Indians. It is the only Christian work done at this agency, and is 30 miles away from any other Indian mission work. Its pastor is the only one who maintains Christian work in the two largest schools of the reservation, which have 275 children.

The CHAIR. If one Christian heart prompting a wise head and a helping hand can find the way to aid and comfort so many, what a blessed thing it is that Indian youth may not only know such teachers on the reservation, but may be brought from the reservations and put into schools in the East where they can feel the tide of Christian life about them; where by the "outing system," they can become members of Christian families, and learn in the American home and in the common school to know American civilization. I am now going to invite to us the representative of such a school, where about a thousand Indians are having these advantages—Mr. Standing, of the Carlisle School.

Mr. A. J. STANDING. I am here to-night as an emergency man. Up to a late hour Monday Major Pratt thought he would be here, but finally concluded it was not best for him to come, and delegated Miss Burgess and myself to represent Carlisle at this

conference. I regret that Major Pratt is not here in person, but will admit that this regret is modified by the fact that I am here myself taking in to the full the pleasures of Mohonk.

During the last session of Congress Major Pratt told the Committee on Indian Affairs that if they would give him \$125,000 for support and transportation he would undertake to carry 1,000 pupils at Carlisle. The enrollment to-day is 975, but by the end of this month the 1,000 will be there. Of these less than 700 will be at the school; the rest will be under the outing system, which is considered a part of the school course, and which all must take as part of their course. They must spend at least one winter away from the school in some good family where they will get regular instruction in household or farm work, and at the same time attend the district school, mixing with the white children as one of them. Being only one or two in a place they become a part of the family, and get a good command of the English language. They also become accustomed to meeting people in business ways, and so obtain what Major Pratt terms "the courage of civilization."

Last Friday, the 6th of October, Carlisle rounded out twenty years of work and had a celebration. Looking back over those twenty years we can see great progress in every way. The first students to be received were mostly in Indian dress. Very few could speak English—none of those that came from the Northwest. We now receive very few who are not able to talk English when they come. The few who have recently come without English are from the far north—Alaska, the Eskimos—and twelve or fifteen received from the State of New York. Therefore, entering the school with some knowledge of the English language, they are able to make full use of the appliances of the school, and this is the last year that Carlisle will accept any pupils not up to a certain grade of scholastic acquirement. In this way the appliances of the school will do good to a larger number than they would if we received them right from the camps.

During the history of the institution we have received about 4,000 pupils from 70 tribes. Of these probably 3,000 have left the school. That means that something over 3,000 young men and women have been trained in a civilized community to support themselves there by their own labor. I do not say that they could support themselves everywhere, but they could in a country where labor is in demand.

On account of the great labor involved we have not been able to keep an exact record of the students who have left, but the question came up so often as to what becomes of them that the Indian department made a special effort to look them up, and commissioned inspectors and agents to report on such returned students as might be found at their respective places. That has been very thoroughly done, and the department figures give 76 per cent as being successful¹ and giving good returns for what they have received. I am not one of those who are so anxious about immediate results, because I believe that we are doing the only thing that can be done in educating them and giving them an occupation. That education can not be wiped out, and if the opportunity to use it does not come at once, when the opportunity and the necessity do come it is there, and will be brought into use. Matters in our Western country are developing so rapidly that at the most the day of Indian citizenship will be here before the Indian is ready for it. But if that day should come and find the whole body of Indians uneducated and unprepared, we should be very much to blame. As it is, when it comes it will find a very large number of Indians ready for it. The ignorant and barbarous are decreasing and those who are educated are increasing, and not very far in the future there will come a time when the strength of these two forces will be reversed from what it is at present. The young men and the vigorous of the people who have had more or less education will be in control. The uneducated will be passing away. Then we can say to them, "You are as we are; there is no longer any necessity for the Government to act as your guardian; you can take care of yourselves." I do not look much to legislative measures for the accomplishment of the end in view, but to effort that will qualify each individual, and that is done by Eastern school work and by what I may call our adjunct school work—the outing plan. Make that method strong enough and wide enough to do the work that has to be done in the shortest possible time, and the work for the whole will be accomplished, as I believe, in the best possible manner. By solving the questions individually we do it for all, providing the means are applied to all.

Mr. Smiley said that he was very glad to hear such a fine statement about Carlisle. He had followed that institution from the beginning with great interest. He believed especially in the outing system. The Indian problem is to be solved by the thorough industrial and Christian education of the Indian children.

¹ At a later session Mr. Standing explained that these figures include all who have left the school. Of the graduates, 95 per cent are doing well.

The chair said that he had looked over 300 reports from families where Indian children were placed for outings, and it was exceedingly interesting to see how affectionate they were and how glad the people were to bear testimony to the high character and ability of these students. The boys and girls last year earned about \$23,000 dollars, which stands in the banks to their credit.

Mr. H. B. Peairs, of Haskell Institute, was asked to speak.

HASKELL INSTITUTE.

By Superintendent H. B. Peairs.

If I were to state all that I believe, you would call me an optimist. I have a weakness for looking on the sunny side of things; you know I am from sunny Kansas. After twelve years in the Indian service I state unhesitatingly that the service, in my judgment, is in a better condition than ever before.

At Haskell Institute we have an enrollment of 621 pupils, with an actual attendance of 550, representing about 62 tribes. Dudley C. Haskell was one of the members of Congress who, in 1883, worked for the establishment of three industrial schools, and secured an appropriation of \$150,000. He was allowed to select the location of one of them, which was to cost \$50,000. Naturally he selected his home, and the school was placed there. Lawrence was a suitable place for it. In the first place, it has a history of which anyone may be proud. It is an educational center, the State University being there. It is made up of a class of people who come there largely to educate their children. They are interested in educational movements, and they are interested in the Indians, so the location was a wise one. The site was selected by Major Hayward, and it was opened in September, 1884, with 17 pupils. It has grown every year till we now have 621. My connection with the school began in 1887, so that I have known its history almost from the beginning, and I assure you I am loyal to Haskell Institute, and I enjoy the work among these young people.

The work of the institute is similar to that of other training schools, literary and industrial. Until four years ago it was an elementary school. The industrial training was largely in producing. But within the last four years there has been an effort to improve the organization of the Institute, that the work may be made more thorough in both the literary and industrial departments.

You are discussing the problem of what is to become of the Indian; how the problem is to be solved; what are we to do with the agencies and reservations; and I heartily indorse what has been said about abolishing the reservations and agencies, but this alone will not meet the demand. A great mistake has been made in the past in regard to Indian school work. There has been a feeling that the Indian school was a temporary thing and we should not expend too much on it. That is the mistake. Whatever organization we may have, in order that it may do its work well it should be perfected. We have at present a war on our hands with the Filipinos. It has been dragging along for months. That war is a temporary thing; but what is being done to-day by the great President? Orders have been issued for the organization in the Philippines to be perfected; for more forces to be sent into the field. Why? Because we want peace. When Mr. Smiley wants to send us through the woods and round the beautiful drives he gives us a good, strong vehicle and a good team, that we may go and get back. He does not give us an old broken-down wagon. It is the same with the Indian school service. If we want this question to be finished, then I say perfect the organization. I am not in sympathy with the thought that has been expressed that this should not become a system of schools. It is a system now, from the boarding school to the training school. Why should we not perfect it, that it may do its best work and do it rapidly, and then the question will be settled?

The work has been too elementary in the past, but the time has come when we should realize that if we are to prepare Indian boys and girls to go out into the world to compete with other boys and girls we must do thorough work.

The one question asked more frequently than any other is, What becomes of the pupils? What becomes of your graduates? I never saw a Haskell graduate who was back in the blanket. There never was a Haskell graduate who went back to the old customs. I can give you the record of every graduate—I do not say of every pupil. Some who have been there two or three years and have gone away with a smattering of literary training and with a little knowledge of industrial training naturally may not have been strong enough to stand and do the work that we might wish them to do; but no graduate has ever gone back to the blanket from Haskell. Our first graduating class was in 1896. We have had 57 graduates; most of them now hold positions. We mean to have them so well trained that they can not only go

back to the reservation and do work, but that they may be able to compete anywhere the same as other people do. We had a letter not long ago from one Indian who had left the reservation to accept a position away from it. That is what they will do when they have been thoroughly trained.

We have added to the course a normal course for the training of teachers, which is as thorough as any normal school, and those who have gone out as graduates are doing excellent work.

We are now trying to have our industrial training on such a basis as to make that very thorough. I am a great believer in that. The two must go hand in hand. We must give the Indian boy and girl such training as will enable them to do something. I distinguish between manual and industrial training. In the manual-training class boys and girls are given an opportunity for introduction into the industrial world. The boys are taught certain principles in woodwork and mechanical drawing, and during the time of the three years' course we find out to which trade they may be best adapted. Last year we decided that something must be done for girls. We have always had sewing and laundry and housework, but it has been impossible to teach them cooking. Last year we established a domestic science department, where all the girls who are old enough learn cooking, and it is so arranged that whatever is cooked is used in the dining room.

We have carpentering, blacksmithing, painting, tailoring, printing, engineering, etc.

When the students go out they will be able to stand alone on the reservation or in the world at large.

The results? I have had the pleasure of being in the field one year as supervisor of Indian schools, and during that year I visited from the north of Wisconsin along through the Northern States to the western coast, and south along the coast back through Oklahoma, and I had an excellent opportunity to see results, and the view was encouraging.

Mrs. JOHN S. WEST, of Worcester, was invited to speak.

Mrs. WEST. I had an impression a year ago that in trying to understand anything about Indian affairs one must make up his mind as to a theory of education; that if one would be loyal to Carlisle and Hampton he must turn his back on the reservation school. I have found that unnecessary. One can be loyal to Hampton and Carlisle and still find work for a long time to come and for many men and women upon the Indian reservations. There are two sorts of philanthropic work for the Indians—the general missionary work on the reservation and the great nonsectarian industrial schools at the East. There is also a connecting link between those two that we are apt to forget, and that is the reservation missionary school. While for the few favored ones who can be induced to go East with the hope of making a permanent home in civilization nothing is better than Hampton or Carlisle, we must no less reckon with that great force—that could not possibly be described as “promising young men and women”—the grown people and the little children. If one goes into those little tepees on the reservation his heart aches for the family left behind when the bright boy goes to Hampton—for the father and mother who let him go—though they know that he may never come back. And even if the child does come back, speaking another language, wearing another dress, accustomed to new ideas of living, there is no place for him in the old home. That is the sad thing. If we could take all the Indians off the reservations and do for them as is done so perfectly for those who stay at Hampton or Carlisle long enough to graduate that would be the ideal way of solving the Indian problem. But with the needs as they are we must plan to provide to a large extent for education on the reservation.

The Santee Industrial School is a fine example of provision for such need. That school combines with its industrial training and class-room work all the good influence of a social settlement. The training school brings to the Santee Reservation a force of twenty educated Christian men and women. Boys and girls who associate six or seven years with such men and women gain a great deal more than book learning and hand training. The Santee students get more than a theoretical knowledge of Christian principles; the majority of them come out of the school professing Christians. And if you realize what a personal Christian faith means to you and me think what it means to an Indian boy or girl to get something to stand on which shall offset environment. And you do not know what environment means until you go out on a reservation. It takes a Christianity about ten times as strong on an Indian reservation as it does at Mohonk.

Think of the personal influence of the individual Christian missionary on the reservation. Take Miss Collins, for instance. You do not understand here what her influence means at Standing Rock. She is missionary, she is teacher, she is judge, she is physician, she is everything that a talented, trained, and consecrated woman

can be. The Indians know that Winona understands and loves them, so they trust her, and the desire to please her becomes a controlling motive for right living. The graduate of a nonreservation school returning to Standing Rock finds a present sympathy and support that is a safeguard against the temptation to relapse into old conditions. Loyalty to the memory of past and distant teachers may restrain the stronger Indian boys and girls, but there are many returned students saved to civilization solely by the upholding sympathy of the resident missionary. The thought that Winona will see is often the weight that turns the balance, trembling between the new thrift and the old carelessness in Indian household affairs at Standing Rock.

I wish I might say a word about the religious influence of these missionaries. One of the Santee teachers, who is housemother in the dormitory where the larger boys live, told me of one of her boys who had been disrespectful to an instructor. She tried to persuade him that Christianity and courtesy required an apology to the instructor, but he did not like to apologize any more than a white boy would. The teacher was inexorable, not by threatening, but by repeating daily the question, "Have you won your victory yet?" In the end the boy apologized. It seems to me that is typical of the training the Indians receive from the missionary on the reservation. We can not force civilization on them from the outside. It must grow up in the heart of each one. As their ideal is raised they will reach out their hands and take civilization for themselves. Teach them one by one, not in the mass, but boy by boy, that they have victories to win for themselves, not merely over their physical environment, but over their own character, by such behavior as will win the respect of all on the reservation and in the country at large. This will bring civilization by natural growth, and for this sort of civilization the thanks will be due in no small part to the missionaries on the far distant reservations.

Adjourned at 10.15 p. m.

Fifth session, Friday morning, October 13, 1899.

The session was called to order by the President, after prayer by Rev. Mr. Wright, at 10 a. m.

Extracts from various letters were read by Mr. Smiley. Among others was one from Mrs. W. G. Roe, of Oklahoma, telling of the way in which the money, \$1,306.95, was spent, which was subscribed at the last Indian conference for the "Smiley Cottage" for a mission house.

There was also a letter from Charles H. Cooke with reference to the Pimas and Papagoes, making grievous complaint about lack of water. The Mormons and Jews have settled on the Gila River above the Indians and diverted the water. They want a reservoir built. Mr. Smiley said that he had twice visited them, and he did not believe reservoirs would meet the difficulty.

Among others was a letter from Rev. A. G. Murray, of the Pawnee Mission in Oklahoma, setting forth that the condition of the Indians there was worse than before the allotment of land in severalty. The Indians are held in tutelage just as before under Government officials. Their property is taxed and the Indians are idle and gamble. Mr. Murray, said Mr. Smiley, recommends that they should either have all their money at once and be allowed to spend it and go to the rock bottom, or else dismiss the officials who are making paupers of the Indians. He thinks the Indians will do better if allowed to take care of their own affairs. He says inspectors who do not see the whole thing report favorably when matters are really in a miserable condition. Mr. Smiley said he would hand this letter to Senator Dawes.

Senator Dawes remarked that if the conference would turn its guns on those who were trying to skin the allottees he should feel encouraged.

The following extract of a letter from Dr. Charles A. Eastman was read:

"I had thought of suggesting to the friends of the Indian, if I were present, the necessity of protecting the rightful heirs of the deceased Indians in their allotments. It will be impossible in a few years to find out where some of these lands belong, while nearly all of them will be absorbed in litigation. Lawyers have already taken these contested claims. There should be some provision made for cases of this character. It should be settled by the Government and not by courts.

"Please say for me that the shortest way of disposing of the reservation system, with all its hindrances to true progress, is the allotment of land in severalty. During the past few years I have discussed this subject with the returned students of the Sioux. Among the more advanced young men the thought has taken a definite shape. This class of Indians have come to the conclusion that if the medicine is to be taken at all it must be taken in heroic doses.

"These young men are looking forward to taking an active part in the State and national politics. They understand fully that citizenship means responsibility and sound mind, just as work means muscles and strength. But work begets muscles and strength—yes, confidence and manhood."

A group of photographs from Miss Alice Robertson, of Indian Territory, was exhibited. There were also some photographs of Indians presented by Mr. McElroy. Mr. Smiley said that many of the Indians have massive heads, not surpassed in intellectual power by any white men, and quoted Carl Schurz as saying that the most intellectual man he ever met was Ooray, a full-blood Indian of Colorado. "Many people," said Mr. Smiley, "think an Indian is good for nothing: The truth is, though many are inferior to white people, many of them are superior to us."

Mr. Wistar suggested, in view of the fact that the Commissioner of Indian Affairs had so speedily settled the Chippewa difficulty, which was reported last year, that a resolution of appreciation ought to be presented. Referred to the business committee.

Mr. Standing said that he had omitted in his statement to add the figures for the graduates of Carlisle. Those that he gave as doing well, 76 per cent, were of all who had left the school. Of the graduates of Carlisle of whom they have absolute track, 95 per cent are doing well.

President GATES. I took a list of the Carlisle students who had returned to the Blackfeet Agency and inquired there pretty fully about each one. [Their names were read.]

Of these fifteen students thirteen are doing well—most of them remarkably well. Two (whose names I do not mention) are "on the black list." I asked about them. Their father, although he had some property and some education, had lived in open polygamy, and everything was against them in their home before they left for school. They went to Carlisle with bad characters, and they came back not confirmed in virtue. They have not been guilty of actual crimes, but they are not regarded as trustworthy.

A returned student who had been acting as interpreter came to me and said that he wanted to put up a forge and do business for himself as a blacksmith, there was so much more of horseshoeing and wagon mending needed by the Indians than could be done by the regular force of the agency employees. While he was out of a place the agent allowed him to use the forge out of hours and earn what he could, and he made the first week some \$28 from the Indians by work in the early mornings and late evenings. With the cooperation of the agent and the approval of Commissioner Jones we provided for him an anvil and forge, and the way was opened for his much-desired shop. I hope he is hammering iron by this time. When you hear that all the "returned students" go back to the blanket and "go to the bad," remember that this is a "stock falsehood," and that statistics show that more than three-fourths of them go back and do well. The percentage of those who do well is as large, the showing is as favorable, for these returned Indians as for the boys and girls from our average city schools, where the children of all moral grades and classes of families are represented.

Mr. Smiley read extracts from a letter from Bishop Whipple, regretting the impossibility of his attendance, and sending greetings.

The president of the conference had been requested by the committee to occupy an hour on Thursday evening with some account of a visit to California, Oregon, and Montana agencies, made last summer; but he had declined to occupy the evening hour, giving his time to others. He now yielded to the request of the committee.

A VISIT TO THE NORTHERN RESERVATIONS IN OREGON AND MONTANA.

By President Merrill E. Gates, LL.D.

If you will look at this map of the United States, on which the orange-colored sections are the Indian reservations, and will compare the total area of these reservations with the space occupied by all the New England States, New York, Delaware, New Jersey, and Maryland, you will have, perhaps, a more definite idea of the vast expanse of territory still reserved to the Indians—129,000 square miles.

Some two months of this last summer I spent in visiting several of the most western and northern of these reservations. Crossing the continent by the Santa Fe route to Los Angeles, I attended the sessions of the National Educational Association (which brought together some ten thousand public-school teachers from all parts of the country) and the sessions of the Institute for Teachers in the Indian Schools, which met with the National Association, and continued its sessions for some ten days after the adjournment of the larger gathering. Between 300 and 400 teachers,

agents, and employees in the Indian service attended this institute. The interest shown in all the discussions, the methods advocated, the spirit which evidently actuated most of those who were present, and the average of intelligence and of professional equipment on the part of these teachers in the Indian service were most gratifying.

You will read with interest, I am sure, the resolutions passed by this body of teachers. They were noteworthy for their strong insistence upon the value of civil-service reform in its application to the Indian School service, and for the emphasis placed upon the need of enforced school attendance for all children, and the wisdom and the duty of sending away from the tribe to the nonreservation school all healthy children whose attainments are such as to lead their teachers to recommend it. It is evident that pressure will often be needed to bring this about, and the resolutions were specific as to the duty of the Government to enforce attendance where parents oppose the education and civilization of their children. Two or three of these resolutions I want to have the conference hear:

Resolved, That the true object of Indian schools and of the management of Indian affairs is to accomplish the release of the individual Indian from the slavery of tribal life, and to establish him in the self-supporting freedom of citizenship and a home in the life of the nation; and that whatever in our present system hinders the attainment of this object should be changed.

Resolved, That every Indian child over thirteen years old whose physical condition is pronounced by the agency physician to be such as to warrant it, and whose progress and promise are such as to lead the superintendent of the nearest reservation school or the supervisor of schools, or both of them, to recommend it, should be sent to a nonreservation school; and no such child who shall wish to go should be kept back under the degrading influence of tribal life because parents may refuse their consent.

Resolved, That the public schools of the United States are fundamentally and supremely the Americanizers of all the people within our limits; and our duty to the Indian requires that all Indian school effort shall be directed toward getting all Indian youth into these schools."

After visiting the contract school at San Diego, Cal., and the large and admirable Government nonreservation boarding school at Salem, Oreg. (with its workshops and school buildings for 350 children), as well as the Puyallup school at Tacoma, Wash., I spent several weeks in informing myself as fully as possible of the state of affairs upon the Klamath Reservation, in southern Oregon, and at the great northern reservations in Montana, viz, the Blackfeet Agency, at Browning, Mont., and the Fort Belknap and Fort Peck agencies.

THE MODOCS AND KLAMATHS.

We went first to the Klamath Agency in the north of Oregon. At that agency are about 600 Klamath Indians and 500 Modocs and Piutes. It has about 1,650 square miles. There are two Government schools; one at the main agency costing about \$18,000 a year for 130 children, and the other at Yainax (the subagency), costing about \$17,000 a year for 125 children. Of the 1,072 Indians on the reservation 450 can read and 650 speak English well enough to get on in ordinary conversation about everyday affairs. They built forty-one houses last year. They are able to earn about 60 per cent of their living by civilized employments, 20 per cent comes by hunting and fishing, and the Government gives them 20 per cent of their subsistence. We saw nine barns put up in the frame this year, but not yet sided in. They need more lumber. The sawmill has been burned down recently, and they feared that it would take nine months to get another; but I hope by this time the burned mill has been replaced. Two hundred houses are occupied by the Indians—that is, a house to every five or six persons. They are small, one-story frame houses, with a steep roof; but they are comfortable and promising. In summer these Indians go out into their wicky-ups, made by making a circle of saplings or poles and bending the tops in together, bringing them into a small circle, the whole (except the small central hole in the top) covered with tule mats woven from a rush, the tule, which covers miles of land along the shallow lakes and streams. Some of these wicky-ups are very pretty summer homes; and the removal from the winter house to the summer wicky-up is not a much more serious relapse toward barbarism than is the outing, the week or two of camping out, for us. On the whole I do not think these Indians have taken any backward steps. They cultivate about a thousand acres; but agriculture is discouraging work with them, for they have frosts every month in the year, and the garden growths are cut down by frosts again and again. I wonder that they have patience to raise as much garden produce as they do. There are 28,000

acres fenced in. I saw many miles of excellent, strongly built fences of post and wire. Last year they raised 5,000 bushels of oats, rye, and barley, and 4,500 tons of hay, and they made 1,000 pounds of butter. They sawed 852,000 feet of lumber. By hauling freight they earned \$2,130 with their teams; and they sold \$22,000 worth of farm products. They own 3,500 horses and ponies (though the ponies are worthless except for riding), 3,500 cattle, 350 swine, and 650 domestic fowl. There are great herds of worthless ponies. My constant sermon to them was, "Learn how to change ponies into cows." I had a talk with an old chief of the Putes about this matter. He was a conservative, a bad piece of inertia, stout, apathetic, good-natured, but reactionary. I asked, "How many cattle have you?" "Ugh! Seven." "How many ponies?" "Ugh! Suppose seventy." "How much does it cost to raise a two-year-old heifer? Does it cost more than to raise a pony?" He admitted that it did not. "What is a two-year-old heifer or steer worth?" "Twenty-five dollars." "What is a pony worth?" "Nothing." "Then," I asked, "why don't you get rid of your ponies and raise cattle to sell?" "What for sell them?" "To get money," I replied. "Don't want money." "Well, if you had money you could buy things for your family." "Dont want things; want ponies. Indian don't want cows. Ugh! Indian want ponies." He was almost the only one of that type whom I met at Klamath, however. The others were wide awake to their future, and were eager to make money.

A TYPICAL INDIAN "MAN OF MEANS."

Prominent among the more enterprising men of this reservation is Henry Jackson, perhaps 48 years old—a man of substance, owning cattle and improvements worth \$25,000 to \$30,000. He is a "Pitt River" Indian by birth. The Klamaths and Modocs used to make raids upon this less powerful and less warlike tribe, 100 miles and more to the west and south. In such a raid forty years ago Henry Jackson, a boy of 5 years, was taken prisoner, and brought back with many others the slaves of their captors. Old Chief Lalu had Henry as his slave. As we were driving across the reservation to the subagency at Yainax, we camped, to give the horses rest and feed and to take our luncheon, on the bank of a pretty little river whose waters were overhung by willow thickets. Old Chief Lalu's wicky-up and house stood above the stream 50 rods away; and he came to call on us at luncheon, and broke bread with us. He is very old, but his eye is still keen, and he is alert and active for one of his years. As we sat upon the grass beneath the willows at luncheon, a beautiful deer, a large 5-year-old stag with a noble pair of antlers, came daintily and cautiously towards us, and finally rubbed his nose against old Lalu's shoulder. It was a tame "mule-deer," a fine specimen. The horses feeding, the luncheon spread by the stream, the little circle of white men with two or three Indians lying on the grass, and the tame deer feeding from the old chief's hand, made an Arcadian scene!

I asked Chief Lalu, "Do you remember Henry Jackson?" "Yes. When I go on the war path down Pitt River, 'most fifty years ago, we get about fifty of them Pitt River Indians. We bring him back. Henry Jackson was my slave, five years old. When he get so big (showing height with his hands, about fifteen years old) I let him go free. He's a big man now; he own best cattle, most cattle anyone here. He got horses and barns; he's worth \$30,000. He's my slave once."

Except the lazy, the vicious, and the reactionary, every one respects Henry Jackson. He came to see me, and I talked with him for an hour or two. He speaks English well. He is one of those strong, decided, practical men who make their way in any community. He would be a "leading man" wherever he lived in any settlement of farmers or cattlemen. But the great trouble which now overhangs his prospects I want to tell you of briefly; for it illustrates the difficulties which a man of strong character, good purpose, and deep feelings must overcome in breaking away from and breaking through the superstitions in which he was reared.

Henry Jackson has been through an awful experience. He had a boy very dear to him who had been in the Indian school. Lung trouble developed. The father tried all kinds of medicines and many physicians, but the son did not recover. He was the hope of his father. Like other half-desperate parents under similar circumstances, Henry Jackson was ready for any new treatment which promised recovery. There appeared among the Indians an oily-tongued Chinaman who had let his hair grow long, and said that he practiced "Indian medicine." Everything else having failed, Henry Jackson at last consented to let the Chinaman cure his boy. This Chinese quack and impostor sang his incantations over the son for a week and more. He wished to destroy the influence of the old Indian doctor who had been the boy's physician; and at last, in a crisis, after the physician and the father had sat beside the bed into the gray dawning, while the sweat of terror dripped from the father lest

he lose his son, the Chinaman said, "Your boy never get well while old Indian doctor is living." No one believes that Henry Jackson killed that Indian doctor; but within a few days after this "prophecy," he was found 20 miles away, his skull crushed in. Then the envious enemies of Henry Jackson closed in upon him and accused him of the murder. The men who know him best say that they have not the slightest idea that he knew anything about the crime. There was not any evidence against him. He faces the charge like a man, and says he will live down the ill repute which the charge for the time being has given him. But he wishes that he had followed the agency physician's advice and had not had anything to do with "Indian medicine" or "Chinese charms." This is one of the problems such men have to meet, in breaking away from barbarism.

AN AGENCY GOOD ENOUGH TO BE DISCONTINUED.

Henry Wilson, one of the judges of the court of Indian offenses, interpreted for us when we spoke on Sunday at Yainax (the Klamath subagency) to a large audience of Indians, only half of whom understood English. Afterwards Judge Wilson, himself a member of the tribe, spoke to these Indians. He speaks and acts like an educated gentleman. He is exceedingly interested in their progress, their education, and in their attempts at self-government and active citizenship by voting to make their own local roads and dig irrigating ditches by joint labor.

Jesse Kirk is another leading Indian, one of the strongest on the reservation; a man who can help his people to get on without an agent when the agency is discontinued, as it soon should be.

This reservation owes much to its agent, Capt. Oliver Applegate, who, like his father before him, has been a life-long friend of the Indians, whom he knows so well. The son of a man who pioneered the way for Fremont and guided some of Fremont's earliest and most daring explorations in the Northwest, Oliver Applegate married perhaps the best kind of wife for an Indian agent, the daughter of a home missionary of the Methodist Church. Under the leadership of Captain Applegate, the Klamath Agency should soon attain to the highest possible success for an agency—the state of fitness to be done away with—the honor of having prepared the Indians it has cared for to live as independent, self-supporting citizens of the United States, able to manage their own affairs. And to this end Captain Applegate says he looks forward hopefully.

THE BLACKFEET AND PIEGANS.

From Klamath I went to northern Montana and visited the Blackfeet Agency. They have a territory nearly 100 miles by 30, or about 1,760,000 acres. They all wear citizens' dress. Some eight hundred of them can read English. They have built 620 houses. Fifty per cent of their subsistence is given them in Government rations. They earn most of the rest by civilized labor. Cattle herding is and should be their leading industry. The new agent, Major Logan, seems to be doing good work. I telegraphed him that if they wanted a Christian talk on Sunday I would come to the agency at any hour which would suit the Indians and the employees. The agent replied that the message came so late on Saturday that the clerks and employees had all gone away, as they were not accustomed to having Sunday services. He summoned the Indians, and they sent a message that "they wanted to have a council with the white brother, but they could not come that day, because on Sunday they prayed to the Beaver god, going at sunrise and praying till sunset;" that "they would be glad to have the white brother pray to the Beaver god with them; but if he would not, then he must say what he would do." I sent word that I did not wish to join their worship; that I hoped that when we worshiped and prayed we could get nearer to the center than the Beaver god. I said I would speak with them if they wished to come to the agency that afternoon. And they came. Yesterday I gave you a list of the names of the leading Indians who came to this council and an idea of the themes discussed.

The most interesting fact connected with the inspection of this agency and of the Fort Peck Agency, where Major Pratt was with me—and we spent an entire afternoon in conference with over a hundred of the leading Indians—was the growing conviction on the part of the leading Indians themselves that free Government rations were not making them manly or self-supporting, and that some other way must be found. The steadily growing disposition to ask for more good cattle for breeding, to be issued to them instead of rations, was very noticeable. If the Department so shapes its policy with these Northern tribes as to limit the issue of rations to such of the old, the infirm, and the fatherless young as really need them, and for two or

three years issues more stock cattle, and presses upon Indians the absolute necessity of their putting up hay in the summer to keep their cattle through the winter, there is every reason to believe that these Indians could, and would, become self-supporting within three or four years. But the man-destroying effect of continuous free feeding, is painfully evident in many ways.

In response to the request from members of the conference that I make you see, if possible, some of the scenes I saw in this nascent civilization—the early stage of progress from savagery to citizenship—I will read to you from my notebook a description (written at the time and in the court) of an hour or two spent with the Indian judges at this agency, in the “court of Indian offenses.”

THE COURT OF INDIAN OFFENSES AT THE BLACKFEET AGENCY.

Judge “Shorty White-grass” presided. An immense head with strongly-marked features; a deep chest and powerful arms and shoulders, and a voice which would fill easily and well the chamber of our House of Representatives at its noisiest, would lead you to expect a well-proportioned man of more than six feet in height. He is only four feet eight inches high, however; and he wears his black hair long, and is fond of carrying on his left arm a green parrot, which is vaguely suspected of whispering oracular wisdom now and then into the ear of the judge. He is a great “medicine man” among his people, and with the old chief, White Calf, Lone Plume, Mad Wolf, and other conservatives of the tribe, he spends his Sundays in worshipping and praying to the Beaver god. The two associate justices were Little Plume (a son of Chief White Calf) and Wolf Tail.

The three judges are seated behind a table at the end of the court room. When I enter they rise and bow courteously and point me to a seat beside them, where an interpreter, a returned Carlisle student, “Englishes” the proceeding for me sentence by sentence. Ranged down either side of the room stands a row of wooden chairs against the wall. Members of the Indian police, sterling fellows in uniform, with good, intelligent faces, act as messengers and officers of the court. Ten or a dozen Indians are interested but stoically quiet spectators. The case before the court as I enter is concerned with certain domestic infelicities in the married life of an Indian ranchman and his wife. “Cowbedding” is his name, and he and his wife had a quarrel last Saturday evening. She complained to the police, and asked that the court take action; but before her complaint could be acted upon her husband had gone to the police voluntarily, saying that he had acted badly to his wife and she toward him, and he thought it best that the matter should come before the court. Proceedings in the court room are formal, quietly dignified, almost stately, notwithstanding the homely nature of the matter brought before the court. Impressive silences intervene between successive pieces of testimony and between the utterances of the different members of the court. Cowbedding and his wife sit side by side. And I read you now from my notebook the little picture I tried to make of them as they faced me in the court room. She wears a red handkerchief striped with yellow folded over her black hair; about her shoulders a broad scarf striped with red, yellow and blue. A heavy white and blue blanket is worn as a shawl. The skirt of her dress is of whitish calico, faded, but with two bright red, horizontal bands let into it and showing as the let-out tucks in the gown of a rapidly growing girl sometimes show. She wears neatly laced moccasins upon her feet. Her face is almost lady-like in its refinement of feature, with a long, straight, slender nose and remarkably delicate curves about the cheeks and lips. There are bracelets, of large brass bands and rings, upon her wrists, and several rings on each of three or four fingers of each hand. Hands and fingers are slender and shapely. She carries a little riding whip in her hand (they have come on horseback), and in her interest and embarrassment, as she hears the testimony and listens to her husband’s story and to the words of the judges, she restlessly and unconsciously twists and untwists this little whip until parts of it fall to pieces in her hand.

The judges called upon her to tell her story first. She lifted her hand, made the affirmation, and then in a low tone and very quietly she gave her account of the trouble. Her husband, she said, had been at the horse races Saturday, and came home late. When he rode in she went out where a group of men were standing, and, annoyed because he was late, she thought she would try “jossing” him a little, and she said to the other men that they “had better run out of camp the man on the buckskin horse!” The only man in the camp on a buckskin horse was her liege lord, Cowbedding! This she said in fun, she affirmed; but it made her husband angry. When he came in and she gave him his supper, she said he would not eat. He said to her that he could not eat. He told her that after she had talked to him so, the food she cooked for him “would not agree with him.” He said he didn’t

feel like eating it, and that if he did eat it, it would be as bad for him as dyspepsia, because he couldn't feel right toward her. Afterwards he struck her with a porcelain dipper. It hit her in the side, and made a mark,. He said he struck her with the dipper because she pushed over their little child. Then when she spoke some words to him, he would have struck her with the heavy pole which lay before the bed (it was in the tepee), but his mother stopped him, she said. Afterwards he threatened to drive her out of the tepee, which would have been as formal an affair as the old New England proclamation of "divorce from bed and board;" but his mother, from the other side of the tepee, intervened by calling out, "You had better be quiet and let us sleep," and so the quarrel ended. In the morning she spoke to one policeman; but Cowbedding had spoken to another policeman first, and so they were before the court by joint request.

Then Cowbedding told his story. He was a tall, good-looking man, with aquiline nose and long, black hair. He wore a close-fitting suit of blue woolen stuff. Blue moccasins were on his feet, and rings in his ears and on his fingers. In addressing the court, he, too, was very quiet and deliberate, and after lifting his hand to take the affirmation, he spoke with deferential manner as one under authority; yet he told a very straight and plain tale. The interesting point was that his story did not differ in any essential detail from that of his wife. He told it in almost the same words, only emphasizing the fact that after she had "jossed" him so that he could not eat the food she had cooked, she got angry and struck their little child. Then he was angry and struck her with the dipper. Then he added very gravely, "I know I did wrong and I am ashamed, and I told the policeman I was ashamed and I thought we had better be brought before the court; but she knocked the wind out of the child and I felt bad."

After an impressive silence, Judge Shorty White-grass, having consulted briefly with the other judges, rose to the occasion and pronounced the decision of the court. The Indian love of oratory was strong in him, and he was not by any means unaware of the presence of a stranger from Washington, and evidently he was not averse to letting that stranger hear the moral maxims which the court held applicable to such cases. But on the whole it was as kindly a mingling of paternal and neighborly advice with the administration of rudimentary justice as one could ever hope to hear. He told them how a married couple ought always to live, loving one another and helping one another. He affirmed that the court were unanimous and clear, upon the testimony, that the quarrel had been unseemly, reprehensible, disgraceful! But since careful questioning had elicited the fact that the blow with the dipper had not caused lameness or made a bad wound, and since the mother, by her own admission, had struck and pushed over her little child, thus partly excusing Cowbedding's anger, the court had decided not to punish either of them further. But the court expressed the strong hope that they would live together hereafter as they knew they ought to live; and now they must sit still beside each other in the court room and think over what they knew was right until they could do it, and then they might go home.

I confess I was greatly interested in the case, because the play of their features and the nervous working of their hands seemed to indicate that husband and wife were fond of each other, and were ashamed of their falling out. Under the sentence of the court they sat silent side by side for half an hour, while the next case was called, and the proceeding went forward. Then, while that case was in progress, I saw them turn and look at each other, then they quietly arose and went out together, and as I looked out the window I saw an almost unheard-of-sight—an Indian man helping his wife to mount her saddle horse! Then, side by side, Cowbedding and his wife rode toward their home, where I hope that not horse racing, nor "jossing" the husband, nor the dyspeptic disinclination to eat food that a jeering wife has cooked, nor an impatient blow at a child, nor the "retort discourteous" with a porcelain dipper, may ever again mar the peace of the tepee or call forth the eloquent rebuke of Judge Shorty White-grass and his associates.

THE YOUNG MEN LEAD IN THE WHITE MAN'S WAY.

I wish that it were possible for you all to hear the speeches of such a council as we held with 150 of the Northern Yanktonai Sioux and Assiniboines at Fort Peck. For a long afternoon we listened to them, drew out their views of their own life and its possibilities by questions, gave them our ideas, and answered their questions. You would have felt a profound sympathy with men of no mean natural ability who found themselves utterly at a loss, unable to live in the old way, confronted with a civilization which has destroyed their former manner of life, and has not yet taught them how to support themselves under the new conditions.

Typical of their condition in this transition stage, and of their only hope, education to self-support, and Christianization, was the speech of one of the oldest chiefs. He had called out "returned students," young men from the Carlisle school, and these young men had spoken well and hopefully of "the new way" and of the lessons of life they had learned in the East. Then at the close of the conference the old chief said: "When I was a young chief all the young men kept silence and the old men talked in the councils; and that was right, for the old men knew, and we did what the old men said. But I have lived to see a time when the other thing must be done. We old men must be silent, and we must hear the young men speak. For we must all go the white man's way. There is no other way now. The buffalo are gone. There is no game. And the old men could not go East. But our children have gone East, and they know the white man's way. A light comes from the East, and our young men have seen it. We old men must listen to them. We must keep silent and go as the young men tell us—in the white man's way."

At the conclusion of this address Dr. Gates introduced Miss ESTELLE REEL, the superintendent of Indian schools. She declined to give an address, but consented to say a few words to the conference.

Miss REEL. I appreciate the honor and privilege of being invited to address you, and am deeply grateful to Dr. Gates for his kind and courteous invitation. I am glad to say that I have had the cooperation of my predecessor, Dr. Hailmann, to assist me in my work. He was generous enough to say that the Los Angeles convention of teachers was one of the best that has been held in point of numbers and interest. Of the year and a half I have been in office, the greater part has been spent in visiting the schools in the field. We have many that are of great influence, as has been shown by Mr. Welsh, Mr. James, and Dr. Gates. I have a few educational theories of my own, but I shall be cautious in presenting them, and shall take the liberty of frequently asking the advice of this conference in regard to Indian matters.

Rev. Frank Wright was introduced as the son of a Choctaw.

ABSTRACT OF ADDRESS OF REV. FRANK WRIGHT.

I was at Fort Sill when the Apache prisoners of war were received. I wanted to have religious work done among these Apaches. The officer in charge did not give us any encouragement. I returned there recently and found Lieutenant Beach in charge, and presented the case to him. He said, "If you are going to do permanent work, you are the man I want." It was refreshing to find a United States Army officer a Christian man and taking a spiritual interest in these people. He did all he could to get the work on its feet. He said he intended to leave soon, and he should not be satisfied not to have such work inaugurated before he went away.

We had a council with the Indians, and Lieutenant Beach was present. In his opening speech Lieutenant Beach said, "I am going away in a year or two, and I want to establish mission work here and put up a day school, if you want it." One man after another got up and spoke, and among others Geronimo said he was glad to have them established. But you must take a grain of salt with what he says. He is the one who got his people into the war. The real leader of these Indians is a noble man, a man whom you would honor; but Geronimo is an old rascal. Nevertheless we may reach him with the gospel. "As a man thinketh in his heart so is he." We have got to reach their hearts, and we can do it. It takes infinite patience to reach the Indian, but it can be done. We are getting converts. We take one here and another there; but the trouble is, too often, after you think you have got him down he goes. They are like backsliders in white churches. After awhile we get them again, for God's grace is powerful. You have to have faith, and by and by they will accept the gospel, be baptized, and rejoice. Heathen? Yes; they come round and talk so nicely when you have bread or work, and you expect everything to be successful; and then you will open a school, and the next Saturday night you hear that tum-tum commence again, and they dance all night. That is an inauspicious opening, you say. No; not entirely. Let the devil heap on all he can, by and by we shall win, after all. The Indian needs the gospel. We can not do anything with them without it.

We are not to put our faith in any one man or woman, for about the time the printers' ink is dry telling of your convert he has fallen. We must not judge these Indian Christians by the standards of the East, for their environment is all against them. All we have to do is to have patience. Sometimes they go into the paths of sin because of temptation, but many sincerely repent. They have temptations that we know nothing about.

I am a great believer in Major Pratt's methods, and in Carlisle, Hampton, and Haskell, but I believe in reservation schools also. At Seger's Colony we have a won-

derful illustration of what can be done with such a school. The children carry into the camp the influences that they get in the school. General Seger is one of the best examples of a worker I have ever known. I wish you could get him here.

Mr. SMILEY. Bring him here yourself.

Mr. WRIGHT. I can't do it. When I came away I saw him packing up bricks, and he had a lot of Indians helping him. He said, "I want to show the people that they can do all the white people can do." Some were driving the mules, some hauling water, some digging clay, some molding the bricks, others carrying fneom to the pile, and he on top placing them. He has sacrificed his own life and the lives of his wife and children to this work. The best friend of the Indians is John H. Seger. He is school superintendent, district farmer, everything. He works day and night, and he is bringing excellent results.

The PRESIDENT. Another fallacy, to be spiked to the board where you nail lies, is that the Indian will not work. I have seen enough to know that as a general statement it is not true. Many of them are hungry for work. One of the leading officials of the Santa Fe road said to me when, speaking of the Mohaves (whom I had thought to be about as bad a lot as we had), that some of the best workmen on the road were of that race. Another engineer said that he would rather have the Papagoes to work for him than any other men. They, too, are hungry for work.

Mr. SMILEY. A few years ago in this room we raised nearly \$3,000 for the higher education of promising Indians. That fund has been expended in doing that work. It is nearly exhausted, only \$62 left. We have a chance to use money for that purpose in the education of an Indian girl who has wonderful musical ability. We want to show that an Indian girl can be a leader in that line. We shall be glad if anyone feels like continuing that fund.

Miss Collins was introduced as from Standing Rock, upon which Senator Dawes said, "She is a standing rock herself."

ADDRESS OF MISS MARY C. COLLINS.

It is thirty years since Grant's peace policy was inaugurated. I have been living on an Indian reservation twenty-five years. I went out before the establishment of Government schools. I began my work with the people when there was no Dr. Hailmann, and I have been among them all these years, and have seen many experiments fail and many succeed. I have come to the conclusion that the one thing that is stable, or that is like Tennyson's brook, which goes on forever, is the missionary. I have seen agents, superintendents, secretaries rise and go out, and the missionary is the only one who stays. The missionary, therefore, is the one who ought to have something to say in regard to what seems the right way to deal with the Indians.

One thing we are too apt to leave out in all our considerations of these great problems, and that is the Indian himself. I speak from the Indian's standpoint. I try to put myself in his place.

Yesterday someone said here that the way to civilize the Indian is to put him out among white people; to take these children away from the reservation and the influence of the old people. When we come to that conclusion we have made a great mistake. Whenever the children are taught to despise their home and parents it is a great mistake. I can not too strongly protest against that. On Decoration Day I had some beautiful wreaths and crosses made, and we went to the little cemetery, and I laid one cross and crown on Little Eagle's grave and on the grave of Strike the Kettle another, and someone asked what I did that for. Strike the Kettle is not a very romantic name. He was an old man—nearly 70 when he died—and had to walk with a stick. What had he done that he should be remembered on Memorial Day? Strike the Kettle was an old-time scout for years, protecting Uncle Sam's mail bags from hostile Indians, and from his own tribe possibly. He was wounded in one of the fights with his own people while protecting the United States mail. What else did he do? Once, when the great prairies were on fire for days, and they were fighting it, the winds swept back into the woods, and we could see the flames leaping to the trees, and we feared that our schools and the whole village would be swept away. Finally we thought that we were safe, and we went to sleep. The fire sprang up again in the night, when the men were perfectly exhausted after fighting it. I stood watching it, with my wagon packed with bed and provisions, ready to flee for safety at the last moment. Some of the Indians came up, and Grindstone said, "Go to bed; we will watch the fire, and we will let you know." By and by I noticed someone standing by my gate. It was Strike the Kettle. When I spoke to him he said: "I could not fight the fire, but I will stay here, Winona; I will stay by the gate." And he did stay till the fire was out. Is it any wonder that I put a wreath on his grave? He was a Christian king among his people—a leader. Yes, we put a wreath on his grave.

In 1866, when we had an Indian war, some white persons were taken prisoners and carried away, and Standing Elk, who lies buried in our cemetery, went with others to rescue them, and brought them safely back to their homes hundreds of miles. Doesn't he deserve a cross and crown? These are the men that you teach the children to despise, the fathers to whom you say they must not go back. I say that is not right. There is good in the Indian. The Indian mother teaches her little child in the home. She takes care to teach what she thinks is right; as much care as you do what you think is right. You would be surprised to go into the Indian home and see how careful they are in the training of the children. The fathers teach them to be brave, and that they must not "whine." Suppose they do have to go without breakfast and dinner and supper, that is nothing to complain about. And the mother teaches the daughters to be quiet and ladylike, to be good women, never to speak loud. They always speak in a very soft tone of voice, and when they go to the Government schools they often have to eat bread and water, because the girls refuse to speak loud enough to be heard at the other end of the room. We want the children to speak distinctly, and we think they are doing the very best they can. These teachers should remember there is another side. There is the Indian side. The missionary, as she goes from house to house, sees the people as they are. There is no halo about the Indian head to the missionary. She sees him in his filth and his dirt, and as he is in his family. I went into a house once; four children were in the school—a boy of 15, a girl of 16, and two younger children—all very bright and intelligent. I went to the parents' house, 20 miles away, and the mother sat on the dirty floor feeding a dirty baby out of a very dirty kettle with a very dirty spoon. The father was in the same filthy condition. I was wondering what I should say, when the little child just then stepped up before me. I had heard a good deal about this woman's father, who was a chief; that he did so and so, and I knew he had a high character among his people, and that he was very tall. So I said, "What a tall baby; he must be like his grandfather." Then she began to wipe a little of the dirt off the baby's face. The next time she came to my house he was clean as could be, and she said, "Shake hands with Winona;" and when we shook hands, she said, "Winona said he must be like his grandfather." I had won her confidence and love by that simple remark. I began to talk with her, and I encouraged them to put up a log room, and when it was up I gave the woman scraps to make a quilt, and when I went to carry them to her I found the room was as clean as could be and the bed nicely made up. There were pillowcases made out of flour bags, and everything looked pleasant, and I thought, then, the girls now will not be ashamed to go home. They will invite the teachers to see the home, and the father and mother will come to church. They will not go back to the blanket.

We want the gospel to touch their hearts. It is not all to polish the young man on the outside and let him be untouched inside. Of course he will go back to savagery when his clothes wear out. We must begin to make the man from the inside. You take away his old religion whether you say anything about it or not. You do that when a boy learns to read, write, and talk. When he has learned that he knows that there is no use in going out and painting a stone and praying to it; he knows that it will not answer him if he does pray to it. You take away his faith in the old gods, and if you do not give him anything in the place of it, he not only goes backward, but is worse than ever. He needs to have a solid foundation on which to stand.

I would like to take you to the Grand River and the homes of those Christian people, and see them in the morning at family prayers. They read the Bible and kneel down, and the father and mother pray; and such petitions as go up! If it is on the reservation, and they have a school and teachers and a superintendent, you will hear the plea that God will bless them; that he will give them great wisdom in dealing with their children; and sometimes they explain a little to God, and say their little girl is so little she does not know how to tie her moccasins, and will God make them very patient with her. In the Grand River Government boarding schools, under one Noble by name and by nature, is one of the best superintendents I have ever seen. He is a Christian and the people love him, and they pray for him a great deal in their homes. He tells them the truth, and treats the old Indians with great respect and consideration, and he is a success.

We can not gather the Indians into the church in great numbers at one time; they like to act independently. Each Indian must think for himself. If any people were ever individual in character and motive it is the Indian. No people have felt their individuality more. Because one man does a thing it is no reason why another should. I think we have as few that fall from grace as in any church, for they come into the church understandingly. I have heard people say they knew a great deal about Indians when they could not speak a word of any Indian dialect. How can we know a man when we do not know his manner of thought? One of the deacons of our church was a nephew of Sitting Bull. He came in one day and said,

"I know you are very busy, but I want to ask a question. We had a meeting of the Y. M. C. A. and a debate, and we could not decide which side beat, and we said we would leave it to you. The subject for debate was, "If a man sins shall he be dismissed from the church?" I said, "That has been debated by greater people than you and I; which side did you take?" He replied, "I said no, he should not be dismissed." "What is your argument?" I asked. He replied, "In the old times every boy had his friend who was his Koda; he was as close a friend as one person could be to another. It was like David and Jonathan. Everything was divided between them. Now if I should go on the warpath with my Koda and we were beaten and my Koda was wounded by the enemy on the field, and we had to run to save our lives, if I should start and leave my wounded Koda, it would have been better for me if I had died than to go back and endure the disgrace of having left my wounded friend behind. So I would take him by the hand and help him to stand, and help him to a place of safety. So my friend wounded and fallen on the way of life, if he can not get his hold again, if he falls, I must help him up. I say we should help him up and carry him till he is able to try again. If we do like that when we are savages, it seems to me that when a Christian man in the church is wounded and falls, we should put him on his feet again." And so it seems to me that the nephew of Sitting Bull is a grand Christian character.

A great many men with whom I come in contact have never been off the reservation, but that is no reason why they are uneducated. No one can live so close to nature without being educated to some extent. They love to study nature, and they are instructing themselves constantly with regard to certain things. I was coming from the school one evening when I heard croaking in the distance, and I said to a little Indian 12 or 13 years old, "Hear that frog." And he said, "It is not a frog; it is a grasshopper. I saw him do that once," he said. I asked how he did it. He said: "I went into the woods and listened and listened, and when I got near I could not see; and so I took a blanket and rolled myself up like a log and lay a long time, and they thought I was a log, and it made a noise with its legs, and I saw it." So you see they are not ignorant, only they do not know civilized ways. We want to recognize the good that is in them and build on that and not tear it down. The only one of the Ten Commandments with promise is, "Honor thy father and mother," and we can not drop that out of the Indian decalogue. The children are not to despise their fathers and mothers, but they are to walk along together. The congregation that I speak to is made up of old men and women, great grandfathers and mothers, and the mothers and fathers of the children. They are all together in the church. Because the old men and women are old, and because they wear their hair braided, and because the old man wants to put on a blanket, I never feel justified in saying about him, put him out; he is an old man and of no account. He is a man, and there is something in him that will comprehend justice, mercy, and love. Some of them have made beautiful Christian people. I do not know of many who are bad—all bad. There are not many who have no desire to do right, and those have not much influence.

So when these young men go home they will remember that they are going back to the home they loved, and in the home where the missionary has been that home has been keeping pace with them in some degree. Send out your missionaries and station them all over the land. Build houses for them, and rooms where the people can come and play games and read and study. If we could have such places our work would go forward more rapidly.

President GATES. If we had two hundred such schools we should solve the whole problem.

Miss COLLINS. If we could have good field matrons—Christian women who do not go out there simply to draw a salary, but because they want to lift the Indian into true living and home keeping—they could do a great deal of work. I am sorry to say that I have been so unfortunate as not to come in contact with that kind of field matron. We need women ready to sacrifice themselves. I saw once a field matron who said to me, "I am coming round to your house next week; this is the end of the quarter, and I have to make a report of the number of visits I have made; I am going to start in next week and visit them all." That woman did not know that that was not the right thing to do. She did not understand that her business was to work in the Indian home every day in the week. I am so glad that I could shake hands with Commissioner Jones and Superintendent Reel, and that we can feel that these Government officials are the friends of the Indians. I want you to feel that the missionaries and the Government are not antagonistic. Sometimes we are treated on the reservation as if we were interlopers, and as if the missionary had not the rights of a citizen. We have to keep still and see wrong that we should be glad to have removed, but we are helpless.

I can see many things our Indians need. First, we do not want them to be used as playthings; they are men. Agents should be required to forbid dancing and painting faces; he should not be allowed even on the Fourth of July to have his Indians go back to the old way. The old customs are wrong, and the native dance stirs up the war spirit. It demoralizes the old Indians and even the school boy and girl. Let us have no more "Wild West" Fourth of July. Then issue cows to our Standing Rock Indians, and give us farmers who have nothing else to do but go from house to house to help the Indians in their efforts to farm, showing them how to do it by example as well as precept. Our country showed at the last Presidential election that the voters believe in the gold standard in monetary affairs. Let the voters show by their votes that they believe in the Golden Rule standard in Indian affairs; no more sectarian schools supported by the Government; no more wild Indian exhibitions; no more using of the Indian service to pay political debts.

When asked her opinion about the classified service, Miss Collins said: In the Government schools you will find that those who are doing the best work are those who have been appointed through the classified service. And you will find that the inefficient ones, those who make trouble, who are continually stirring up quarrels, are those who have been brought in without an examination. The classified service has done a great deal in bringing up the service, and I should like to see the agents put under the same rule. The agents will object and the politicians will object. But a country that goes to war with a foreign nation in order to redeem an island from tyranny and neglect can not afford to stand before the world as unjust to its own helpless wards. Take the whole Indian service out of politics; put into office great and true-hearted men that love their country, not for what they can get out of it, but for what our country is and what she may yet be when truth and righteousness shall reign.

The CHAIR. One of the difficulties we have to deal with is the fact that so many charges come to us accompanied with the injunction that we must make no use of them, lest the sender of the report may suffer. If names and dates could be given there would be a far better chance of securing the righting of wrongs.

Mr. SMILEY. I never went to an agency without people complaining to me, but the charges were not often specific.

NEED OF THE BIBLE IN INDIAN SCHOOLS.

The CHAIR. We remember that when the contracts with the denominational schools were given up we feared that the immediate result would be the loss of the most vital power in the civilization of the Indians, the helpful personal influence of Christian men and women as teachers and preachers and friends. Now, we are all friendly to the Government schools; but with all my interest in education, and my admiration for many of the methods and standards of the Government schools, I feel compelled to say that there is a very great danger to the work of uplifting the Indians, from the feeling on the part of some of those who work in Government schools that someone (not the Superintendent of Indian Schools nor the Commissioner), but the feeling that somehow, someone makes objection to active Christian work in these schools. I found this feeling time and again. The teachers say, "I am not to read the Bible in the school, so I try reading Emerson or some good poetry." Emerson is a sage and a poet; but no poems get close down to the life of these people, and give them the lessons and the moral strength they need, as do the words from the Living Book. There is no character-forming force like the Bible. I can recall several cases where teachers said to me, "I do not read the Bible in my school; I should like to, but I suppose I must not;" and in an interview with the superintendent or the agent, in every such case the wish was expressed that the teachers would use the Bible; "but we can not require it."

Another danger that I observed was a desire on the part of many employees to pass too quickly from one position to another; to use a position merely as a place from which to "get promoted." We must be alive to these dangers. Religious work, Christian work, must be done among Indians or they will not make good citizens. If we had no other motive than patriotism, the wish to see these 250,000 American Indians good citizens, should lead us to see that they receive training in sound Christian morals. We ought to learn from England, who made the awful mistake in India of dethroning the old religions and substituting nothing for them, and England is now admitting freely the sad mistake made by her in giving an exclusively secular education to the millions of India.

Hon. H. L. DAWES. At the opening of the session this morning Mr. Smiley called attention to the deplorable condition of the allottees under the severalty act as detailed in a letter which he put into my hands. For obvious reasons there is very little more that I can do for any of these allottees. If anyone can point out, how-

ever, where I can do more than has been done already, God knows there is no one here who would be so glad to do it as I. What has the United States already done for them? It has covenanted with each allottee that the United States shall hold for his exclusive use and enjoyment 160 acres of land for twenty-five years, and then shall deliver it over to him or his heirs free of every dollar of taxes or debt or contract.

When he takes this allotment the act has clothed him with all the rights, privileges, and immunities of American citizenship as fully as anyone here enjoys them. Now, if there is anything more than that that the law can do I wish someone would point it out.

I remember when that bill was before the President for signature I took the opportunity to say to the Board of Indian Commissioners in Washington that it only opened a wider door of opportunity for the friend of the Indian, but that if anyone thought that it would enact civilization and self-support into the Indian he was very much mistaken; and if they were content to put him out upon his allotment and leave him there with nothing but the blue sky over him and nothing with which to gather up subsistence, and no knowledge of what to do when it was there, it were better that the law were never enacted. It has come to pass in some parts of the country just what I feared, danger and peril to the allottees. The Government of the United States has done, as I conceive, everything that it is in the power of law to do. Each allottee holds a patent from the United States describing his 160 acres, recorded in Washington and on the reservation where he lives, that they will hold him in possession of that land for twenty-five years for a home. He can not part with it without an act of Congress, nor can Congress itself take it from him without his consent. No baron in England has a better title than he to that home. But if the administration of that law has failed, if the friend of the Indian has omitted anything, what else can be done? Shall we let him go with the idea that we have enacted civilization into him, or shall we gather round him and strengthen him, and stimulate and encourage him, and protect him from the greed that is round about him? I thought that was the purpose of the law then. What I said at that time was not very acceptable. I got pretty well rated when I said it, but now my attention is called to a condition of things very like what I described in advance. I have felt pained at the indifference toward the allottee, on whom, in my opinion, rests the hope of the consummation of the work that we have in hand. Without taking more time I offer the following resolution:

Resolved, That the attention of the Board of Indian Commissioners be called to the condition and needs of the allottees under the severalty act, with the request that they consider and adopt such measures as will more surely protect them from outside encroachment and more effectively stimulate in them the development of self-sustaining citizenship.

PRESIDENT GATES. As one of those present when we were all applauding Senator Dawes for his success in securing the severalty bill, and when he uttered that most grave warning as to the disastrous results that would ensue unless this bill were followed up by wise and kind treatment of the Indians, I want to bear witness to the prophetic speech of Senator Dawes.

GENERAL WHITTLESEY seconded the resolution, and in doing so said:

This is a matter of great importance. Much attention has been given to it by some of the friends of the Indian—by Miss Fletcher and others. It has had a good deal of consideration. We called in the help of Mr. Justice Strong, and under his advice a clause was introduced into the amended severalty act which defined the line of inheritance for Indians, which we regarded as of very great importance. But something more than that is needed. It is necessary that there should be an accurate register of all changes among the Indians—deaths, births, changes of residence, etc.—so that the heirs to those allotted lands may be found and identified. Of course there is a complete and accurate register of allotted lands and a copy in the Indian Office, but more than that is needed. That involves a great deal of labor, but perhaps it can be accomplished by administrative act through the Interior Department. It should be placed under the charge of one of the most intelligent clerks in the Indian Office; and we have a corps of intelligent, well-educated men in the Indian Office. He should have the entire charge of this work. In addition to that it may be necessary that the Indian agents should have on some of the reservations additional clerks to assist them in doing this work under the direction of the Indian Office. In order to effect that an act of Congress would be necessary. No Commissioner of Indian Affairs, nor the Secretary of the Interior, nor even the President himself, can appoint any additional clerks without authority from Congress, so that we may need to go to Congress for an act to carry out the purpose of this resolution, which I deem of very great importance. No doubt some of the agents at the smaller agencies would be able to do the work themselves.

Permit me a word about Indian agents. I have seen in my travels—and I have traveled all over the country among the Indians—a great many Indian agents, and with but few exceptions I have found them good and faithful men. There may be, here and there, one who can not be relied on. They are earnest, hard-working men. Some have a large amount of business, and they could not possibly do this additional work of making an accurate register, and it will be necessary to get authority for additional help.

The Chair called attention to a circular which was sent out by General Whittlesey a year or two ago, calling for statistics as to the number of Indians, etc. The results are to be found in the Report of the Indian Commissioners for 1898, pages 12 and 13. The prevalent opinion is that the allotments are greatly to the benefit of the Indian, as indicated in twenty replies that were received.

The resolution was then unanimously adopted.

Miss Anna B. Scoville was then asked to speak. Her address is omitted at Miss Scoville's request.

Hon. Charles R. Skinner, superintendent of public instruction for the State of New York, was invited to speak.

Superintendent SKINNER. A few years ago the condition of the Indians in this State was discussed at great length by this conference. I am happy to say that whatever the conditions may have been then, they are to-day at least passable, and we are struggling toward better results. We have 1,200 Indian children on the eight Indian reservations. We have 30 schools and 35 teachers. The annual expenditure shows \$12,000 expended to maintain them. We try to give them good schoolhouses, maps, globes, text-books, and teachers, maintaining them on the same principle that other schools are maintained, and sending teachers to deal with the Indian children who have heart and loving sympathy. We find that Indian children will be regular in attendance if they like their teachers.

Of the 1,200 children, I am sorry to say there was an attendance during the past year of only 800, and of those 800 only one-half attended regularly, making only one-third of the whole number who are regularly in school. The Indian children are not subject to discipline. When they are in school if they want to go home they get up and go home. That is their idea of discipline. If the teacher corrects them they will not come back to school. We have a compulsory school law in this State, and there is a desire to extend it to Indians, and I believe the sentiment of the Indians is in favor of so extending the law. The Indians will obey a law if they know it is going to be enforced, and if they are to have the same regulations as the white people. We can never get these Indian children into school unless the law can lay its hand on them and say you must go to school the same as your white brothers and sisters. I hope that change will be made, because education by the State means education for manhood and womanhood and for citizenship, and we can make as good citizens of the Indian as we can of white children. Our schools for the Indians are just as good and the teachers are as efficient as in our white schools. We find among the Indians some bright boys and girls who can be made teachers. They have taken examinations and gone through the normal schools, and have been sent out to teach, and we have never heard that they have been failures. On the contrary, they are very bright. We have been told frequently that if an Indian becomes impressed with the fact that you desire his best welfare he becomes your eternal friend. If you can give the Indians the assurance that the Government is their best friend, then the Indian will be as good a citizen as the white man, and he will love his Government and his country, and that is the meaning of true citizenship. The object of education by the State is to encourage true manhood and womanhood and love of country, which includes love of home.

I have been impressed with the words of the ladies here. I think they have struck the keynote in solving a part of the Indian problem. There would have been less of a problem to-day if the Indians had always found honesty and justice and mercy in their dealings with representatives of the Government. As it is we must establish a closer connection between the homes and the schools if we would get the best results. And that is true of white schools as well as of Indian schools. The Indian problem is going to be settled when such women go and find the Indians in their homes and relate them to the school. If we expect to reach the Indians we must first reach their homes. I wish the Government would vote enough money to make 200 such organizations as Miss Collins describes. We need to meet these problems with a liberal spirit. We are going to have them in Cuba, Puerto Rico, in the Philippines. If we can pay \$3,000,000 for the services of Cuban soldiers, who never did us any good, why should we not multiply that by three times three to establish schools to teach the English language and the benefits of good government.

Mrs. QUINTON was asked to speak, and said: We women are certainly loyal, and grateful for the grand work done by the Government for Indians and for its Indian

policy, which is certainly one of civilization; and we are grateful for the cooperation of officials in the work of our own association, as we have repeatedly said in resolutions at our conventions and elsewhere. And we know that this conference is a loyal body, and has often expressed its appreciation of Government measures and of the general Indian policy.

We have criticised defects, when we have done so, in a friendly spirit and because wrongs must be shown before they can be righted, and because we have other relations with all public interests than official relations. The men and women composing this body are Christians as well as citizens, and must be faithful to all race interests as such.

The work of the Women's National Indian Association the past year has been chiefly in missions in the destitute tribes. Nine of these have been under the care of our larger auxiliaries, that among the Absentee Shawnees of Oklahoma having been the special care of our Maine association till the transfer of that mission to the Society of Friends. The one among the Bannocks and Shoshones, of Idaho, in care of our Connecticut auxiliary, is now being transferred to the Episcopal board as an established mission, as were our stations in southern California, and the one in the desert there to the Moravian Church. The Hualapais, of Arizona, are still under the care of our Massachusetts auxiliary, and the Moquis are under that of our New Jersey association. The Hoopa station, in California, is the special field of our northern California auxiliary, and the new mission in Shasta County, our Helen R. Foote School and Mission, is chiefly supported by the Philadelphia society, its 40 acres of land and the new schoolhouse for day and Sunday school being the gift of Mrs. J. Lewis Croyer. The work begun by our national society for the Seminoles, of Florida, has led to the voting a million acres of land for their homes by the State of Florida. Our New York City association has built a new hospital for the Navajoes at Jewett, N. Mex., and we have another station at Two Gray Hills, 70 miles south of Jewett, where we have medical work and a kindergarten, the cottage there being also the gift of Mrs. Croyer.

In all these places industrial work has been constant, with all the religious teaching that could be given through an interpreter and by the swift lessons of help in sorrow and sickness. The skill, tact, self-denial, and devotion revealed here in the touching stories of workers just from their fields have marked the work at all our stations, and it would be a privilege to speak of incidents were there time.

The Mohonk Lodge, built at Colony, Okla., costing \$1,200, the gift of the conference here last year for the industrial and other Indian work of Rev. and Mrs. W. C. Roe, is an accomplished fact and has already begun its blessed work with much promise.

Sixth session, Friday evening, October 13, 1899.

The conference was called to order at 8 o'clock, after some songs by Mrs. Hector Hall, the President in the chair. Miss Frances G. Sparhawk was asked to give some facts about the Indian Industrial League.

Miss Sparhawk referred to a visit that she had made to Carlisle, and the deep impressions she had brought away of the valuable religious influence of that school on the character of the pupils. She felt that it was an entirely wrong idea to believe that Government schools educate the children away from their parents. She had never heard more touching and tender appeals made to children as to their relations to their parents than she had heard at Carlisle. One of the chief things to give a common interest to parents and children is work. As soon as they are all interested in some sort of industrial pursuit they are brought more closely together. The Indian Industry League was established to help as far as possible those people on the reservation who need help, and the young men and women who have left the schools and returned and need work. There is no theory as to where they shall work. They must work where they can find it and make the best of it.

During the past year the league has been building on the Navajo Reservation a room for Indian women, where they can have instruction not only in the old-time blanket making but in the new-time weaving. The room is not wholly furnished yet, but they have a fine cooking stove, because Mrs. Eldridge says she knows nothing that helps more in a home than good bread. They have also two sewing machines and a knitting machine, and looms will follow. When the Navajo men saw the room they asked at once why they could not have a room, too, where they could learn to make shoes and harnesses. It is very difficult now to get skins for moccasins, and they do not like the shoes they buy. The league will be only too glad to

help them when the money comes for that purpose. The Indians are ready in many places for work.

Dr. Ward presented for action a resolution offered by the business committee that speeches should be limited to six minutes, with a warning at the end of five minutes. Voted.

Mr. J. W. Davis was asked to speak.

Mr. JOSHUA W. DAVIS. Surprise and regret has been expressed at the statement made in one of the sessions of the conference implying the frequent relapse of Indians after they had had Christian training, and also a desire that testimony from other sections of the field should be presented, that it may be known whether such experience has proved to be in any measure general.

I have had the privilege of extended observation and of conference with workers who have been for many years, and some for very long periods, in the field; and one such, to whom you have listened here with interest and confidence—Miss Collins—states that no case of falling back has occurred during her long work among the Sioux of her broad field.

I have also conversed heretofore with Rev. Dr. Riggs on this very point, and he stated as his belief that there was not only not more, but fewer cases of relapse among the Sioux than among the members of churches among the whites, both East and West. The testimony of strength and steadfastness among the Nez Percés is also especially strong. Both the Sioux and Nez Percés are very slow to receive Christian truth; but they think for themselves, and when once their mind is made up they hold to their convictions with great earnestness, firmness, and persistency. And more could be said of others than these two tribes that is very encouraging, as to the steady consistency of their Christian character.

We have another ground of encouragement in a present review of Indian matters in the evident earnest purpose and prompt action for the correction of evils and abuses on reservations taken by the new honorable Secretary of the Interior and his valued executive right hand, the commissioner, whom we have rejoiced to greet here. In one instance where there had been failure for three years to secure permanent reform on one reservation there was almost immediate action taken when the matter came before the present Secretary, immediately after his entering upon his official work. It was a case with peculiar difficulties, but prompt and effective action was taken, and acknowledgment of it here is due.

The self-sacrifice of workers in the field has been mentioned here, and I wish to refer to another such instance. At the Santee School, when the water supply was nearly cut off by the failure of the old artesian well, the workers in the school pledged \$1,000 out of their scant salaries toward a new well, Prof. Frederic Riggs subscribing \$500 and another of the workers \$200. And these extremely generous offerings were made in view of the restricted means at command of the American Missionary Association for regular support of the strictly missionary work, without any such expenditure as a new well would require. It was therefore evident that an appeal should be made in the East to secure the absolutely indispensable supply of water, the want of which would be the severest blow to the school and to its vitally important work. But first, that it might be based on sure premises and be shown to business men as a reasonable business venture, I inquired through the Geological Bureau in Washington of its agents in the field, and received such unqualified assurance of the favorable geological character of the section, and of the strength of flow and fullness of supply that should be expected, that we went forward with the appeal, presenting it as a distinctly business outlay—for fire protection of all the buildings and largely reduced rates of insurance; for irrigation of the school farm and largely increased product of school food supply—these two items promising to yield 10 per cent or more on the cost.

And the appeal was further to be on two conditions—that instead of a small pipe it should be 8-inch size, capable of reborings inside if ever needed; and secondly, that money enough should be raised to reduce at least one-half the amount that should be accepted of the workers in the school, on the ground that it would be a disgrace to let them pay so large a proportion out of their salaries.

Meanwhile a lady in Connecticut gave \$500; Boston pledged \$1,000; New York followed with \$1,000; and a friend whom you were so pleased to hear at a recent session—Mrs. West—after a visit to Santee, pledged \$500 from Worcester, and a bequest came in, which completed the amount needed.

Three thousand dollars were thus raised, due largely to the stimulus of the self-sacrifice of the workers in the field and to the business aspect of the plan.

The result, in the words of Professor Riggs, is "a roaring success," as the well yields 1,700 gallons a minute.

MISS ANNA L. DAWES. The most of us perhaps have sometimes wished that we were

missionaries, too, and could do something. I think we may take a little courage, and may realize that laymen and laywomen can do something, for I suppose the audience must have read between the lines that the well was due not only to the self-sacrifice of the workers at Santee, to the kindness of other people, to the generosity of Mrs. West, but to that layman in particular—Mr. Joshua W. Davis—to whom the people in Santee are, above all, grateful. He ordered me not to say this, and I promised that I would not interrupt him, and I have not. And while I am telling tales out of school I may as well tell all that I know and say also that the money for the industries house built for the Navajoes, of which we have been told by Miss Sparhawk, is likewise due in large measure to another layman very well known in this connection. I think it is not the missionaries alone who can help the Indians, if anyone wants to.

Mr. SMILEY. Philip C. Garrett, from the City of Brotherly Love, was the other layman.

A voice. Let brotherly love continue.

Mrs. Isabel C. Barrows was asked to speak. She accepted for three minutes, that she might allude to the memory of those who had passed away during the fifteen years with which she had been connected with the conference, one of the latest and most distinguished of whom was Mrs. Ellen C. Johnson, superintendent of the Massachusetts Reformatory Prison for Women—a woman whose broad sympathies had led her to take a generous interest in the negroes and Indians as well as in criminals. One could not recall the memories of General Fisk, General Armstrong, General and Mrs. Marshall, Mrs. Bullard, Dr. Strieby, and many others without having the air seem hallowed. Such lives were full of inspiration.

Mr. Wellman said that there is trouble among the Indians about the inheritance of land. They have a curious custom among themselves. If an Indian dies, his oldest brother becomes the father of his family and inherits his land. If that brother dies, the next oldest becomes the father, and inherits from him. In a few generations, if there are several deaths of fathers, the land gets so far away from the children of the first father that they do not know anything about it.

Another wrong is in connection with the leasing of their allotments. I know, said Mr. Wellman, of one district where there are 681 allotments where only 48 are leased, and the reason more are not leased is not because no one wants the land, but because of the prejudices of some of those in control, and who hold it so high that it can not be leased. One man offered \$7,500 for a certain section and was refused. This shows how prejudice prevents the Indian from getting what he might have.

Another is rather an unusual wrong. The agency is a mile from the railroad station, and the Indians are paid 8 cents a hundred for hauling their own rations from the station to the commissary. The men in town said they would be glad to do it for a cent and a half a hundred, and would then make \$4 a day. The wrong is that it is impossible to hire these Indians to do anything without paying them about four times what is paid to white men, just because the Government pays that price. Other people refuse to pay the exorbitant price that the Government does. If they were compelled to work for what is right, they would get ten times as much work as they now do. There should be more field matrons and of a more devoted and self-sacrificing kind than some now in the field.

Rev. W. W. Atterbury, D. D., said that the conference had been marked by a spirit of hopefulness. He wished to emphasize what had been said as to strengthening the home life and ties of the Indians. Children need to have the spirit of reverence for parents deepened, and parents need to have the spirit of self-sacrificing love made even stronger. It is also important to compel the young men and women to stand up and do their part in the great duties of life.

Rev. James N. Bruce was next introduced.

Mr. BRUCE. I am glad to have an opportunity to express the satisfaction with which I have heard the emphasis that has been put on the religious and missionary work among the Indians. We must have been deeply impressed with the profound religious earnestness of our Indian workers. It seems to me that the introduction of the public-school system among our Indian fellow-citizens has opened the way and shown the necessity for practical missionary work. The school work has been taken out of the hands of the missionary societies, and we ought to strive in every way to summon those societies to enlarge their work among the Indians. I have been deeply touched with some of the incidents that we have heard to-day. You will remember in that marvelous and matchless study of the human heart that Victor Hugo has given us in his great romance, how the saintly bishop surrenders his palace, that it may be used as a hospital. That is one of the most gracious and beautiful things that he does. I wonder if you noticed that Mr. Wellman in going out of the comfortable parsonage, and leaving it for a hospital, did a parallel thing to that act which, when we read it in "Les Miserables," seemed to us too poetic, too ideal, too

superlative in its goodness to be true. And yet here we have the exact parallel told to us so incidentally that I doubt whether many of us even noticed it.

I have been struck with the extreme gentleness and restraint in all the deliberations of the conference with regard to the action of the Government and the absence of anything like censure or criticism. If I were to make any criticism it would be that there had been too much care to avoid anything like a possible hint of censure. This conference by its service and spirit has earned the right to utter such words of kindly, wise, and temperate criticism; and more than that, such words of criticism are a guaranty for the sincerity of its words of commendation. If we never administer anything but "taffy," people will doubt whether we mean all we say. But if we are frank enough to take exception when necessary, we give more force to our words of commendation. I have been told that the wife who loves her husband best criticizes him the most ruthlessly. If that is true in the conjugal relation it is equally true in the relation of the citizen to the Government, and we shall show our loyalty and patriotism far more by criticizing what needs correction, and trying to get it corrected, than by a blind and indiscriminate admiration.

Rev. George E. Horr, D. D., of the Boston *Watchman*, was invited to speak.

Dr. HERR. Let me give an illustration of the idea that civilization is not to be impressed upon people from without, that it does not consist in conformity to the external proprieties and customs that we associate with the idea, but that it must come from the ideal, the principle, the motive implanted within the living spirit, and that it will find itself expressed in various forms if that exists. David Brainerd was one of the first missionaries to the Indians, and in one of his journeys among the Indians of Massachusetts he had little time to do more than preach the essentials of the gospel. On his next journey through that region he found that temperance and chastity and cleanliness had sprung up without his having said a word about these virtues. I think there resides in Christianity, when it is once incorporated in the hearts of men, the power to produce the thing we call civilization. We must open our minds to the idea of diversity. Plant two kernels of wheat, one in New York and one in Dakota, and you will find the results radically different in the two States, and both different from what the same seed would furnish in Egyptian soil. Plant Christianity in different nations and it develops according to the genius of each. It does not override the peculiarities of any. I think by and by we shall recognize that the Christian life and principle can exist under a blanket as well as under an overcoat, and that all the national peculiarities and the backwardness or forwardness in civilization that we associate with different peoples may coexist with the fundamental essentials of the Christian life. I believe that we are working toward that recognition, and a great many things have been said here that clearly point to that.

I have never realized before as here the wise and temperate spirit manifested in these discussions, the earnest and enthusiastic desire for the elevation of the Indian, and the large influence that is being exerted upon our national policy by that generous hospitality of Mr. and Mrs. Smiley which brings us to this place.

Mrs. W. W. Crannell, of Albany, read a letter from a little Indian girl in whose education she is interested, showing the excellent progress the child is making in English. The little girl has already expressed a desire to go back to her people as a missionary when she is educated, or if that may not be, to go back and take care of her mother.

Maj. M. H. Bright, of the *Christian Work*, was invited to speak.

Maj. M. H. BRIGHT. It was my fortune many years ago, before Mohonk had been built up into a civilized community, to live for a year among the Piutes and Shoshones. These tribes were nominally antagonistic, but they never disturbed the peace of the white men nor of each other, except on one occasion. There were 700 Shoshones and 300 Piutes. The time had come for the young bachelor Piutes to marry; but after all the young women had plighted their troth there were some thirty young men who could get no wives in their tribe, as the males outnumbered to that extent the females. And so, instead of going through the process of courting, they waited till they had a dark, stormy night, when some fifty of the young braves made a raid upon the camp of the Shoshones and each grabbed a woman and came out. They brought out about fifty women, but when they came to look at them they found there were some whom they did not want as wives, while others had husbands. The result was that they kept only about thirty girls, and the next day they were married to the young Piutes. This was undoubtedly a discreditable proceeding; but the agent succeeded in pacifying the Shoshones, and the thing blew over. And now, having given this story, derived from my experience among Indians, let me add a few words on a different and more important topic.

And right here I trust I may be pardoned for saying that I regard with some apprehension the emphasis which in the course of these discussions has been placed upon

the secular and industrial education of the Indian, as if the three R's were sufficient without a fourth, namely, Righteousness. There have been, I am glad to say, some utterances on the other side of this question; and let me say that too great insistence can not be laid upon the necessity for the religious education of the Indian. Certainly, a definition of education which excludes religion is partial and misleading—we must never lose sight of that. Not all the pottery in the world, not all the foundries and blacksmithies and other industrial pursuits, will save the Indian unless you reach his heart and life. You would not want to people this beautiful valley with white or with red men, no matter how fine their physique, who did not know where they came from nor where they were going; who did not know that there was a God, or that they had immortal souls. And so you do not want to bring your Indians into the responsibility of citizenship who do not know their Creator. Let them learn to obey the commandment laid on red skins and white skins alike, "Remember now thy Creator in the days of thy youth." Let us remember that no effort for the uplifting of the Indian can ever succeed which ignores his spiritual nature; we shall accomplish little unless we assume as a fundamental condition in the work of educating the Indian the inculcation of righteous living in his heart.

Never do I go to any place, outside the place of worship of Almighty God, where I get such impulses and inspirations for the right as I do here. I see in a future, not very distant, perhaps, that the pauperization of the Indians will stop; the rations will cease; the old-time Indian agencies will disappear; the Indian agent will take up other occupations; the Indian Commissioner will not be subject to the pull of politicians; heathenism will pass away, and the Indian will take his place in Christian civilization. It will take time, but in the interval, as I rejoice to know from the assurance of our noble host, until that time has come the benign influences of these Mohonk conferences will continue to shed their rays from the golden and glory-crowned heights of Mohonk, from its mountain tops to its valleys below, until the Indian shall find serenity and inspiration, prosperity and peace, within the precincts of a happy Christian home.

Rev. LEMUEL MOSS. It is sometimes intimated that we are making a great fuss about a small matter because there are so few Indians—about 252,000. We have cities, many of them, with more population than all of the Indians put together. Why should a small number of inferior people, as we call them, take so much of the thought of the few on whose hearts and consciences this matter is laid? Peculiar obligations rest upon us in regard to them—peculiar duties and opportunities, owing to their history and through the kinship of humanity. We have been taught most impressively, during the last few months, how a wrong to a single man may stir the conscience of Christendom. An obscure Jewish captain has held the thought of the world as man has never held it in our generation, if in our century. Why should not a wrong done to an innocent Seminole boy by a brutal mob stir the conscience of this country as the wrong done to Captain Dreyfus stirs the conscience of the world? Why, when we find wrong in our land, shall we not feel profoundly that the conscience of the people shall not rest till it be righted, so that wherever our flag flies there freedom and truth shall be found? This conference stands for just this before the country and before the world. We must insist upon it that the Indian is a man equally capable with ourselves of knowing and loving God and being like him; capable of intellectual, moral, and spiritual development; capable of having and enjoying a home and freedom. I take it we shall not rest until the Indian is permitted to stand beside us, recognized as our equal in all the relations of life—this life and the life to come.

President J. D. Dreher, of Roanoke College, was next introduced.

President DREHER. We should have a great deal of sympathy with the young Indian who, after spending four or five years in Eastern schools, goes back with high ideals and noble purposes, meaning to do right. He finds very few to sympathize with those ideals when he returns to his home, and the law of human association is so strong that unless he has a great deal of character, enough to lift up a tribe, he will naturally come down to the level where he can find human association. It is the same thing with the whites and with the colored people. I do not believe that more Indians fall under similar circumstances than white or colored men. I mention this not to extenuate the fall, but as a reason for encouragement. We are not to expect too much, and we are to be patient and considerate. Some years ago I heard Mr. Clemmer speak in Charles Dudley Warner's house of the effect of mining camps on Harvard graduates. He declared that they could not live in them more than two or three years before they would murder the queen's English. We are influenced by our environment, and if these returned students do not lift up a whole tribe we ought to be charitable and patient if they have done their best.

Dr. W. H. Ward, chairman of the business committee, reported for that committee.

It had been decided that the report which had already been adopted would take the place of the platform which is usually offered. He presented a few additional points, however, and asked to have leave to speak upon one or two of them before action was taken. He then spoke as follows:

Dr. WARD. I suppose we have a right to sympathize with a person who is studying conditions of savagery for scientific purposes. Ethnology is a valuable science. It is right for men to go among barbarians and study their conditions and learn something of the depth from which we have come. That is all right. We honor the people who do that, even though in the process they seem sometimes to be very cold-hearted and to have little regard for the higher purposes—for the elevation of men. We can possibly pardon—we try to pardon them—those who sometimes say that, as a matter of scientific interest, they would like to see barbaric conditions continued—in Australia or somewhere else; but in our better moments we can only say that our object is the elevation of the Indian and of the barbarian, and not a study of his conditions as a barbarian. But those who would perpetuate this barbarism for the sake of making money out of the exhibition of it, so that the general public can see what barbarism is—that they may think it is funny—that deserves not only no sympathy, but condemnation and antipathy. I do not want to go and see a wild west show. I do not want any one else to go, and I am ashamed that the Government of the United States should have sent to two agencies of the Sioux and demanded that 30 more Indians should be brought to increase the attractions of the show! I think it is an abomination before the Lord and before men! The effort to make a show of barbarism before the world, so that the people may look on with admiration is something we ought to be ashamed of, and which we ought to try to stop by every means in our power.

The additional points were then unanimously adopted as follows:

Thankfully recognizing the great amelioration in the condition of the Indians, gained during the last thirty years through the force of public sentiment in legislation, administration, and education, we would direct attention to that which is yet imperfect and requires correction. Some points have been considered in the report already adopted of the committee appointed last year. In addition to these important points we would specify the following as needing careful attention:

1. The defense of the rights of allotted Indians, especially by the registration of family and individual names, and the protection of rights of inheritance.
2. The continued breaking up of reservations by allotment of land in severalty, yet not in anticipation of the ability of the Indians to support themselves. We especially direct attention to the New York Indians as ripe for allotment.
3. The prohibition of the taking of Indians from their reservation for the purpose of perpetuating by public exhibition of the conditions of barbarism.

In behalf of the guests of the conference Mr. William H. McElroy then thanked Mr. Smiley for his gracious hospitality in a speech brimming over with good feeling and wit, but which he gives no permission to publish. Referring to Mrs. Smiley, who had not been strong enough to attend the meetings, Mr. McElroy said: "Mr. Smiley, it is the occasion of great regret to us that the best of you is not here physically present to-night. We have all learned to love and honor Mrs. Smiley, and I know I speak for all hearts in expressing the fervent hope that she may soon be restored to perfect health. As for yourself, I have said it before, and as nothing can be better, I say it again, the most appropriate thing here is Leigh Hunt's poem." He then repeated "Abou ben Adhem."

Rev. THEODORE L. CUYLER, D. D. If ever a duty becomes a delight it is in seconding this motion for grateful thanks. My beloved friend and our honored host has indeed welcomed us with open hands and open heart and showered upon us the most princely hospitality. The King of France once welcomed the King of England to a field of cloth of gold. No monarch ever welcomed guests through such resplendent avenues of glittering gold as those through which we have come hither. These forests are burning with brilliancy as if they, too, would join in the welcome. Three weeks ago a deluge of rain saturated the roots of all these trees, and they have responded with this unparalleled brilliancy—a beautiful illustration of how the down-pouring of the divine love reaching the roots of human endeavor will make them yield the golden fruits of a splendid beneficence.

Our friends have welcomed us for the first time into this stately hall. We have loved that dear old parlor, hallowed with its tender, happy, and holy associations. When my friend first started this establishment on strict temperance and religious principles, people sneeringly said no one but cranks would ever go there. Well, I insist upon it that if any one of them had seen the assemblages that in the last few years have gathered in that parlor, he would admit that in the best sense of the word they were indeed cranks, for they have turned an immense amount of useful moral machinery.

Methinks I see there to-night those twin spirits, Fisk and Armstrong, devoted brothers in this great and holy work to which you have been giving your hearty cooperation in all these years. Booker Washington has found there a glimpse of God's image cut in ebony. I do not exaggerate when I say that the deliberations in that parlor have not only passed into history, but they have made history. They have revolutionized, under God, the history of the red man all over the continent. The speeches and reports made at this table are the echoes of the deliberations of this conference of the years gone by, and the eloquent voice that you heard this morning of that representative of the new Indian is but another echo of the deliberations of this noble conference. That dear old parlor has become a blessed and a beautiful memory; this stately room is a beautiful and blessed hope. In coming here we have not left our principles or our methods behind us. We have simply transferred them to these new and nobler quarters.

And, thank God, the old faces are here yet. Thank God I see before me now the good gray head of that illustrious son of Massachusetts. When an important question was to be decided in the old Continental Congress, and Thomas Jefferson, not having heard the debate, came in only in time to vote, he merely asked, "How did Roger Sherman vote?" There has never been a time in the history of our Senate when the question, How did Henry L. Dawes vote? would not have determined the decision of any man in favor of freedom and righteousness and truth.

I can not but congratulate the conference that my dear old friend, Dr. Gates, who has so often presided over our deliberations, has been brought into permanent official relations with the work for the amelioration of the condition of the red man; and I rejoice that he brings to his new position energy, sagacity, strong will, and high consecration to this philanthropic purpose. I rejoice, too, in seeing here those who have borne the burden and heat of the day, and that we could hear again the voices of those unconsciously Christly, consecrated women whose feet have been beautiful as they have taken the gospel of light and life and truth across the prairies and over the mountains to that once-neglected race. To-night I would ask you to bow with grateful reverence to the women. God bless them, God reward them, as God is crowning them now with glory and honor.

Once more this beautiful apartment is illuminated by hope—hope for the country, hope for the Republic, hope for justice and freedom, hope for the triumph of God's kingdom. Let us, then, with fresh consecration give ourselves to the work for which this conference stands. And may we not hope that for many a year, as we come back, the smiling faces and the hearty grasp of the hand of these brothers, Albert and Daniel Smiley, may meet us at the threshold.

To Mr. Smiley: I will not say that we esteem you. I will not say that we respect you; we love you. We love you and we thank God that he has enabled you to keep this light-house of the Lord beaming out brightly on this mountain top of Mohonk. Instead of uttering any poor words of my own I will snatch a benediction out of that Book you love and say: "The Lord bless you and keep you. The Lord be gracious unto you, and cause his face to shine upon you—lift upon you the light of his countenance, and crown you with blessing and honor forever and ever and ever. Amen and amen!"

Mr. Smiley thanked the speakers for their words, and said that Mrs. Smiley had written to thank the conference for the kind telegraphic message sent to her. He added that each conference gave him renewed pleasure, and that they would be continued, though it was possible the time might be divided, so as to take into consideration some of the other dependent races that may need help.

A vote of thanks to the presiding officer, to the secretaries, and treasurer, was offered. It was put by Mr. Smiley and adopted unanimously.

The conference was then closed by singing, "God be with us till we meet again."

**LIST OF OFFICERS CONNECTED WITH THE UNITED STATES INDIAN SERVICE,
INCLUDING AGENTS, SUPERINTENDENTS, INSPECTORS, SPECIAL AGENTS, AND
SUPERVISORS OF INDIAN SCHOOLS; ALSO ADDRESSES OF MEMBERS OF THE
BOARD OF INDIAN COMMISSIONERS.**

[Corrected to March 22, 1900.]

WILLIAM A. JONES, Commissioner.....The Portland.
A. CLARKE TONNER, Asst. Commissioner..1916 Sixteenth street NW.

CHIEFS OF DIVISIONS.

Finance.—SAMUEL E. SLATER.....1415 S street NW.
Accounts.—WILLIAM B. SHAW, Jr.....1418 Kenesaw avenue.
Land.—CHARLES F. LARRABEE.....1514 Twenty-first street NW.
Education.—JOSIAH H. DORTCH.....2931 Fifteenth street NW.
Files.—LEWIS Y. ELLIS.....101 Eleventh street SE.
Miscellaneous.—M. S. COOK, stenographer
in charge.....1328 Twelfth street.

SPECIAL AGENTS.

SAMUEL L. TAGGART.....Of Iowa.
GILBERT B. PRAY.....Of Iowa.
ELISHA B. REYNOLDS.....Of Indiana.
ALFRED C. HAWLEY.....Of Illinois.
JAMES E. JENKINS.....Of Iowa.

SUPERINTENDENTS OF INDIAN WAREHOUSES.

ROGER C. SPOONER.....235 Johnson street, Chicago, Ill.
LOUIS L. ROBBINS.....77 and 79 Wooster street, New York, N. Y.

INSPECTORS.

WALTER H. GRAVES.....Of Colorado.
CYRUS BEEDE.....Of Iowa.
WILLIAM J. MCCONNELL.....Of Idaho.
ANDREW J. DUNCAN.....Of Ohio.
JAMES McLAUGHLIN.....Of North Dakota.
J. GEORGE WRIGHT.....Of South Dakota.
CHARLES F. NESLER.....Of New Jersey.
ARTHUR M. TINKER.....Of Massachusetts.

SUPERINTENDENT OF INDIAN SCHOOLS.

MISS ESTELLE REEL.....Arlington Hotel.

SUPERVISORS OF INDIAN SCHOOLS.

ALBERT O. WRIGHT.....Of Wisconsin.
CHARLES D. RAKESTRAW.....Of Nebraska.
FRANK M. CONSER.....Of Ohio.
MILLARD F. HOLLAND.....Of Maryland.

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MEMBERS OF THE BOARD OF INDIAN COMMISSIONERS, WITH THEIR POST-OFFICE ADDRESSES.

DARWIN R. JAMES, chairman	226 Gates avenue, Brooklyn, N. Y.
MERRILL E. GATES, secretary	1429 New York avenue, Washington, D. C.
ALBERT K. SMILEY	Mohonk Lake, N. Y.
E. WHITTLESEY	1429 New York avenue, Washington, D. C.
WILLIAM D. WALKER	Buffalo, N. Y.
WILLIAM H. LYON	170 New York avenue, Brooklyn, N. Y.
JOSEPH T. JACOBS	Peninsular Bank Building, Detroit, Mich.
PHILIP C. GARRETT	Logan post-office, Philadelphia, Pa.
HENRY B. WHIPPLE	Faribault, Minn.
WILLIAM M. BEARDSHEAR	Ames, Iowa.

SECRETARIES OF MISSIONARY SOCIETIES ENGAGED IN EDUCATIONAL WORK AMONG THE INDIANS.

- Baptist Home Missionary Society: Rev. T. J. Morgan, D. D., 111 Fifth avenue, New York.
- Baptist (Southern): Rev. I. T. Tichenor, D. D., and Rev. F. H. Kerfoot, Atlanta, Ga.
- Catholic (Roman) Bureau of Indian Missions: Rev. Joseph A. Stephan, 927 G street NW., Washington, D. C.
- Congregational American Missionary Association: Rev. F. P. Woodbury, D. D., Fourth avenue and Twenty-second street, New York.
- Episcopal Church Mission: Rev. A. S. Lloyd, D. D., 281 Fourth avenue, New York.
- Friends' Yearly Meeting: Levi K. Brown, Goshen, Lancaster County, Pa.
- Friends' Orthodox: E. M. Wistar 705 Provident Building, Philadelphia, Pa.
- Methodist Missionary Society: Rev. A. B. Leonard, Rev. A. J. Palmer, and Rev. W. T. Smith, 150 Fifth avenue, New York.
- Methodist (Southern): Rev. W. R. Lambert and Rev. J. H. Pritchett, Nashville, Tenn.
- Mennonite Mission: Rev. A. B. Shelly, Quakertown, Pa.
- Moravian Mission: J. Taylor Hamilton, Bethlehem, Pa.
- Presbyterian Board of Home Missions: Rev. Charles L. Thompson, D. D., 156 Fifth avenue, New York.
- Presbyterian (Southern) Home Mission Board: Rev. J. N. Craig, D. D., Atlanta, Ga.

List of Indian agencies and agents, with post-office and telegraphic addresses.

Agency.	State or Territory.	Agent.	Post-office address.	Telegraphic address.
Blackfeet	Montana	Wm. R. Logan	Browning, Mont.	Durham, Mont.
Cheyenne and Arapaho	Oklahoma	Maj. G. W. H. Stouch	Darlington, Okla.	Darlington, via Fort Reno, Okla.
Cheyenne River	South Dakota	Ira A. Hatch	Cheyenne Agency, S. Dak.	Gettysburg, S. Dak.
Colorado River	Arizona	Chas. S. McNichols	Parker, Ariz.	Yuma, Ariz.
Colville	Washington	Albert M. Anderson	Miles, Wash.	Fort Spokane, via Davenport, Wash.
Crow	Montana	Jno. E. Edwards	Crow Agency, Mont.	Crow Agency, Mont.
Crow Creek	South Dakota	J. H. Stephens	Crowcreek, S. Dak.	Crowcreek, via Chamberlain, S. Dak.
Devils Lake	North Dakota	Fred. O. Getchell	Fort Totten, N. Dak.	Devils Lake, N. Dak.
Flathead	Montana	Wm. H. Smead	Joeko, Mont.	Arlee, Mont., and telephone to agency.
Fort Apache	Arizona	A. A. Armstrong	Whiteriver, Ariz.	Whiteriver, via Holbrook, Ariz.
Fort Belknap	Montana	Luke C. Hays	Harlem, Mont.	Harlem Station, Mont.
Fort Berthold	North Dakota	Thos. Richards	Elbowoods, via Bismarck, N. Dak.	Bismarck, N. Dak.
Fort Hall	Idaho	A. F. Caldwell	Rosfork, Idaho	Pocatello, Idaho.
Fort Peck	Montana	C. R. A. Scobey	Poplar, Mont.	Poplar, Mont.
Green Bay	Wisconsin	Dewey H. George	Keshena, Wis.	Shawano, Wis.
Kiowa	Oklahoma	Col. Jas. F. Randlett	Anadarko, Okla.	Anadarko, Okla.
Klamath	Oregon	O. C. Applegate	Klamath Agency, Oreg.	Klamath Falls, Oreg.
La Pointe	Wisconsin	S. W. Campbell	Ashland, Wis.	Ashland, Wis.
Leech Lake	Minnesota	Capt. W. A. Mercer	Walker, Minn.	Walker, Minn.
Lemhi	Idaho	Edw. M. Yearian	Lemhi Agency, Idaho	Chamberlain, S. Dak.
Lower Brule	South Dakota	Benj. C. Ash	Lower Brule, S. Dak.	San Jacinto, Cal.
Mission Tule River	California	Lucius A. Wright	San Jacinto, Cal.	Gallup, N. Mex.
Navajo	New Mexico	Geo. W. Haylett	Fort Defiance, Ariz.	Neahbay, Wash.
Neah Bay	Washington	Samuel G. Morse	Neahbay, Wash.	Wadsworth, Nev.
Nevada	Nevada	Fred B. Spriggs	Salamanca, N. Y.	Salamanca, N. Y.
New York	New York	A. W. Ferrin	Sparlding, Idaho	North Lapwai, Idaho.
Nez Percés	Idaho	C. T. Stranahan	Winnabago, Nebr.	Dakota City, Nebr.
Omaha and Winnebago	Nebraska	C. P. Mathewson	Pawhuska, Okla.	Pawhuska, Okla., via Elgin, Kans.
Osage	Oklahoma	Elwood Hadley	Sacaton, Ariz.	Casagrande, Ariz.
Pima	Arizona	Col. Wm. H. Clapp	Pineridge, S. Dak.	Pineridge, S. Dak.
Pine Ridge	South Dakota	John Jensen	Whiteagle, Okla.	Whiteagle, Okla.
Ponca, Pawnee, Otoe, and Oakland	Oklahoma	W. R. Honnell	Nadeau, Kans.	Hoyt, Kans.
Pottawatomie and Great Nemaha	Kansas	N. S. Walpole	Santa Fe, N. Mex.	Santa Fe, N. Mex.
Pueblo and Jicarilla	New Mexico	Edw. Goldberg	Seneca, Mo.	Seneca, Mo.
Quapaw	Indian Territory	Charles E. McChesney	Rosebud, S. Dak.	Rosebud, S. Dak., via Valentine, Nebr.
Rosebud	South Dakota	Wm. G. Malin	Toledo, Iowa	Toledo, Iowa.
Sac and Fox	Iowa	Lee Patrick	Sac and Fox Agency, Okla.	Stroud, Okla., and telephone to agency.
Sac and Fox	Oklahoma	Capt. W. J. Nicholson	San Carlos, Ariz.	San Carlos, Ariz.
San Carlos	Arizona	H. C. Baird	San Carlos, Ariz.	Springfield, S. Dak.
Santee	Nebraska	H. G. Nickerson	Santee Agency, Nebr.	Shoshone Agency, Wyo.
Shoshone	Wyoming	T. Jay Buford	Shoshone Agency, Wyo.	Toledo, Oreg.
Siletz	Oregon	Nathan P. Johnson	Siletz, Oreg.	Sisseton, S. Dak.
Sisseton	South Dakota	Louis A. Knackstedt	Sisseton Agency, S. Dak.	Ignacio, Colo.
Southern Ute	Colorado	Geo. H. Bingenheimer	Ignacio, Colo.	Fort Yates, via Bismarck, N. Dak.
Standing Rock	North Dakota		Fort Yates, N. Dak.	
Tongue River	Montana	Jas. C. Clifford	Lamedeer, Mont.	Forsyth, Mont.
Tulalip	Washington	Edward Mills	Tulalip, Wash.	Marysville, Wash.
Unitah and Ouray	Utah	H. P. Myron	Whiterocks, Utah	Fort Duchesne, Utah.
Umatilla	Oregon	Chas. Wilkins	Pendleton, Oreg.	Pendleton, Oreg.
Union	Indian Territory	J. B. Shoefelt	Muscogee, Ind. T.	Muscogee, Ind. T.
Warm Springs	Oregon	Jas. L. Cowan	Warm Spring, Oreg.	The Dalles, Oreg.
White Earth	Minnesota	John H. Sutherland	White Earth, Minn.	Detroit, Minn.
Yakima	Washington	Jay Lynch	Fort Simcoe, Wash.	North Yakima, Wash.
Yankton	South Dakota	John W. Harding	Greenwood, S. Dak.	Armour, S. Dak.

List of Indian training and industrial schools and superintendents, with post-office and telegraphic addresses.

School.	State or Territory.	Superintendent.	Post-office address.	Telegraphic address.
Albuquerque	New Mexico	Edgar A. Allen	Albuquerque, N. Mex.	Albuquerque, N. Mex.
Carlisle	Pennsylvania	Major R. H. Pratt	Carlisle, Pa.	Carlisle, Pa.
Carson	Nevada	Jas. K. Allen	Carson City, Nev.	Carson City, Nev.
Chamberlain	South Dakota	John Flinn	Chamberlain, S. Dak.	Chamberlain, S. Dak.
Chilocco	Oklahoma	C. W. Goodman	Chilocco, Okla.	Arkansas City, Kans.
Cherokee	North Carolina	Henry W. Spray	Cherokee, N. C.	Whittier, N. C.
Flandreau	South Dakota	Chas. F. Pierce	Flandreau, S. Dak.	Flandreau, S. Dak.
Fort Bidwell	California	Horton H. Miller <i>a</i>	Fort Bidwell, Cal.	Fort Bidwell, Cal.
Fort Lapwai	Idaho	Wm. H. Smith	Lapwai, via Lewiston, Idaho ..	Walla Walla, Wash.
Fort Lewis	Colorado	Thomas H. Breen	Hesperus, Colo.	Hesperus, Colo.
Fort Mojave	Arizona	John J. McKoin	Fort Mojave, Ariz.	Fort Mojave, Ariz., via Needles, Cal.
Fort Shaw	Montana	F. C. Campbell	Sun River, Mont.	Greatfalls, Mont.
Fort Totten	North Dakota	W. F. Canfield	Fort Totten, N. Dak.	Devils Lake, N. Dak.
Fort Yuma	California	John S. Spear	Yuma, Ariz.	Yuma, Ariz.
Genoa	Nebraska	J. E. Ross	Genoa, Nebr.	Genoa, Nebr.
Grand Junction	Colorado	T. G. Lemmon	Grand Junction, Colo.	Grand Junction, Colo.
Grande Ronde	Oregon	Dr. Andrew Kershaw	Grandronde, Oreg.	Sheridan, Oreg.
Greenville	California	Edward N. Ament	Greenville, Cal.	Greenville, Cal.
Haskell Institute	Kansas	H. B. Peairs	Lawrence, Kans.	Lawrence, Kans.
Hoopa Valley	California	Wm. B. Freer	Hoopa, Cal.	Eureka, Cal.
Hualapai	Arizona	Henry P. Ewing <i>a</i>	Hackberry, Ariz.	Hackberry, Ariz.
Mescalero	New Mexico	Dr. W. McM. Luttrell	Mescalero, N. Mex.	Las Cruces, N. Mex.
Moqui	Arizona	Chas. E. Burton	Keams Canyon, Ariz.	Holbrook, Ariz.
Morris	Minnesota	Wm. H. Johnson	Morris, Minn.	Morris, Minn.
Mount Pleasant	Michigan	Jos. C. Hart	Mount Pleasant, Mich.	Mount Pleasant, Mich.
Oneida	Wisconsin	Eugene L. Hardin	Oneida, Wis.	Greenbay, Wis.
Perris	California	Harwood Hall	Perris, Cal.	Perris, Cal.
Phoenix	Arizona	Samuel M. McCowan	Phoenix, Ariz.	Phoenix, Ariz.
Pierre	South Dakota	Crosby G. Davis	Pierre, S. Dak.	Pierre, S. Dak.
Pipestone	Minnesota	Dewitt S. Harris	Pipestone, Minn.	Pipestone, Minn.
Puyallup	Washington	Frank Terry	Tacoma, Wash.	Tacoma, Wash.
Rapid City	South Dakota	Ralph P. Collins	Rapid City, S. Dak.	Rapid City, S. Dak.
Round Valley	California	Harry F. Liston	Covelo, Cal.	Covelo, via Cahto, Cal.
Salem	Oregon	Thomas W. Potter	Chemawa, Oreg.	Salem, Oreg.
Santa Fe	New Mexico	Clinton J. Crandall	Santa Fe, N. Mex.	Santa Fe, N. Mex.
Seger	Oklahoma	John H. Seger	Colony, Okla.	Minco, Ind. T.
Shebit	Utah	Laura B. Work	St. George, Utah	St. George, Utah.
Tomah	Wisconsin	Lindley M. Compton	Tomah, Wis.	Tomah, Wis.
Vermillion Lake	Minnesota	Oliver H. Gates	Tower, Minn.	Tower, Minn.
Western Shoshone	Nevada	Calvin Asbury	Whiterock, Nev.	Elko, Nev.
Wittenberg	Wisconsin	Axel Jacobson	Wittenberg, Wis.	Wittenberg, Wis.

a Industrial teacher in charge.

PROPOSALS RECEIVED AND CONTRACTS AWARDED

IN

CHICAGO, ILL., AND NEW YORK CITY, UNDER ADVERTISEMENT OF MARCH 30,
1899; IN WASHINGTON, D. C., UNDER ADVERTISEMENTS OF
JULY 18 AND SEPTEMBER 20, 1899; IN SAN FRANCISCO,
CAL., UNDER ADVERTISEMENT OF MAY 15, 1899,

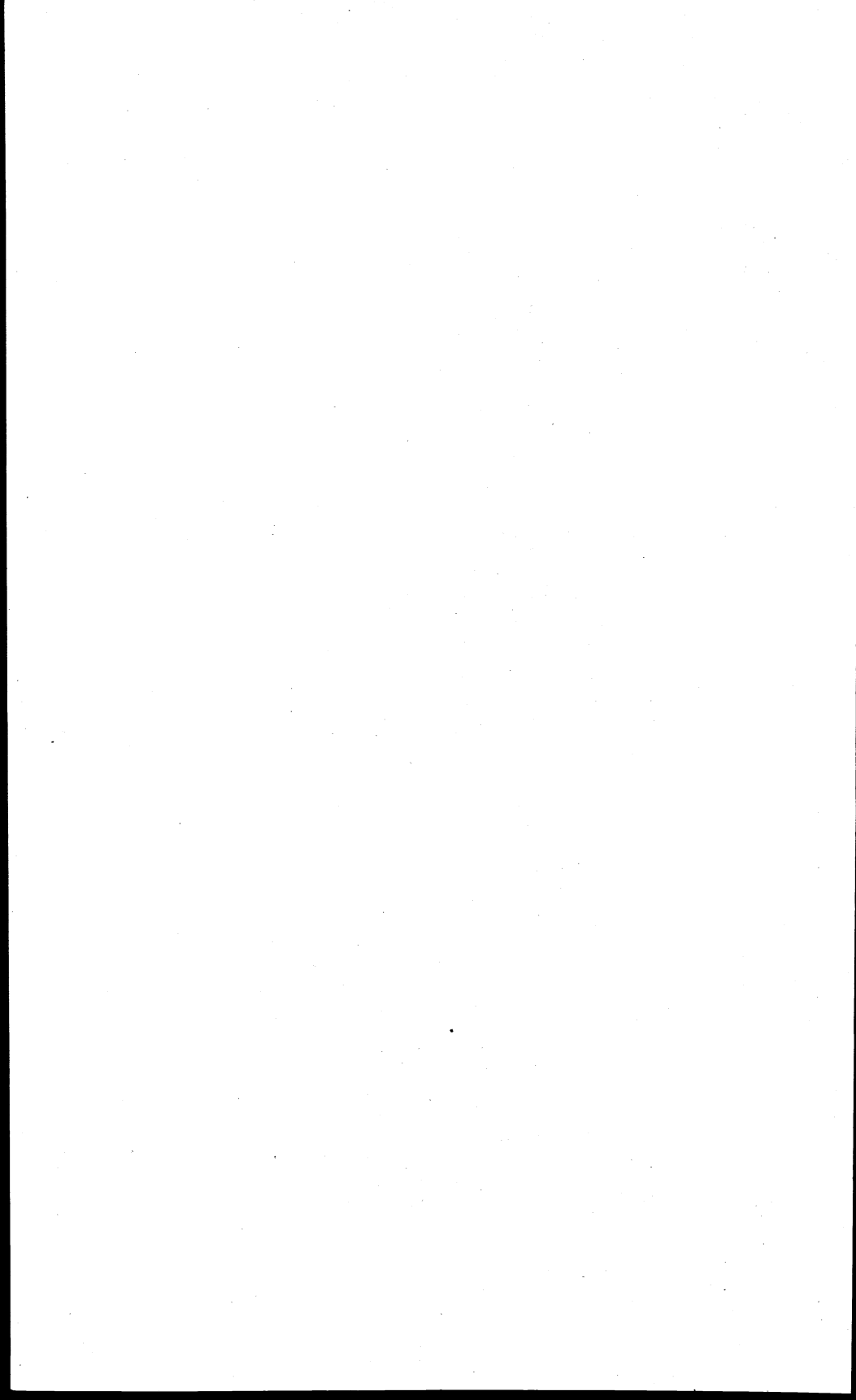
FOR

SUPPLIES, AND TRANSPORTATION OF SAME,

FOR

THE INDIAN SERVICE.

FOR FISCAL YEAR 1900.



PROPOSALS RECEIVED AND CONTRACTS AWARDED

IN

CHICAGO, ILL.,

UNDER ADVERTISEMENT OF MARCH 30, 1899.

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Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 30, 1899, for furnishing supplies, etc., for the Indian Service.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

BACON.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Swift & Co.	Libby, McNeil & Libby.	Calvin M. Favorite.	Nelson, Morris & Co.	Fred Joseph.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Chicago.....Ill.	567,630		a 6.79				
2	Chicago or Kansas City.....Ill.	567,630			b6.86			
3	Kansas City.....Mo.	567,630	367,600	a 6.79		c6.24	76.69	
4		200,000	200,000				d6.19	
5		200,000					d 6.44	
6		500,000						e7.00
7	St. Joseph.....Mo.	567,630		a 6.79				
8	St. Louis.....Mo.	567,630		a 6.79				
9	Omaha.....Nebr.	567,630		a 6.79				
10	Omaha or Sioux City.....Nebr.	567,630						
11	Yankton Agency.....S. Dak.	20,000						

BARLEY (FOR CATTLE).

12	Colorado River Agency.....Ariz.	22,000	22,000					
13								
14	Colorado River School.....Ariz.	15,400	15,400					
15								
16	Fort Mojave School.....Ariz.	29,000						
17	Hackberry (for Hualapai Indians), Ariz.	13,140	13,140					
18	Phoenix School.....Ariz.	40,000	40,000					
19	San Carlos Agency.....Ariz.	8,800	*					
20	Fort Yuma School.....Cal.	5,000	5,000					
21								
22	Needles (for Colorado River Agency), Cal.	22,000						
23	Needles (for Colorado River School).....Cal.	15,400						
24	Needles (for agency and school).....Cal.	37,400						
25	Needles (for Fort Mojave School).....Cal.	29,000	29,000					
26	Carson School.....Nev.	15,000	15,000					
27	Wadsworth (for Nevada Agency), Nev.	5,000	5,000					
28	Albuquerque School.....N. Mex.	25,000	25,000					

BARLEY (PEARL).

29	Chicago.....Ill.	3,840	3,840					
30	Sioux City.....Iowa.	1,500						
31	Fort Lewis School.....Cal.	500						
32	Bloomfield (for Santee School).....Nebr.	200						
33	Santa Fe School.....N. Mex.	1,500						
34	Mandan (for Standing Rock Agency), N. Dak.	1,000						
35	Chamberlain School.....S. Dak.	100						
36	Chamberlain (for Crow Creek).....S. Dak.	100						
37	Springfield (for Hope School).....S. Dak.	100						

* No award.
a Short clear sides.
b "Only" long clears, 35 to 50 average.
c Regular short clears.
d Short clear sides, 35 to 50 average.
e Short clear sides, between 35 and 50 each.

BACON.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Swift & Co.	Libby, McNeil & Libby.	Calvin M. Favorite.	Nelson, Morris & Co.	Fred Joseph.
1	Chicago.....Ill.	567,630		a 6.79				
2	Chicago or Kansas City.....Ill.	567,630			b6.86			
3	Kansas City.....Mo.	567,630	367,600	a 6.79		c6.24	76.69	
4		200,000	200,000				d6.19	
5		200,000					d 6.44	
6		500,000						e7.00
7	St. Joseph.....Mo.	567,630		a 6.79				
8	St. Louis.....Mo.	567,630		a 6.79				
9	Omaha.....Nebr.	567,630		a 6.79				
10	Omaha or Sioux City.....Nebr.	567,630						
11	Yankton Agency.....S. Dak.	20,000						

BARLEY (FOR CATTLE).

12	Colorado River Agency.....Ariz.	22,000	22,000					
13								
14	Colorado River School.....Ariz.	15,400	15,400					
15								
16	Fort Mojave School.....Ariz.	29,000						
17	Hackberry (for Hualapai Indians), Ariz.	13,140	13,140					
18	Phoenix School.....Ariz.	40,000	40,000					
19	San Carlos Agency.....Ariz.	8,800	*					
20	Fort Yuma School.....Cal.	5,000	5,000					
21								
22	Needles (for Colorado River Agency), Cal.	22,000						
23	Needles (for Colorado River School).....Cal.	15,400						
24	Needles (for agency and school).....Cal.	37,400						
25	Needles (for Fort Mojave School).....Cal.	29,000	29,000					
26	Carson School.....Nev.	15,000	15,000					
27	Wadsworth (for Nevada Agency), Nev.	5,000	5,000					
28	Albuquerque School.....N. Mex.	25,000	25,000					

BARLEY (PEARL).

29	Chicago.....Ill.	3,840	3,840					
30	Sioux City.....Iowa.	1,500						
31	Fort Lewis School.....Cal.	500						
32	Bloomfield (for Santee School).....Nebr.	200						
33	Santa Fe School.....N. Mex.	1,500						
34	Mandan (for Standing Rock Agency), N. Dak.	1,000						
35	Chamberlain School.....S. Dak.	100						
36	Chamberlain (for Crow Creek).....S. Dak.	100						
37	Springfield (for Hope School).....S. Dak.	100						

f To be delivered in issue house at agency.
g Rolled barley.
h Delivered at railroad depot.
i Contingent upon his receiving contract for oats.
j In 100-pound sacks.
k F. o. b. Chicago.
l Bids on 167,630 lbs. short clear sides, 35/50 average.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEANS.

Number.	Points of delivery.	Quantity		George J. Dolezal.	Graeme Stewart.	Wm. J. Quan.	Walter T. Chandler.	Henry P. Steele.
		offered.	awarded.					
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Chicago.....Ill.	800	2.72					
2		350,695	350,000		.02½		.0218	1.44
3		150,000				.02½		
4		1,000						
5	Lawrence (for school).....Kans.	13,000						
6	St. Louis.....Mo.	350,695						
7	Albuquerque School.....N. Mex.	7,000						
8	Dulce (for Jicarilla Agency).....N. Mex.	10,000						
9	Santa Fe School.....N. Mex.	8,000						
10	Green Bay Agency (for hospital).....Wis.	200						
11	For police.....	300						
12	For Stockbridge Day School.....	550						
13	Tomah School.....Wis.	2,500						
14	Wittenberg School.....Wis.	1,500						

BEEF, GROSS.

Number.	Points of delivery.	Quantity		David Balsz.
		offered.	awarded.	
		<i>Pounds.</i>	<i>Pounds.</i>	
15	Colorado River Agency and School.....Ariz.	110,000		c 4.58
16		40,000		d 4.57
17		35,000		e 4.59
18		35,000		f 4.62
19	Colorado River Agency.....Ariz.	100,000	110,000	
20	Fort Apache Agency.....Ariz.	250,000	250,000	
21	Fort Mojave School.....Ariz.	70,000	70,000	
22	San Carlos Agency.....Ariz.	1,200,000	1,200,000	
23		1,244,000		
24	San Carlos School.....Ariz.	43,700	43,700	
25	Southern Ute Ignacio Subagency.....Colo.	100,000	100,000	
26				
27				
28	Southern Ute Navajo Springs Subagency.....Colo.	125,000	125,000	
29				
30				

a "Only."
 b F. o. b. Chicago (for Green Bay Agency, Stockbridge Day School, and police).
 c One delivery in September, 1899.
 d Delivery in September, 1899.
 e Delivery in December, 1899.
 f Delivery in February, 1900.
 g In one delivery, about November 1, 1899.
 h At one or more deliveries before November 1, 1899, cattle as per specifications.
 i As required.

All cattle to be alfalfa fed, from Salt River, near Phoenix, Ariz.
 Should agent prefer any other months for the three deliveries I agree to comply with his demands regarding time.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEANS.

Number.	Points of delivery.												
	James H. Ross.	The Albert Dickinson Co.	Marvin A. Dean.	Reid, Murdoch & Co.	Bungener & Bur.	Fred H. Smithmeyer.	Geo. W. Teasdale.	Abraham Staab.	Jose M. Archuleta.	A. Walker Co.	Leo Hersch.	Charles M. Upham.	Earle Watson.
1	2.70	2.249	.02½	a. 02½									
2					b 2.37½								
3						.02½							
4							2.35						
5								3.44					
6								4.72	5.00				
7								3.24					
8									3.50	3.25			
9											2.00		
10											2.00		
11											2.00		
12											2.00		
13												3.00	
14												2.25	

BEEF, GROSS.

Number.	Points of delivery.						
	Wesley E. Travis.	Luther C. Slavens.	Siegfried J. Tribolet.	John V. Vickers.	James C. Phelan.	George E. West.	Ernest Guillet.
15	g 5.45	h 4.77					
16							
17							
18			3.80				
19							
20	i 5.25	k 4.77		j 4.43			
21		h 4.77			m 5.50		
22				j 4.43			
23		k 4.77					
24				j 4.43			
25	q 4.74	k 4.47				n 4.85	
26						4.43	
27						p 3.90	
28						n 4.85	4.50
29	q 4.74	k 4.47				4.43	
30						p 3.90	

j Monthly deliveries.
 k Monthly deliveries, cattle as per specifications.
 l In one delivery about November 1, 1899. Natives of Arizona, or territory contiguous thereto.
 m Bid is for delivery at Fort Mojave, Ariz.
 n As required.
 o Monthly.
 p As required from July 1 to November; then sufficient to last until May, 1900. May and June as required.
 q Monthly, cattle as per specifications. Requests privilege of grazing.

All cattle have been at least twelve months in succession prior to July 1, 1899, north of the south line of Kansas.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	David M. Daniels.	Jacob West.
1	Blackfoot (for Fort Hall School).....Idaho..	100,000	100,000	a 3.58	
2	Fort Hall School.....Idaho..	100,000			b 3.81
3	Fort Hall Agency.....Idaho..	400,000			c 3.81
4	Ross Fork (for agency).....Idaho..	400,000	400,000	a 3.58	
5	Lemhi School and Agency.....Idaho..	135,000			
6	Lemhi Agency.....Idaho..	135,000	135,000		
7		125,000			
8	Chickasha (for Kiowa Agency).....Ind. T.	1,078,000			
9	Blackfeet Agency.....Mont..	700,000	700,000		
10					
11					
12					
13					
14					
15	Crow Agency.....Mont..	625,000	625,000		
16					
17					
18	Fort Belknap Agency.....Mont..	450,000	450,000		
19					
20					
21					
22					
23					
24					
25					
26					

a As required, cattle born and bred upon the range near Fort Hall Reservation, Idaho; delivery to be made 100,000 pounds at school and 400,000 pounds at agency.
 b Monthly, in quantities as required from July 1 to November 1; then final delivery November 1, 1899.
 c Cattle born and raised in State of Idaho.
 d At one or more deliveries before November 1, 1899. Cattle as per specifications.
 e One delivery in July or August if necessary, and balance November 1, 1899; otherwise, all in one delivery about November 1, 1899.
 f From July 1, monthly, on or about 1st of each succeeding month to November 1, 1899, in quantities as required; remainder to be delivered between 1st and 10th of November, 1899.
 g As required to November 1, 1899; then final delivery. Natives of Idaho or States adjoining. Requests privilege of grazing.
 h As required to November 1; then final delivery. Northern-bred cattle from north of south line of Kansas.
 i As required.
 j As required.
 k Monthly from July 1 to December 31, 1899.
 l Monthly from December 31 to June 30, 1900.
 m As required to November 1, 1899; then sufficient to last until May 1, 1900.
 n During May and June as required.
 o Two deliveries each month until November 1, 1899; then monthly until May 1, 1900; 2 deliveries each month through May and June.
 p Monthly as required.
 q Monthly as required to November 1; then final delivery. } Privilege of grazing requested.

All cattle to be Montana bred and raised.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Drew W. Standrod.	Luther C. Slavens.	Wesley E. Travis.	Chas. B. Power.	Hope S. Davis.	J. Wellington Quail.	Charles J. Hysham.	J. B. Murray.	Paul McCormick.	Cornelius J. McNamara.	Number.
e 3.69										1
	d 4.17	e 4.41								2
	d 4.17	g 4.41								3
e 3.69										4
	d 4.17	g 4.40								5
			h 3.85							6
				i 3.38						7
		p 5.25	r 3.89		j 4.69					8
		q 4.29	s 4.22		k 3.99					9
			t 3.94		l 4.30					10
			u 4.64		m 3.97					11
					n 4.75					12
					o 4.30					13
	d 3.97	2 4.34				w 3.80	z 4.00	4 3.47		14
	v 4.87	s 5.24				x 4.30	1 4.50	5 3.99		15
						y 3.70				16
		15 4.39	t 3.94							17
		16 5.29	u 4.94							18
			s 4.63							19
										20
										21
										22
										23
										24
										25
										26

r As required to November 1; then final delivery.
 s Monthly, proportionate quantity each month.
 t July 1 to November 1; then sufficient to last to May 1.
 u May and June.
 v May and June, 1900, if desired; cattle as per specifications.
 w As required July 1 to November 1; then sufficient to last to May 1.
 x During May and June as required.
 y If entire quantity is taken in October and November, or either of said months.
 z July 1 to November 1; then sufficient to last to May 1.
 1 May and June.
 2 Monthly deliveries to November 1; then sufficient to last to May 1.
 3 May and June the balance.
 4 As required from July 1 to November 1; then sufficient to last until May 1.
 5 May and June as required.
 Monthly, as follows:
 6 July, 1899.
 7 August, 1899.
 8 September, 1899.
 9 October and November, 1899.
 10 December, 1899.
 11 January and February, 1900.
 12 March, April, May, and June, 1900.
 13 From July 1 to November 1, 1899, as required; then enough to last until May 1, 1900.
 14 May and June, 1900.
 15 Monthly to November 30; then sufficient to last until May 1, 1900.
 16 Balance in May and June.
 Northern-bred cattle from north of south line of Kansas.
 Cattle as per specifications. All or none. Any increase in quantity required will be furnished at 10 per cent advance upon the price named for month in which it is furnished.
 All or none. Any increase in quantity at 15 per cent advance on price named for month in which it is taken.
 Double-wintered Montana cattle as per specifications.
 Requests privilege of grazing.
 All cattle native Montana and double wintered.
 Montana bred and raised cattle.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Cornelius J. McNamara
		Pounds.	Pounds.	
1	Fort Peck Agency.....Mont..	1,300,000	1,300,000	a 4.90 b 4.15 c 5.50
2				
3				
4	Tongue River Agency.....Mont..	1,200,000	1,200,000	
5				
6	Ponca Creek Issue Station (for Rosebud Agency)..Nebr..	300,000	300,000	
7				
8				
9				
10				
11				
12				
13				
14				
15				
16	Jicarilla subagency.....N. Mex..	400,000	400,000	
17				
18	Mescalero Agency.....N. Mex..	165,000		
19	Mescalero Agency and School.....N. Mex..	165,000	165,000	
20				

- a Monthly.
- b From July to November 1, 1899, as required; then enough to last until May 1, 1900.
- c May and June, 1900.
- d As required, July 1 to November 1; then enough to last until May 1, 1900.
- e May and June, as required.
- f Monthly to November 30, 1899; then sufficient to last until May 1.
- g May and June. Not more than one-twelfth to be called for in May and June, respectively.
- h As required July 1 to November 1; then sufficient to last until May 1, 1900.
- i As required during May and June, 1900.
- j At one or more deliveries before November 1, 1899.
- k May and June, as required.
- l As required, July 1 to November 1; then sufficient to last to May 1.
- m During May and June, as required.
- n As required, July 1 to November 1; then sufficient to last to May 1.
- o During May and June, as required.
- p As required, July 1 to November 1; then sufficient to last to May 1.
- q May and June.
- r As required, July 1 to November 1; then sufficient to last until May 1.
- s May and June.

Cattle Montana raised and double wintered.
 Privilege of grazing requested.
 Natives of Montana or States contiguous thereto.
 Native-raised Montana cattle, or cattle which have been double wintered in Montana.
 Cattle to be as per specifications.
 All or none. Any increase in quantity required will be furnished at 10 per cent advance upon the price named for month in which it is furnished.
 Cattle at least twelve months in succession, prior to July 1 next, north of south line of Kansas. Privilege of grazing herd requested.
 Any increase in quantity required at advance of 15 per cent on price named for month in which it is taken. Native double-wintered Montana cattle, as per specifications.
 Not more than one-twelfth of whole to be called for in May and June, respectively. Privilege of grazing requested.
 Natives of Montana or States contiguous thereto.

advertisement of March 20, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Matthew H. Murphy.	Wesley E. Travis.	John T. Murphy.	Luther C. Slavens.	Chas. J. Hysham.	Jarvis Richards.	Paul McCormick.	J. B. Murray.	Arthur Cruise.	John H. Riley.	Alfred L. Lathrop.	Robert Roberts.	Number.
d 4.05 e 4.75	f 4.47 g 5.27											1
	r 4.39 s 5.29	h 4.13 i 4.60	j 4.17 k 4.97	l 3.80 m 4.30	n 3.99 o 4.34	p 3.47 q 3.99	p 4.00 q 4.50					2
								t 3.65 u 3.30 v 3.72 w 4.10 x 3.50		13.50 13.40 13.25 13.20 13.50 14.00 14.25 14.50 14.60 13.85		3
												4
												5
												6
												7
												8
												9
												10
												11
												12
												13
												14
												15
												16
												17
												18
												19
									4.00			20

- 1 July and August, 1899.
- 2 September, October, and November, 1899.
- 3 December, 1899.
- 4 January, February, March, April, and May, 1900.
- 5 June, 1900.
- 6 Monthly deliveries. Cattle as per specifications.
- 7 Monthly. Privilege of grazing requested.
- 8 July.
- 9 August.
- 10 September.
- 11 October and November.
- 12 Not to be considered if awarded gross beef for Pine Ridge. Delivered monthly as required, with privilege of putting up hay and grazing cattle on reservation, if necessary. Any increase in quantity to be 20 per cent additional on price for month in which it is furnished.
- 13 January.
- 14 February and May.
- 15 March.
- 16 April.
- 17 June.
- 18 Twice monthly, as required.
- 19 As required July 1 to November 1, then sufficient to last until May 1. During May and June, as required.
- 20 To be delivered as required during fiscal year ending June 30, 1900. Agency, 100,000 pounds; school, 65,000 pounds.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Hankey Bros.	Henry C. Delaney.	Matthew H. Murphy.	Michael Mullen.
1	Standing Rock Agency .....N. Dak..	<i>Pounds.</i> 1,350,000	<i>Pounds.</i> 1,350,000	a 3.82	b 4.35 c 3.90 d 3.70 e 4.65	f 4.05 g 4.75	h 4.00 i 3.85 j 3.75 k 3.85 l 3.85 m 4.40 n 4.30
8	Cheyenne and Arapahoe Agency. Okla..	1,000,000	750,000				
14	Darlington (for Cheyenne and Arapahoe).....Okla..	500,000					
15	Kiowa Agency and schools.....Okla..	1,000,000	()				
16		1,300,000					
18	Kiowa Agency .....Okla..	1,300,000					
19		1,078,000	1,078,000				
20		500,000					
21	Kiowa Agency schools .....Okla..	222,000	222,000				

¹ 750,000 pounds, at 3.73, awarded to Hope S. Davis. To be delivered at the agency.
² As required. All cattle to have been at least twelve months in succession prior to July 1 next north of south line of Kansas.
³ July, 1899, as required.
⁴ August, 1899, as required.
⁵ September and October as required, and November 1 enough to last until May 1, 1900.
⁶ May and June, 1900, as required.
⁷ As required July 1 to November 1; then enough to last until May 1.
⁸ May and June as required.
⁹ July.
¹⁰ August.
¹¹ November 1; then sufficient to last until May 1.
¹² As required July 1 to November 1; then sufficient to last to May 1.
¹³ During May and June as required.
¹⁴ July.
¹⁵ August.
¹⁶ September and October.
¹⁷ November, and enough to last until May 1.
¹⁸ May and June.
¹⁹ As required July 1 to November 1; then sufficient to last until May 1; then May and June as required. All or none. Any increase in quantity at 10 per cent advance on price named. Cattle as per specifications.
²⁰ July.
²¹ August.
²² September, October, November, December, and January, February, March, and April.
²³ May.
²⁴ June.
²⁵ As required from July 1 to November 1; then sufficient to last until May; during May and June as required. Cattle as per specifications. Requests privilege of grazing.

Will require privilege of putting up hay and grazing cattle on reservation. Cattle offered have been twelve months in succession prior to July 1 next north of south line of Kansas, being North Dakota bred cattle. Cattle Montana raised and double wintered.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Hiram R. Lyon.	Wm. I. Walker.	Chas. J. Hysham.	Wm. C. Tyrell.	Wesley E. Travis.	Alfred L. Lathrop.	Abraham J. Seay.	John T. Blanks.	Luther C. Slaveus.	Frederick Joseph.	Hope S. Davis.	Dillard R. Faut.	Number.
o 3.90 p 4.64	q 3.90 r 3.80 s 3.70 t 3.90 u 4.30	3.90	v 4.00 w 3.90 x 3.80 y 4.30 z 4.15	2 4.84	3 3.71							1 2 3 4 5 6 7 8 9 10 11 12 13
						4 4.75	5 3.75 6 3.90 7 3.85 8 3.95 9 3.90 10 3.74	11 3.93	12 4.23 13 4.14			14 15 16 17 18 19 20 21
								11 3.63	12 3.79 13 3.74 14 3.69	3.73		14 15 16 17 18 19 20 21
						4 4.40					3.37	18 19 20 21
							14 3.74				3.35	19 20 21

³ Monthly as required until December 1; then May and June. Not to be considered if award on either Pine Ridge or Rosebud gross beef is made to him. Privilege of putting up hay and grazing cattle on reservation, if necessary. Any increase in quantity required 20 per cent additional on price specified.
⁴ As required.
⁵ July, August, September, October, November, and December, 1899.
⁶ January, 1900.
⁷ February, 1900.
⁸ March, 1900.
⁹ April, May, and June, 1900.
¹⁰ July, August, September, October, November, December 1899, and January, 1900, if not awarded the 1,000,000 pounds bid on above.
¹¹ As required. Cattle as per specifications.
¹² If also awarded Kiowa Agency and schools.
¹³ If also awarded Pine Ridge, Rosebud, Kiowa Agency and schools.
¹⁴ July, August, September, October, November, December, 1899, and January, 1900. Will furnish if not awarded the 1,000,000 pounds bid on for the Cheyenne and Arapahoe Agency.
¹⁵ If also awarded Cheyenne and Arapahoe Agency.
¹⁶ If also awarded Pine Ridge, Rosebud, and Cheyenne and Arapahoe agencies.

All or none Monthly. Cattle as per specifications.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.
		Pounds.	Pounds.
1	Cheyenne River Agency S. Dak..	1,110,000	1,110,000
2			
3			
4			
5			
6			
7			
8	Crow Creek Agency..... S. Dak..	820,000	820,000
9			
10			
11			
12			
13			
14	Lower Brule Issue Station (for Rosebud Agency)..... S. Dak..	420,000	420,000
15			
16			
17			
18			
19	Lower Brule Agency..... S. Dak..	150,000	150,000
20			
21			
22			
23			

a As required July 1 to November 1; then sufficient to last until May 1; then May and June as required. All or none. Any increase in quantity required will be furnished at 10 per cent advance on price named. Cattle to have been at least twelve months in succession prior to July 1 next north of the south line of Kansas.

- b July and December.
- c August and November.
- d September and October.
- e January.
- f February.
- g March, April, and June.
- h May.
- i July.
- j August.
- k September.
- l October.
- m November.
- n December.
- o July, August, September, and October.
- p November.
- q December.
- r January.

As required to make issues, provided his bid on Standing Rock Agency beef is not accepted. Any increase shall be at 10 per cent advance in price for the month in which said increase is delivered. Cattle as per specifications.

- o January.
- p February and May.
- q March.
- r April.
- s June.

Not to be considered if awarded gross beef for either Pine Ridge or Rosebud agencies. Deliveries to be monthly as required, with privilege of putting up hay and grazing cattle on reservation, if necessary. Any increase in quantity to be at 20 per cent advance in price for month in which it is furnished.

- z February.
- y March, April, and May.
- z June.

advertisement of March 30, 1899, for furnishing supplies etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Chas. J. Hysham.	Marvin A. Dean.	Alfred L. Lathrop.	Michael Mullen.	Chas. S. Jewell.	Wm. C. Tyrell.	Walter S. Montgomery.	Arthur Cruise.	Number.
a 3.95	b 3.90	i 3.90	p 4.30	t 3.70				1
	c 3.80	j 3.60	q 4.50	u 3.60				2
	d 3.70	k 3.40	r 4.60	v 3.80				3
	e 4.10	l 3.30	s 4.10	w 4.10				4
	f 4.20	m 3.20		x 4.25				5
	g 4.30	n 3.50		y 4.40				6
	h 4.40	o 4.00		z 4.20				7
13 3.95		11 3.96			14.09	2 3.80	8 3.90	8
		12 3.56				3 3.60	9 3.50	9
						4 3.50	10 3.95	10
						5 4.10		11
						6 4.25		12
						7 4.50		13
		14 3.69					20 3.60	14
					15 3.90		21 4.10	15
					16 3.40			16
					17 3.10			17
					18 3.20			18
					19 4.40			19
		22 3.40	27 3.90					20
		23 3.30	28 4.20					21
		24 3.20	29 4.30					22
		25 3.10	30 4.10					23
		26 3.60	31 3.80					24

¹ Delivered monthly. Cattle offered have been at least twelve months in succession prior to July 1 next north of the south line of Kansas.

² July.
³ August.
⁴ September, October, and November.
⁵ December, 1899, and June, 1900.
⁶ January, February, March, and April.
⁷ May.
⁸ July, 1899.
⁹ August, September, October, and November, 1899.
¹⁰ December, January, February, March, April, May, and June.
¹¹ July, March, April, May, June, and February.

} Twelve months in succession prior to July 1 next north of the south line of Kansas.

} As required. 15 per cent additional for any excess over 820,000 pounds.
 Any increase asked for shall be at 10 per cent over price for month in which it is furnished. Cattle as per specifications.

¹² August, September, October, November, December, and January.
¹³ All or none. Cattle as per specifications. As required July 1 to November 1; then sufficient to last to May 1; then May and June as required. Any increase in quantity 10 per cent advance on price named.

¹⁴ Cattle as per specifications. Any increase 10 per cent additional.
¹⁵ July, 1899, and June, 1900.
¹⁶ August and December.
¹⁷ September and October.
¹⁸ November.
¹⁹ January, February, March, April, and May.

} Delivered monthly. Cattle have been at least twelve months in succession prior to July 1 next north of the south line of Kansas.

²⁰ July, August, September, October, November, and December, 1899.
²¹ January, February, March, April, May, and June, 1900.
²² July.
²³ August.
²⁴ September.
²⁵ October, November, and December.
²⁶ January.
²⁷ February.
²⁸ March.
²⁹ April.
³⁰ May.
³¹ June.

} Monthly deliveries. Cattle according to specifications.

} Cattle to be grazed and hay put up on reservation, subject to consent of agent. Deliveries to be monthly as required. If not awarded Crow Creek and Lower Brule Issue Station gross beef, will furnish this for 10 cents per hundred weight less on each month. Any increase asked for shall be at 10 per cent over price for month in which it is furnished. Cattle as per specifications.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Luther C. Slavens.
1	Pine Ridge Agency.....S. Dak..	Pounds. 3,900,000	Pounds. 3,900,000	a 3.90
2				b 3.40
3				c 3.20
4				d 3.30
5				e 3.70
6				f 4.99
7				
8				
9				
10				
11				
12				
13	Rosebud Agency.....S. Dak..	2,640,000	1,920,000	30 3.80
14				31 3.40
15				32 3.25
16				33 3.90
17				34 4.90
18				35 4.99
19				36 3.94
20				
21				

a July, 1899, and June, 1900.
 b August.
 c September and October.
 d November.
 e December.
 f January, February, March, April, and May.
 g July and December.
 h August and October.
 i September.
 j November.
 k January.
 l July.
 m August and September.
 n October and November.
 o December.
 p January.
 q July.
 r August, October, and November.
 s December.
 t January.
 u July.
 v August.
 w September, October, and November.
 x December.
 y January.
 z July.
 1 September, October, and November.
 2 December.
 3 January.
 4 February.
 5 March, April, May.
 6 June.
 13 January.
 14 February.
 15 March.
 16 April.
 17 May.
 18 June.

Monthly deliveries. Cattle as per specifications.
 Delivered monthly. Entire consumption agency, except what Indians deliver. Deliveries to be given Indians to be consecutive. Cattle to have been twelve months prior to June 1, 1899, north of the south line of Kansas.
 Monthly deliveries. Cattle as per specifications. Months selected for Indians and deliveries must be consecutive by them. All or none. Bid for Rosebud to be considered only in case he is not awarded Pine Ridge beef.
 All or none. Monthly as required. Any increase at advance of 10 per cent upon price stated for month in which it is furnished. Cattle as per specifications. And twelve months in succession prior to July 1 next north of the south line of Kansas. This applies only to his bid for Rosebud Agency beef.
 Delivered monthly as required with privilege of putting up hay and grazing cattle on reservation if necessary. Any increase in quantity 20 per cent advance on price for month in which it is delivered.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Jarvis Richards.	Isaac M. Humphrey.	Charles J. Hysbham.	Alfred L. Lathrop.	Frederick Joseph.	Ezekiel S. Newman.	Wm. C. Tyrell.	Number.
g 3.90	p 3.99	y 3.50	7 3.90	19 4.15			1
h 3.40	q 3.89	z 3.40	8 3.60	* 19 4.14			2
i 3.50	r 3.79	3 3.25	9 3.40	20 4.03			3
j 3.59	s 4.09	4 3.50	10 3.20				4
k 4.40	t 4.29	5 4.20	11 3.20				5
l 5.00	u 4.39	6 4.40	12 3.50				6
m 5.10	v 4.79	7 4.50	13 4.00				7
n 5.20	w 4.89	8 4.00	14 4.30				8
o 3.80	x 4.99		15 4.50				9
			16 4.60				10
			17 4.30				11
			18 4.10				12
	p 3.99	y 3.80	43 3.50	19 4.21	21 3.80	27 3.90	13
	q 3.89	z 3.40	44 3.40	* 19 4.17	22 3.40	28 3.80	14
	r 3.79	3 3.25	45 3.25	20 4.13	23 3.70	29 3.50	15
	s 4.09	4 3.50	46 3.20		24 4.35	30 4.00	16
	t 4.29	5 4.30	47 4.00		25 5.00	31 4.25	17
	u 4.39	6 4.40	48 4.25		26 5.03	32 4.20	18
	v 4.79	7 4.50	49 4.50		27 5.25		19
	w 4.89	8 4.00	50 4.60		28 4.75		20
	x 4.99		51 3.85		29 3.25		21

19 Monthly. All or none. Cattle as per specifications. * Provided he is awarded beef for Pine Ridge and Rosebud agencies.
 20 Monthly. All or none. Cattle as per specifications. Provided he is also awarded Rosebud, Pine Ridge, Cheyenne and Arapahoe, and Kiowa Agencies and schools.
 21 July.
 22 August, September, and October.
 23 November.
 24 December.
 25 January and February, 1900.
 26 July.
 27 August and November.
 28 September and October.
 29 December.
 30 July.
 31 August and November.
 32 September, October, and November.
 33 December.
 34 July.
 35 August.
 36 September, October, and November.
 40 December.
 41 January, February, March, April, and May.
 42 June.
 43 July and December.
 44 August.
 45 September.
 46 October and November.
 47 January.
 48 February and May.
 49 March.
 50 April.
 51 June.

Deliveries made as required. Will furnish any increase called for at an advance of 10 per cent above average price. Wants entire award for Rosebud Agency or none.
 Monthly deliveries. Cattle as per specifications.
 Only to be considered in case he does not secure award on beef gross for Standing Rock Agency. Cattle twelve months in succession prior to July 1 next north of the south line of Kansas.
 These bids are for delivery at agency and Ponca Creek issue station and are not to be considered if award on Pine Ridge is made to him. Delivered monthly as required, with privilege of putting up hay and grazing cattle on reservation if necessary. Any increase in quantity to be 20 per cent additional on price for month in which it is furnished. (Awarded to be delivered at the agency.)

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.
		Pounds.	Pounds.
1	Ouray Agency	300,000	
2	Uintah Agency	250,000	
3	Uintah and Ouray agencies	550,000	550,000
4	Shoshone Agency	883,000	883,000
5			
6		1,080,000	
7			
8		* 400,000	
9			
10			
11			
12			
13			
14			
15		100,000	
16	Shoshone School	* 83,000	
17			
18			
19			
20			
21			
22	Shoshone Agency and School	883,000	
23			
24	Shoshone Agency or Arapahoe issue station	* 400,000	

* Only.
a Monthly deliveries. Cattle as per specifications. Requests privilege of grazing.
b Monthly deliveries. Cattle as per specifications.
c 300,000 pounds at Ouray, and 250,000 pounds at Uintah Agency, as required. All with privilege of ranging a reasonable number of cattle on reservation to fill contract.
d As required from July 1 to November 1, } Native cattle, raised in surrounding country, (for northern
e Sufficient to last until May, 1900. } Araphoes, school, and Shoshones.)
f During May and June, 1900.
g As required July to November 1, then } Monthly. All cattle native Montana and double wintered.
sufficient to last to May 1.
h During May and June as required.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Wesley E. Travis.	Luther C. Slavens.	Herman Schiffer.	James K. Moore.	Edward J. Farlow.	Eugene Amoretii.	Paul McCormick.	Number.
							1
<i>a</i> 4.74							2
<i>a</i> 4.74							3
	<i>b</i> 4.77	<i>c</i> 3.75					4
			<i>d</i> 4.06				5
			<i>e</i> 4.00				6
			<i>f</i> 4.35				7
						<i>g</i> 3.99	8
						<i>h</i> 4.79	9
					<i>k</i> 4.30		10
					<i>l</i> 4.20		11
					<i>m</i> 4.10		12
					<i>n</i> 4.05		13
					<i>o</i> 4.05		14
				<i>q</i> 4.25	<i>p</i> 4.50		15
					<i>k</i> 4.30		16
					<i>l</i> 4.20		17
					<i>m</i> 4.10		18
					<i>n</i> 4.05		19
					<i>o</i> 4.05		20
<i>i</i> 4.73					<i>p</i> 4.50		21
<i>j</i> 5.33							22
							23
					<i>r</i> 4.75		24

i As required July 1 to November 1, } Not more than one-twelfth of whole to be called for in either
then sufficient to last to May 1. } May or June. Cattle as per specifications. Requests priv-
j During May and June as required. } ilege of grazing.
k July, 1899.
l August, 1899.
m September, 1899.
n October, 1899.
o As required from July 1 to November 1, } Born and raised north of south line of Kansas. Quality:
1899, then sufficient to last until May 1, 1900. } Durham and Hereford bred.
p During May and June as required.
q Delivered November 1, 1899. Native Wyoming cattle.
r As required from July 1 to November 1, 1899, then sufficient to last until May 1, 1900. During
May and June as required. Cattle born and raised north of the south line of Kansas. Quality: Dur-
ham and Hereford bred.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, NET.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Luther C. Slavens.	James C. Phelan.	Alois Weiler.	Patrick T. Hurley.	Siegfried J. Tribolet.
1	Fort Apache School..... Ariz.	20,000	20,000	8.37				
2	Kingman and Hackberry... Ariz.	2,000	2,000		11.50			
3	Phoenix School..... Ariz.	180,000	180,000	7.17		7.80	4.93	4.80
4	Fort Yuma School..... Cal.	45,000						
5	Fort Yuma (for school)..... Cal.	45,000						
6	Fort Lewis School..... Colo.	98,000	98,000	8.27				
7	Fort Lewis..... Colo.	98,000						
8	Grand Junction School..... Colo.	46,000	46,000	7.27				
9	Grand Junction..... Colo.	46,000						
10	Sac and Fox School..... Iowa.	15,000	15,000					
11	Toledo (for school)..... Iowa.	15,000						
	Points of delivery.	Quantity offered.	Quantity awarded.	Mathew C. Murdock.	Robert F. Hartley.	Frederick Joseph.	Luther C. Slavens.	Louis A. Nance.
12	Quapaw Agency..... Ind. T.	1,300	1,300	7.85	8.97	6.45		
13	Quapaw School..... Ind. T.	25,000	25,000	7.85	8.97	6.45		
14	Quapaw, Seneca, etc., schools, Ind. T.	30,000	30,000	7.85	8.97	6.45		
15	Quapaw and Seneca schools, Ind. T.	55,000					7.87	
16	Kickapoo School..... Kans.	6,000	6,000					6.90
17	Lawrence School..... Kans.	164,000	164,000			5.74		
18	Pottawatomie School..... Kans.	22,000	22,000				8.73	
19	Morris School..... Minn.	40,000	40,000			6.74	7.77	
20	Morris..... Minn.	40,000						
21	Pipestone..... Minn.	28,000						
22	Pipestone School..... Minn.	28,000	28,000			6.74		
23	White Earth School..... Minn.	10,000	10,000			6.74		
24	Mount Pleasant..... Mich.	60,000	60,000					
25	Mount Pleasant School..... Mich.	60,000						
26	Fort Shaw..... Mont.	97,000						
27	Fort Shaw School..... Mont.	97,000	97,000					

* No award.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, NET.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Wesley E. Travis.	Frederick Joseph.	William R. Kennedy.	Peter B. Hodges.	David Balsz.	Thomas Chapman.	John G. Willock.	Cudahy Packing Co.	John F. Scrivener.	Charles F. Rowman.	Samuel S. Carroll.	George J. Dolezal.	J. Schults.	
																	Pounds.	Pounds.
1	Fort Apache School..... Ariz.	20,000	20,000														
2	Kingman and Hackberry... Ariz.	2,000	2,000														
3	Phoenix School..... Ariz.	180,000	180,000	7.90	9.26	5.74											
4	Fort Yuma School..... Cal.	45,000					9.19	9.25									
5	Fort Yuma (for school)..... Cal.	45,000		7.97													
6	Fort Lewis School..... Colo.	98,000	98,000			a 7.43				7.59		7.25					
7	Fort Lewis..... Colo.	98,000							7.35		8.20						
8	Grand Junction School..... Colo.	46,000	46,000	8.34									6.83	6.23			
9	Grand Junction..... Colo.	46,000									7.95						
10	Sac and Fox School..... Iowa.	15,000	15,000							7.89							8.00
11	Toledo (for school)..... Iowa.	15,000													8.50		
	Points of delivery.	Quantity offered.	Quantity awarded.	Stephen Perkins.	Armour Packing Co.	John G. Willock.	The Cudahy Packing Co.	Swift & Co.	William R. Kennedy.	Joseph L. Denhart.	Thos. Keenan & Son.	B. A. Robertson.	James C. Adams.	Wesley E. Travis.	J. Wellington Quail.	Chas. B. Power.	
																	Pounds.	Pounds.
12	Quapaw Agency..... Ind. T.	1,300	1,300														
13	Quapaw School..... Ind. T.	25,000	25,000														
14	Quapaw, Seneca, etc., schools, Ind. T.	30,000	30,000														
15	Quapaw and Seneca schools, Ind. T.	55,000															
16	Kickapoo School..... Kans.	6,000	6,000														
17	Lawrence School..... Kans.	164,000	164,000														
18	Pottawatomie School..... Kans.	22,000	22,000														
19	Morris School..... Minn.	40,000	40,000														
20	Morris..... Minn.	40,000															
21	Pipestone..... Minn.	28,000															
22	Pipestone School..... Minn.	28,000	28,000														
23	White Earth School..... Minn.	10,000	10,000														
24	Mount Pleasant..... Mich.	60,000	60,000														
25	Mount Pleasant School..... Mich.	60,000															
26	Fort Shaw..... Mont.	97,000															
27	Fort Shaw School..... Mont.	97,000	97,000														

a This bid is made on the condition that it is not to be considered unless at least 60,000 pounds are awarded to me.

b Bid is for delivery at Lawrence, Kans. Contract is for delivery at school.

c Delivered at school.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Cudahy Packing Co.	Nils J. Skoog.	Frederick Joseph.	Swift & Co.	Ashford Brothers.
1	Bloomfield (for Santee, etc., Agency), Nebr.	Pounds 82,500	Pounds.	6.07				
2	Dakota City (for Omaha and Winnebago)..... Nebr.	42,600		5.80				
3	Genoa School..... Nebr.	95,000			6.25	6.65	6.65	
4	Genoa..... Nebr.	95,000	c 95,000	c 6.07				
5	Hope School..... Nebr.	10,000	10,000				6.98	
6	Omaha School..... Nebr.	32,600	32,600			5.64		8.46
7	Omaha and Winnebago schools and police..... Nebr.	42,600						
8	Omaha and Winnebago Agency (for Winnebagoes and police)..... Nebr.	10,000	10,000			5.64		8.42
9	Ponca Subagency..... Nebr.	6,500	6,500					
10	Santee Agency..... Nebr.	44,000	44,000					
11	Santee School..... Nebr.	16,000	16,000					
12	Santee Agency and School..... Nebr.	60,000						
13	Carson School..... Nev.	40,000	40,000					
14	Nevada Agency and School..... Nev.	28,400	(¹)					
15	Albuquerque School..... N. Mex.	90,000	90,000			7.67		
16	Albuquerque..... N. Mex.	90,000						
17	Kearns Cañon School..... N. Mex.	18,000	18,000					
18	Moqui Day School..... N. Mex.	3,000	3,000					
19	Pueblo Agency..... N. Mex.	3,000	(²)					
20	Santa Fe School..... N. Mex.	95,000				7.67		
21	Santa Fe..... N. Mex.	95,000	c 95,000					

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Emil Schmidt.	John B. Charles.
22	Fort Totten School..... N. Dak.	Pounds 75,000	Pounds 75,000	7.24	
23	Absentee Shawnee School..... Okla.	25,000	25,000		8.00
24	Absentee Shawnee and Sac and Fox of Mission School, Okla.	45,000			
25	Cantonment (for Cheyenne and Arapahoe schools)..... Okla.	110,500			
26	Chilocco School..... Okla.	40,000	40,000		
27	Cheyenne and Arapahoe schools..... Okla.	110,500			
28	Darlington (for schools)..... Okla.	110,500	110,500		
29	Kaw School..... Okla.	8,000	8,000		
30	Osage School..... Okla.	30,000	30,000		
31	Otoe Subagency..... Okla.	20,190	20,190		
32	Pawnee School..... Okla.	35,000	35,000		
33	Ponca Agency..... Okla.	27,190	27,190		
34	Sac and Fox of Miss. School..... Okla.	20,000	20,000		8.00

† No award; price too high.
¹ 3,000 pounds called for; no bids received.
^a To be delivered at Darlington, or the schools.
^b Bid is for delivery at Osage Agency for the school.
^c To be delivered at the school.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, NET—Continued.

Number.	Luther C. Slavens.	Fritz Eggert.	John Brown.	Samuel W. Davis.	Alfred L. Lathrop.	Wesley E. Travis.	Eugene Griswold.	Emil Kleinwort.	Henry D. Reinken.	Joe Farr.	Francis J. Wilson.	Thomas V. Keam.	A. Walker Co.	William R. Kennedy.
1														
2														
3														
4														
5														
6														
7	8.17				7.90									
8														
9		6.19			6.20									
10		6.13	6.20											
11		6.13	6.20											
12														
13	8.27				6.30	6.79								
14						8.50								
15	7.37					9.97	13.35							
16						8.24		6.00						
17									7.28	6.05	5.95			
18												9.00		
19												10.00		
20	7.97					9.90							8.97	7.74
21									7.33					

Number.	Frederick Joseph.	Luther C. Slavens.	John H. Sams.	Thomas H. Ellison.	William Frass.	Fred Bower.	Fred G. A. Morris.	William S. Laughlin.	James B. Davis.	William G. Robbins.	Isaac K. Berry.	Fred Bower.
22												
23	6.99											
24		7.87										
25			6.50									
26	6.50											7.25
27	6.44	7.27		6.47								
28			6.00		6.45							
29	7.76					8.25						
30		7.87					68.00					
31	7.76	7.87						6.25	6.33	6.48		
32		7.87								6.70	5.98	
33	7.76									6.48		
34	6.99											

d 2,190 pounds delivered at the Subagency for police; 18,000 pounds delivered at Otoe School.
e 2,190 pounds delivered at Ponca Agency for police; 25,000 pounds delivered at Ponca School.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John G. Willock.	The Cradley Packing Co.	Swift & Co.	Alfred L. Lathrop.
1	Armour (for Yankton Agency and School), S. Dak	Pounds. 235,000	Pounds.		b 6.10		
2	Chamberlain School..... S. Dak	25,000		6.99		6.94	7.90
3	Chamberlain..... S. Dak	25,000	a 25,000		a 6.30		
4	Flandreau School..... S. Dak	72,000				6.94	
5	Flandreau (for school)..... S. Dak	72,000	a 72,000		a 6.10		
6	Flandreau (for Santee Flandreaus)..... S. Dak	16,000	16,000		6.10		
7	Pierre School..... S. Dak	35,000				7.49	
8	Pierre..... S. Dak	35,000	a 35,000		a 6.40		
9	Rapid City School..... S. Dak	24,000				7.63	
10	Rapid City..... S. Dak	24,000	a 24,000	7.51	a 7.00		
11	Sisseton School..... S. Dak	22,000					
12	Sisseton..... S. Dak	22,000	a 22,000		a 6.67		
13	Yankton Agency and School..... S. Dak	235,000	235,000				6.39
14	Green Bay Agency..... Wis	3,200	3,200				
15	Green Bay (for agency)..... Wis	32,200					
16	Green Bay (for Oneida School)..... Wis	32,200					
17	Lac du Flambeau..... Wis	42,000		7.49			
18	Lac du Flambeau School..... Wis	42,000	42,000				
19	Menomonee School..... Wis	(*)					
20	Oneida (for school)..... Wis	28,000	a 28,000				
21	Stockbridge School..... Wis	1,000	1,000				
22	Tomah..... Wis	40,000	a 40,000				
23	Wittenberg..... Wis	23,000	a 23,000				
24	Wittenberg School..... Wis	23,000					

* None called for.

a To be delivered at the school.

b 235,000 pounds only.

advertisement of March 30, 1899, for furnishing supplies etc.—Continued.

at which contracts have been awarded.]

BEEF, NET—Continued.

John Brown.	Anton Schilling.	Armour Packing Co.	John Brown.	Frank A. Kantowski.	Luther C. Slavens.	Gustav W. Rehfeld.	Frank E. Layman.	Walter Moulton.	William G. Mullen.	John Biblehausen.	John Berglin.	Libby McNeil & Libby.	Frederick Joseph.	Louis E. Kalb.	Reinhard Schwartz.	Henry Meinecke.	William R. Kennedy.	Number.
																		1
																		2
																		3
6.50	6.40																	4
		7.17																5
			6.50															6
				7.08														7
																		8
																		9
																		10
																		11
						6.80	6.97	7.00										12
f 5.93									6.38									13
										7.98	7.50							14
												e 7.05						15
												e 7.05						16
																		17
													7.00					18
																		19
											d 7.50							20
													6.80	a 5.00				21
									7.98	7.50								22
													6.74		5.63	a 5.24		23
									7.20				a 6.80				e 7.33	24
																		24

c 32,200 pounds only, whole carcasses, cows.

d Will furnish any quantity.

e This bid is made on the condition that it is not to be considered unless at least 60,000 pounds are awarded to me.

f 45,000 pounds delivered at school.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates
COFFEE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	George J. Dolezal.	William N. Green.	James Thomson.	Graeme Stewart.
1	Chicago.....Ill.	Pounds. 400	Pounds. 433,936	13.00	(a) 8.91	(a) 7.625	(b)
2					8.08	7.25	
3					8.39		
4					8.14		
5					7.90		
6					7.75		
7		200					
8		390,000					.08½
9		130,000					
10	Lawrence School.....Kans.	4,500					
11	St. Louis.....Mo.	433,936					
12							
13							
14							
15							
16							
17	New York City.....N. Y.	433,936					
18							
19							
20							
21							
22							
23							
24	Oneida Station.....Wis.	200					

CORN.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.	John G. Willock.	David Rees.	Nyrum B. Barnes.
25	Chickasha (for Kiowa Agency).....Ind. T.	Pounds. 78,400	Pounds.	.73			
26	Cedarvale (for Osage School).....Kans.	16,800		.78	.78		
27	Rushville (for Pine Ridge).....Nebr.	480,000		.76	.84	.90½	
28	Stuart (for Rosebud Agency).....Nebr.	30,000	30,000	.81			
29	Valentine (for Rosebud Agency).....Nebr.	260,000					
30		330,000			.74		
31	Valentine or Stuart (for Rosebud Agency), Nebr.	360,000				.80	
32	Santa Fe School.....N. Mex.	2,000	2,000	1.27	2.40		
33	Standing Rock Agency.....N. Dak.	200,000	200,000				
34	Anadarka (for Kiowa Agency).....Okla.	78,400	78,400	.75	.71		
35	Osage School.....Okla.	16,800					
36	Osage Agency.....Okla.	16,800	16,800				
37	Pawnee Agency.....Okla.	19,600					
38		350					
39	Pawnee School.....Okla.	56,000					
40		1,000					
41	Ponca Agency.....Okla.	28,000					
42	Ponca School.....Okla.	33,600					
43	Shawnee (for S. & F. of Miss. School). Okla.	20,000	20,000		.74		
44	Stroud or Shawnee.....Okla.	20,000		.72			
45	White Eagle.....Okla.	137,200		.71	.69		

*"Only." †All bids for Pawnee, Ponca, etc., rejected—too high. a Per hundredweight. b Per pound. c f. o. b. Chicago (for Green Bay Agency, Stockbridge School and police). d Green Rio.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COFFEE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	George J. Dolezal.	William N. Green.	James Thomson.	Graeme Stewart.
1	Chicago.....Ill.	Pounds. 400	Pounds. 433,936	13.00	(a) 8.91	(a) 7.625	(b)
2					8.08	7.25	
3					8.39		
4					8.14		
5					7.90		
6					7.75		
7		200					
8		390,000					.08½
9		130,000					
10	Lawrence School.....Kans.	4,500					
11	St. Louis.....Mo.	433,936					
12							
13							
14							
15							
16							
17	New York City.....N. Y.	433,936					
18							
19							
20							
21							
22							
23							
24	Oneida Station.....Wis.	200					

CORN.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.	John G. Willock.	David Rees.	Nyrum B. Barnes.
25	Chickasha (for Kiowa Agency).....Ind. T.	Pounds. 78,400	Pounds.	.73			
26	Cedarvale (for Osage School).....Kans.	16,800		.78	.78		
27	Rushville (for Pine Ridge).....Nebr.	480,000		.76	.84	.90½	
28	Stuart (for Rosebud Agency).....Nebr.	30,000	30,000	.81			
29	Valentine (for Rosebud Agency).....Nebr.	260,000					
30		330,000			.74		
31	Valentine or Stuart (for Rosebud Agency), Nebr.	360,000				.80	
32	Santa Fe School.....N. Mex.	2,000	2,000	1.27	2.40		
33	Standing Rock Agency.....N. Dak.	200,000	200,000				
34	Anadarka (for Kiowa Agency).....Okla.	78,400	78,400	.75	.71		
35	Osage School.....Okla.	16,800					
36	Osage Agency.....Okla.	16,800	16,800				
37	Pawnee Agency.....Okla.	19,600					
38		350					
39	Pawnee School.....Okla.	56,000					
40		1,000					
41	Ponca Agency.....Okla.	28,000					
42	Ponca School.....Okla.	33,600					
43	Shawnee (for S. & F. of Miss. School). Okla.	20,000	20,000		.74		
44	Stroud or Shawnee.....Okla.	20,000		.72			
45	White Eagle.....Okla.	137,200		.71	.69		

e Transportation from Cedarvale, Kan., to Osage Agency costs 20 cents per hundredweight. My proposal is for delivery at Osage Agency (for school). f Bid is for all. g Per bushel (350 bushels offered). h Per bushel (1,000 bushels offered). k As per sample "B," per hundredweight.

376 CORN—CONTINUED—AND CORN MEAL AND CRACKED WHEAT.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

CORN—Continued.

[NOTE.—Figures in large type denote rate

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John W. Willock.	James W. Sanford.	John Brown.
		Pounds.	Pounds.			
1	Armour (for Yankton Agency)..... S. Dak.	10,000		.90		
2	Chamberlain (for Lower Brule)..... S. Dak.	30,000		.79		
3	Chamberlain (for Crow Creek)..... S. Dak.	45,000		.79		
4	Chamberlain (for Rosebud)..... S. Dak.	70,000			.69	
5	Chamberlain School..... S. Dak.	10,000	10,000			.76
6	Cheyenne River Agency..... S. Dak.	270,000	270,000	.79	.69	
7	Crow Creek Agency..... S. Dak.	45,000	45,000			.86
8	Lower Brule Agency..... S. Dak.	30,000	30,000	.74		.86
9	Pine Ridge Agency..... S. Dak.	480,000	480,000			
10	Rosebud Agency..... S. Dak.	360,000	330,000			
11	Yankton Agency..... S. Dak.	10,000	10,000			.63
12	Lac du Flambeau School..... Wis.	5,000	5,000			
13	Lac du Flambeau..... Wis.	5,000	5,000	.97		

CORN MEAL.

Number.	Point of delivery.	Quantity offered.	Quantity awarded.	Robert E. Sloan.	George J. Dolezal.	Graeme Stewart.	John McNeil.	Henry B. Steele.
		Pounds.	Pounds.					
14	Fort Lewis School..... Colo.	2,000		2.25				
15	Chicago..... Ill.	2,000			1.35			
16		93,400					a. .01 b. .01½ c. .00841 d. .0095 e. .0089	
17		200						
19	Sioux City..... Iowa.	35,000						
20	Kansas City..... Mo.	93,400						
21	Omaha, Nebr., or Kansas City..... Mo.	93,400	93,400					
22	Omaha..... Nebr.	93,400						
23	Omaha School..... Nebr.	800						
24	Santa Fe School..... N. Mex.	5,000						
25	Osage Agency..... Okla.	500						
26	Oneida Station..... Wis.	5,000						

CRACKED WHEAT.

Number.	Point of delivery.	Quantity offered.	Quantity awarded.	John W. Willock.	James W. Sanford.	John Brown.
27	Chicago..... Ill.	23,700	23,700	2.35		.021
28	Pipestone..... Minn.	300				
29	Kansas City..... Mo.	23,700				
30						
31	Fort Shaw School..... Mont.	1,000				
32	Omaha..... Nebr.	23,700				
33	Flandreau School..... S. Dak.	1,000				

a 93,400 pounds "only," at .01 per pound, white.
 b 93,400 pounds "only," at .01½ per pound, yellow.
 c Per pound, yellow or white.
 d Per pound, white.
 e Per pound, yellow.
 f Per hundredweight, yellow.
 g Per hundredweight, white.

CORN—CONTINUED—AND CORN MEAL AND CRACKED WHEAT. 377

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

CORN—Continued.

at which contracts have been awarded.]

Number.	Patrick E. Byrne.	Stephen F. Gilman.	James C. McVay.	J. Arthur Lake.	Nyrum B. Barnes.	George P. Comer.	George L. Chesley.	John L. Turner.	Charles H. Searing.	Number.
1										1
2										2
3										3
4										4
5										5
6	1.08		1.02½	.85						6
7	1.04	1.00								7
8	1.08									8
9	1.03				1.11	.99				9
10		.95								10
11		.99								11
12	.95						.79	.86		12
13	.97								1.17	13

CORN MEAL.

Number.	George W. Dexter.	Reid Mardock & Co.	Adam J. Kasper.	Bungeuer & Bur.	Franz Shinkberg.	John G. Willock.	Chas. H. Searing.	Nathan W. Wells.	Jacob Oekander.	William G. White.	A. Walker Co.	John P. Soderstrom.	Walter T. Chandler.	Marvin A. Dean.	John F. Kern.	Wm. M. Atkinson.	Frazer Mackay.	Number.
14																		14
15										2.10								15
16	f. 90	e. 009	h. 01															16
17	g. 98	d. 01	i. 0091															17
18				f 1.40														18
19						.81	.85											19
20								k. 85										20
21																		21
22						.84	.87		1.30									22
23											1.65							23
24												.90						24
25																		25
26						1.30												26

CRACKED WHEAT.

Number.	George W. Dexter.	Reid Mardock & Co.	Adam J. Kasper.	Bungeuer & Bur.	Franz Shinkberg.	John G. Willock.	Chas. H. Searing.	Nathan W. Wells.	Jacob Oekander.	William G. White.	A. Walker Co.	John P. Soderstrom.	Walter T. Chandler.	Marvin A. Dean.	John F. Kern.	Wm. M. Atkinson.	Frazer Mackay.	Number.
27	2.08	m. 02½	l. 0210									.0220	.02½	n.210				27
28																		28
29						n.2.69	o.2.70										2.00	29
30							p.3.20											30
31																1.60		31
32						n.2.69												32
33																	2.10	33

h Per pound, white, in single jute bags.
 i Per pound, yellow, in single jute bags.
 j Per hundredweight, f. o. b. (for Green Bay Agency, Stockbridge Day School, and police).
 k Per hundredweight, yellow or white.
 l "Only," f. o. b., Chicago.
 m "Only."
 n 100-pound sacks.
 o In sacks.
 p In cartons.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rate

FEED.

Number.	Points of delivery.	Quantity offered.		John G. Willock.	Robert E. Sloan.	Charles H. Searing.	William G. White.	Sam. Williamson.	Nathan W. Wells.
		Pounds.	Pounds.						
1	Fort Yuma School..... Cal.	400	400	2.10					
2	Fort Lewis School..... Colo.	20,000	20,000	1.69	1.50	1.55	1.40		
3	Grand Junction School..... Colo.	60,000	60,000	1.58		1.41			1.58
4	Grand Junction..... Colo.							1.60	
5	Sac and Fox School..... Iowa	10,000				.99			
6	Toledo (for Sac and Fox School), Iowa	10,000	a 10,000	.91					
7	Bagley (for Red Lake School). Minn.	5,000	5,000			1.29			
8	Detroit (White Earth School). Minn.	10,000	10,000			1.19			
9	Lathrop (L. L. An. and School), Minn.	7,000	7,000			1.34			
10	Park Rapids (P. P. School)..... Minn.	3,000	3,000						
11	Twin Valley (W. R. R. School). Minn.	2,000	2,000						
12	Wild Rice River School..... Minn.	2,000							
13	Harlem (for Fort Belknap)..... Mont.	5,000							
14	Fort Belknap Agency..... Mont.	5,000	5,000						
15	Dakota City (for Omaha School), Nebr.	10,000	10,000						
16	Omaha School..... Nebr.	10,000							
17	Omaha and Winnebago School. Nebr.	10,000			1.00				
18	Valentine and Stuart..... Nebr.	30,000							
19	Valentine (for Rosebud)..... Nebr.	30,000	30,000	.96					
20	Wadsworth (for Nevada School), Nev.	40,000	40,000	1.63		1.91		1.75	
21	Dulce (for Jicarilla)..... N. Mex.	5,000				2.50			
22	Jicarilla Subagency..... N. Mex.	5,000	5,000		1.65				
23	Santa Fe School..... N. Mex.	10,000	10,000	1.18		1.33			
24	Santa Fe..... N. Mex.	10,000							
25	Standing Rock Agency..... N. Dak.	15,000	15,000						
26	Shawnee..... Okla.	20,000	20,000	.95					
27	Stroud or Shawnee School (for S. and F. of Miss.)..... Okla.	20,000				.94			
28	Armour (for Yankton School), S. Dak.	2,000	2,000	1.05					
29	Chamberlain (for Lower Brule), S. Dak.	40,000			.85				
30	Cheyenne River Agency..... S. Dak.	60,000	60,000						
31	Lower Brule Agency..... S. Dak.	40,000	40,000						
32	Price (for Uintahs)..... Utah.	3,000		2.65					
33	Price Station (for Uintahs)..... Utah.	3,000	3,000					2.00	
34	Ashland (for Chippewas of Lake Su- perior)..... Wis.	32,000	32,000	.98		1.09			
35	Lac du Flambeau..... Wis.	45,000	45,000	.98		1.07			
36	Lac du Flambeau School..... Wis.	45,000							
37	Oneida School..... Wis.	5,000		1.07		1.22			
38	Oneida Station..... Wis.	5,000	5,000						
39	Wittenberg School..... Wis.	15,000	c 15,000						
40	Wittenberg..... Wis.	15,000		1.07		1.03			

a Awarded, to be delivered at the Sac and Fox School.

b One delivery only.

c 7,500 pounds each to John A. Leig and Charles M. Upham, to be delivered at the school.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FEED.

Patrick E. Byrne.	George J. Dolezal.	Sever S. Stodsvold.	James C. McVay.	William M. Atkinson.	Jacob Ockander.	David Rees.	Walter H. Williams.	Eugene Griswold.	A. Walker Co.	Leo Hersch.	James G. Brady.	Friedrick Mewing.	James W. Sanford.	J. Arthur Lake.	Bungener & Bur.	Charles M. Upham.	John A. Leig.	Number.
																		1
																		2
																		3
																		4
	.99																	5
																		6
	a .80																	7
1.24		1.24	1.49															8
1.00		1.24	1.49															9
																		10
1.15		1.24	1.49															11
1.24			1.49															12
		1.50																13
1.60																		14
1.65				1.60														15
.99																		16
					1.20													17
																		18
					b 1.00													19
						.98												20
								1.43										21
																		22
																		23
										1.25								24
									1.43									25
											1.19	1.23						26
																		27
																		28
																		29
1.14			1.02½															30
1.14			1.02½															31
				2.65														32
			3,000															33
																		34
.95			1.02½															35
			1.02½															36
1.07																		37
1.17																		38
.99														.95				39
																c.90	c.90	40

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Reid Murdock & Co.	Charles H. Searing.	John G. McGannon.
		Pounds.	Pounds.			
1	Chicago.....Ill..	8,890,528		a 1.85		
2	Chickasha (for Kiowa Agency and School), Ind. T.....	260,000		a 1.77		
3					1.81	
4					1.73	
5					1.61	
6					1.56	
7	Wyandotte (for Seneca, etc., School)...Ind T..	40,000	40,000		1.87	2.19
8					1.79	
9					1.67	
10					1.62	
11	Sac and Fox School.....Iowa..	15,000			2.13	
12					2.05	
13					1.93	
14					1.88	
15	Toledo (for Sac and Fox School).....Iowa..	15,000	b 15,000			
16						
17						
18	Baxter Springs (for Quapaw School)...Kans..	30,000	30,000		1.87	
19					1.79	
20					1.67	
21					1.62	
22	Cedarvale (for Osage School).....Kans..	30,000	30,000		1.80	
23					1.72	
24					1.60	
25					1.55	
26	Germantown (for Kickapoo School)...Kans..	15,000	15,000		2.32	
27					2.24	
28					2.12	
29					2.07	
30	Hoyt (for Pottawatomie School).....Kans..	22,000	22,000		2.13	
31					2.05	
32					1.93	
33					1.88	
34	Lawrence School.....Kans..	164,000	164,000		1.73	
35					1.65	
36					1.53	
37					1.48	
38	White Cloud (for Great Nemaha School) Kans..	10,000			2.13	
39					2.05	
40					1.93	
41					1.88	
42	Mount Pleasant School.....Mich..	75,000	75,000		2.07	
43					1.99	
44					1.87	
45					1.82	

a "Only."

b Awarded to be delivered at the school.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

John G. Willock.	William P. Bowen.	W. D. Kuhn Grain Co.	Robert R. Clark.	John H. Ebeling.	Stiles Kennedy.	Patrick E. Byrne.	Isaac P. Baker.	Number.
								1
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								3
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								10
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								38
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								40
								41
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								43
								44
								45
								46

c Per 196 pounds delivered in cotton sacks; bid is for delivery at Mount Pleasant.
d Bid is for delivery at Mount Pleasant.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Sever S. Stodsvold.	Luman C. Simons.	Chas. H. Searing.	Patrick E. Byrne.	James C. McVay.
1	Bagley (for R. L. Ann., police and school).....Minn..	Pounds. 23,100	Pounds. 23,100	1.99	1.94	2.27	2.03	2.44
2							1.93	
3							1.52	
4	Detroit (for W. E. Agency, Pembina, police and school)....Minn..	49,700	49,700	2.19		2.17		2.44
5							2.03	
6		45,000					1.93	
7							1.52	
8								
9		35,000						
10	Lathrop (for L. L. Ann., police and school).....Minn..	24,500	24,500	2.29		2.27		2.56
11							1.93	
12							1.52	
13	Morris School.....Minn..	40,000	40,000	a2.29		2.27	2.01	2.57
14							1.91	
15							1.50	
16	Pipestone School.....Minn..	35,000	35,000	b2.29		2.19	2.11	2.37
17							2.01	
18							1.60	
19	Park Rapids (for P. P. School), Minn.....	11,000	11,000	2.19		2.47		2.69
20	Twin Valley (for Wild Rice R. School).....Minn..	26,000	26,000	c2.35	1.82	2.27	2.03	2.49
21							1.93	
22							1.52	
23	Seneca (for Quapaw-Modocs and police).....Mo..	5,460	5,460			1.97		
24						1.89		
25						1.77		
26						1.72		
27	Blackfeet Agency.....Mont..	300,000	300,000					
28								
29								
30	Durham (for Blackfeet).....Mont..	300,000						
31								
32								
33	Flathead Agency.....Mont..	40,000	40,000					
34								
35	Fort Belknap Agency.....Mont..	250,000	250,000					
36								
37								
38	Fort Peck Agency.....Mont..	350,000	350,000					
39								
40								
41	Fort Shaw School.....Mont..	90,000	90,000			2.57		
42								
43								
44	Great Falls (for Fort Shaw School), Mont.....	90,000						
45								
46								

a Bid is for delivery at Morris, Minn.
b Bid is for delivery at Pipestone, Minn.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Number.	Isaac P. Baker.	Richard J. Perkins.	Henry Reinhardt.	Herman W. Stone, jr.	John G. Willock.	Frazer Mackay.	Charles Bates.	John G. McCannon.	Lafayette Tinkel.	William M. Atkinson.	Kalspell Industrial Co.	Harold J. Hutton.	George W. Fenwick.	Number.
1	2.09													1
2	1.99													2
3	1.59													3
4		d 2.50	1.80											4
5		d 2.25												5
6	2.09													6
7	1.99													7
8	1.59													8
9				2.24										9
10	2.09	d 2.50												10
11	1.99	d 2.25												11
12	1.59													12
13	a 2.07			2.09										13
14	a 1.97													14
15	a 1.57				1.90									15
16	b 2.12				1.81									16
17	b 2.02				1.85	2.00	2.00							17
18	b 1.62				1.81									18
19				2.39										19
20	2.09	d 2.50												20
21	1.99	d 2.25												21
22	1.59													22
23					1.92			2.19						23
24					1.87									24
25					1.81									25
26									1.56	1.87				26
27									1.44	1.92				27
28										2.17				28
29											1.739	2.25		29
30	1.78													30
31	1.82													31
32	2.12													32
33									1.78					33
34									1.68					34
35									1.70					35
36										1.95				36
37										2.00				37
38										2.25				38
39										1.93				39
40										1.98				40
41										2.23				41
42										1.90				42
43										1.95				43
44										2.20				44
45	1.71													45
46	1.75													46
	2.00													

c Bid is for delivery at the school.

d Total amount awarded not to exceed 1,000,000 pounds.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Richard J. Perkins.	Kalispell Industrial Co.	Isaac P. Baker.	Harold J. Hutton.
		Pounds.	Pounds.				
1	Harlem (for Fort Belknap Agency) .Mont.	250,000		b 2.75		1.86	2.25
2				b 2.50	a 1.9692	1.92	
3						2.22	
4	Poplar (for Fort Peck Agency) .Mont.	350,000		b 2.65		1.85	2.25
5				b 2.40		2.19	
6						2.28	
7	Red Rock (for Lemhi Agency) .Mont.	55,000		b 3.50			
8				b 3.25			
9		68,000					
10	Bloomfield (for Flandreaus) .Nebr.	6,300					
11							
12							
13	Dakota City (for Omaha and Winnebago), Nebr.	42,000		b 2.50			1.75
14				b 2.25			
15							
16	Genoa School .Nebr.	95,000	95,000				
17							
18							
19							
20							
21	Great Nemaha School .Nebr.	10,000	10,000				
22	Omaha and Winnebago Agency .Nebr.	42,000					
23		47,000	6,000				
24	Omaha School .Nebr.	42,000					
25							
26							
27							
28	Rushville (for Pine Ridge Agency) .Nebr.	1,000,000	1,000,000	b 2.50			1.92
29				b 2.25			
30							
31							
32	Santee Agency (Poncas) .Nebr.	3,600	3,600				
33		3,000					
34	Santee Agency (Flandreaus) .Nebr.	6,300	6,300				
35	Stuart (for Rosebud) .Nebr.	60,000					
36							
37	Valentine and Stuart (for Rosebud) .Nebr.	750,000	680,000	b 2.50			1.90
38				b 2.25			
39		700,000					
40		680,000					
41							
42							
43	Verdigris .Nebr.	3,600					e 1.85
44							
45							
46							

a Offers 250,000 pounds for \$4,923.
 b Total award not to exceed 1,000,000 pounds.
 c 68,000 pounds only.
 d Bid is for delivery of 620,000 pounds delivered at Valentine, Nebr.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

John C. Milliek.	Lafayette Tinkel.	Gilbert G. Wright.	John G. Willock.	Nathan W. Wells.	Franz Shinkberg.	Charles H. Searing.	Stephen F. Gilman.	James C. McVay.	Jacob Ockander.	John J. McNamara.	Frank Vlasnick.	John L. Turner.	Walter H. Williams.	Charles Bates.	Number.
	1.64														1
															2
							1.90								3
															4
															5
															6
															7
															8
	e 1.57														9
															10
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e Bid is for 9,300 pounds.
 f Awarded to be delivered at the Ponca subagency.
 g Awarded to be delivered at the Flandreau subagency.
 h Also bids for delivery at Agency and Ponca on 700,000 pounds, 1.87 and 1.95.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rate

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Rate		
				Samuel Williamson.	Charles H. Searing.	Eugene Griswold.
1	Carson School..... Nev..	Pounds. 48,000	Pounds. 48,000	2.30	3.42	a 2.72 a 2.77
2						
3	Carson or Wadsworth..... Nev..	10,000		b 2.30	2.81	2.52
4	Elko (for West Shoshone, etc.)..... Nev..	47,000	47,000	2.30	2.73	2.57
5					2.61	
6					2.56	
7	Schurz (for Piutes and Walker River School)..... Nev..	10,000	10,000		3.35	3.50
8						3.55
9	Wadsworth (for Nevada School and Agency)..... Nev..	26,000	26,000	2.35	2.83	2.39 2.44
10					2.75	
11					2.63	
12					2.58	
13	Alamogordo (for Mescalero Agency and School), N. Mex.....	45,000	45,000		2.39	
14					2.31	
15					2.19	
16					2.14	
17	Albuquerque School..... N. Mex..	90,000	90,000		2.33	
18					2.25	
19					2.13	
20					2.08	
21	Dulce Side Track (for Jicarilla Subagency), N. Mex.....	100,000	100,000	e 2.45		
22						
23	Jicarilla Subagency..... N. Mex..	100,000			3.47	
24	Keams Canon and Moqui Day Schools..... N. Mex..	25,000	25,000		3.39	
25					3.27	
26					3.22	
27	Gallip (for Navajo Agency and Schools)..... N. Mex..	75,000	75,000		2.60	
28					2.52	
29					2.40	
30					2.35	
31	Navajo Agency..... N. Mex..	75,000			3.13	
32					3.05	
33					2.93	
34					2.88	
35	Santa Fe School..... N. Mex..	90,000	90,000		2.30	
36					2.22	
37					2.10	
38					2.05	
39	Eastern Cherokee School..... N. C..	49,000	49,000		2.34	
40					2.26	
41					2.14	
42					2.09	
43	Whittier (for Eastern Cherokee School)..... N. C..	49,000				
44						
45						
46						
47						

a Bid is for delivery at Carson, Nev.
 b For Piutes and Walker River School of Nevada Agency.
 c Bid is for delivery at Albuquerque.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Number.	Name													Number.
	Gilbert G. Wright.	Wellington T. Smith.	Martin Lohman.	John G. Willock.	Abraham Staab.	Leo Goldman.	José M. Archuleta.	James W. Veitch.	Leo Hersch.	Robert E. Sloan.	Adolf Schuster.	A. Walker Co.	Stephen F. Gilman.	
1	a 2.43 a 2.33													1
2														2
3														3
4	2.13 1.98	1.95												4
5														5
6														6
7														7
8														8
9														9
10	2.13 1.98													10
11														11
12														12
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17														17
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46														46
47														47

d Delivered on track.
 e Delivered at Dulce, N. Mex.
 f Delivered at Santa Fe, N. Mex.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Jennie M. Hanson.	Patrick E. Byrne.	Matthew Harrison.	Isaac P. Baker.	Richard J. Perkins.	Kuhn Roller Mill Co.
		Pounds.	Pounds.						
1	Devils Lake Agency.....N. Dak.	20,000	20,000	a1.80	2.19	2.10	e2.12		
2					2.09		e2.02		
3					1.68		e1.62		
4	Devils Lake (for Fort Totten School), N. Dak	78,000					2.12		
5							2.02		
6							1.62		
7	Fort Totten School .....N. Dak ..	78,000	78,000	c2.00	2.19	2.10	b2.75		
8					2.09		b2.50		
9					1.68				
10	Fort Yates (for Standing Rock), N. Dak	640,000							2.50
11	Mandam (for Standing Rock), N. Dak	640,000					b2.50		
12							b2.25		
13	Rolla (for Fort Totten School), N. Dak	78,000							
14	Rolla (for Turtle Mountain Band).....N. Dak..	150,000	150,000		2.08	1.90	2.14	b2.50	
15					1.98		2.04	b2.25	
16					1.57		1.64		
17	Rolla (for Devils Lake Agency), N. Dak	20,000					b2.50		
18							b2.25		
19	Standing Rock Agency ..N. Dak..	640,000	640,000						
20									
21	Standing Rock (for Agency), N. Dak	640,000							
22	Anadarko (for Kiowa, etc.)..Okla..	260,000	260,000						
23									
24									
25									
26	Anadarko (or Chickasha) ..Okla..	260,000							
27	Darlington (for Cheyenne and Arapahoe Agency and schools), Okla.....	472,300	472,300						
28									
29									
30									
31	Chilocco School.....Okla..	110,000	110,000						
32									
33									
34									
35	Kildare (for Kaw School)..Okla..	8,000	8,000						
36									
37									
38									
39	Osage Agency.....Okla.	30,000							
40	Otoe School.....Okla.	18,000							
41		750							
42	Pawnee School.....Okla.	36,000							

a 20,000 only.
 b Total award not to exceed 1,000,000 pounds.
 c 78,000 pounds only.
 d Bid is for delivery at Chilocco Switch.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Hiram R. Lyon.	Harold J. Hutton.	Stephen F. Gilman.	James C. McVay.	Adolph Le Brun.	Friedrich Mewing.	William R. Movius.	William H. Coyle.	Henry Lassen.	Charles H. Searing.	John G. Willock.	John P. Soderstrum.	Pawnee Mill Co.	Number.
													1
													2
													3
													4
													5
													6
													7
													8
													9
													10
1.71	2.05												11
1.41													12
		2.00											13
													14
	1.95	1.85	2.34	h 1.98									15
													16
													17
													18
1.96									1.88				19
1.66													20
		1.90				2.12							21
								1.90	1.83	1.83			22
									1.75	1.79			23
									1.63	1.74			24
									1.58				25
													26
													27
													28
													29
													30
								d 2.15	1.73	1.80			31
									1.65	1.76			32
									1.53	1.71			33
									1.48				34
									1.80	1.92			35
									1.72	1.87			36
									1.60	1.81			37
									1.55				38
											f 1.70		39
												2.15	40
												g 2.15½	41
												2.00	42

e Bid is for delivery at Devils Lake.
 f For usage School.
 g For police.
 h Bid is for delivery at the Turtle Mountain Reservation warehouse.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Henry Lassen.	Chas. H. Learning.	John G. Willock.	Richard J. Perkins.	Franz Shinkberg.
		Pounds.	Pounds.					
1	Shawnee Okla.	50,728		2.00				
2	Stroud, or Shawnee (for Sac and Fox schools and police)..... Okla.	50,728	(*)		1.87			
3					1.79			
4					1.67			
5					1.62			
6	Weatherford (for Seger School), Okla.	25,000	(*)	2.00	1.85			
7					1.77			
8					1.65			
9					1.60			
10	White Eagle (for Otoe, Pawnee, and Ponca) Okla.	80,500	80,500	2.10	1.73	1.80		
11					1.65	1.76		
12					1.53	1.71		
13					1.48			
14	Armour (for Yankton Agency and School) S. Dak.	230,000					a 2.14	2.33 ³
15							a 1.89	
16	Cheyenne River Agency S. Dak.	420,000	420,000				a 2.50	
17							a 2.25	
18	Chamberlain School..... S. Dak.	30,000	30,000		1.89	a 2.00	b 2.40	
19					1.85	a 1.75		
20					1.81			
21	Chamberlain (for Lower Brule Agency) S. Dak.	95,000				a 2.06	2.40	
22						a 1.81		
23	Chamberlain (for Rosebud Agency), S. Dak.	70,000	70,000			a 2.06		
24						a 1.81		
25	Flandreau School..... S. Dak.	71,000	71,000		1.75	a 2.20	c 2.33 ³	
26					1.71	a 1.95		
27					1.67			
28	Lower Brule Agency..... S. Dak.	95,000	95,000					
29		25,000						
30	Pierre School..... S. Dak.	45,000	45,000			a 2.35		
31						a 2.10		
32	Pine Ridge Agency..... S. Dak.	1,000,000						
33								
34	Rapid City School..... S. Dak.	24,000	24,000		1.90			
35					1.86			
36					1.81			
37	Sisseton (for school and police), S. Dak.	23,200	23,200				2.25	
38							2.00	
39	For school	22,000						

* No award.
 a Total award not to exceed 1,000,000 pounds.
 b Bid is for delivery at Chamberlain, S. Dak.
 c Bid is for delivery at Flandreau, S. Dak.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Number.	Harold J. Hutton.	Hiram R. Lyon.	Charles A. Lunn.	John F. Whitlock.	Charles F. Kutnewsky.	Stephen F. Gilman.	James C. McVay.	Arthur J. Lake.	James W. Sanford.	Frazer MacKay.	Charles Bates.	Patrick E. Byrne.	Isaac P. Baker.	John J. McNamara.	Nathan W. Wells.	Frank A. Leavitt.
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14	1.75															
15																
16	2.00	1.99	2.17	1.90	2.10	1.85	2.32	1.90								
17		1.74		1.98	1.90	1.93										
18					1.75											
19							2.33		1.81							
20																
21																
22	1.90															
23																
24									2.15		1.81					
25																
26	e 1.75				1.80	2.31				2.10	2.00	2.11	c 2.12			
27												2.01	c 2.02			
28												1.60	c 1.62			
29																
30																
31																
32																
33																
34							1.92									
35							2.00									
36							1.75									
37																
38																
39																
40								2.49								
41																1.70

d Bid is for delivery at Rapid City, S. Dak.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	George L. Chealey.	James C. McVay.	John Bouza.	Homer W. Johnson.
1	Yankton Agency..... S. Dak.	Pounds. 190,000	Pounds. 190,000	1.97	2.22	1.82	1.95
2		40,000					
3	Agency and School..... S. Dak.	230,000	230,000				
4	Ouray and Uintah Agency..... Utah	170,000	170,000				
5	Price (for Ouray and Uintah)..... Utah	135,000					
6	Ashland (for La Pointe Agency)..... Wis.	35,000	35,000		2.32		
7							
8							
9		20,000					
10	Green Bay Agency (for police and school)..... Wis.	4,000	4,000				
11							
12							
13		2,000					
14	Lac du Flambeau..... Wis.	45,000	45,000		2.32		
15							
16							
17							
18							
19							
20	Oneida School..... Wis.	35,000	35,000				
21							
22							
23	Oneida..... Wis.	35,000					
24							
25							
26	Stockbridge School..... Wis.	2,000					
27	Tomah School..... Wis.	45,000	45,000		2.29		
28							
29							
30	Tomah..... Wis.	45,000					
31							
32							
33	Wittenberg School..... Wis.	30,000					
34							
35							
36	Wittenberg..... Wis.	30,000	30,000				
37							
38							

a No sample.
 b Total award not to exceed 1,000,000 pounds.
 c Per 196 pounds, delivered in cotton sacks.
 d Bid is for delivery at Shawano, Wis.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Number.	Frank Vlasnik.	Stephen F. Gilman.	Samuel Williamson.	William H. Siddoway.	Eugene Griswold.	Charles H. Searing.	Richard J. Perkins.	John H. Ebeling.	Patrick E. Byrne.	Isaac P. Baker.	John G. Willock.	Charles M. Upham.	John A. Lieg.	Bungener & Bur.	Watson Earle.	Number.
1																1
2																2
3	2.29															3
4		1.80														4
5			2.40	a 2.20		2.91										5
6					1.98											6
7						2.17		b 2.50		1.99	2.05	1.91				7
8								b 2.25		1.89	1.95	1.86				8
9									1.48	1.55	1.81	1.81				9
10								c 3.85								10
11								f 3.70				d 2.10	1.60	e 2.04		11
12												d 2.06				12
13												d 2.01				13
14													2.09			14
15						2.36		b 2.50	e 3.75	2.11	2.12	1.91				15
16								b 2.25		2.01	2.02	1.86				16
17										1.60	1.62	1.81				17
18										2.06						18
19										1.96						19
20						2.35		b 2.50		1.55		1.91		2.09		20
21								b 2.25		2.07		1.86				21
22										1.97		1.81				22
23									e 3.40	1.56				2.04		23
24										2.07						24
25										1.97						25
26										1.57						26
27												1.92				27
28						2.47				2.07		1.87			g 2.00	28
29										1.97		1.83				29
30										1.56						30
31								e 3.70		2.07						31
32										1.97						32
33										1.57						33
34						2.19				2.07		2.01				34
35										1.97		1.97				35
36										1.56		1.91				36
37								e 3.75		2.07		1.65	2.09			37
38										1.97						38
										1.57						

e Offers 4,000 pounds for \$81.60 delivered at Shawano.
 f Bid is for delivery at Shawano, per 196 pounds, delivered in cotton sacks.
 g Bids to furnish 45,000 pounds for \$900.
 h To be delivered at the school.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARD BREAD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Adam J. Kasper.	James A. Lewis.	Leo Goldman.	Bungener & Bur.
1	Chicago.....Ill.	Pounds. 104,500	Pounds. 104,500	a .0317	2.99	a 2.92	b 6.00
2				a .0307			
3				a .0297			
4	Sioux City.....Iowa.	104,500			3.03		
5	Kansas City.....Mo.	104,500			3.03		
6	St. Louis.....Mo.	104,500			3.03		
7	Omaha.....Nebr.	104,500			3.03		
8	New York.....N. Y.	104,500			3.25		

HOMINY.

9	Chicago.....Ill.	400					
10		50,900					
11	Omaha and Kansas City.....Mo.	50,900	50,900	d .0104			b 1.25
12	Kansas City.....Mo.	50,900					
13	Omaha.....Nebr.	50,900					
14	Oneida Station.....Wis.	1,500					f 1.25

LARD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	George J. Dolezal.	Calvin M. Favorite.	Libby, McNeil & Libby.	Nelson, Morris & Co.
15	Chicago.....Ill.	Pounds. 400	Pounds. 53,745	9.00			
16			*50,000				g .0680
17	Chicago (or Kansas City).....Ill.						g .0660
18	Toledo.....Iowa.	400					
19	Kansas City.....Mo.	53,745			.06		
20					.06		
21		25,000			.06		
22	St. Louis (St. Joseph or Omaha).....Mo.	53,745					
23	Omaha.....Nebr.	53,745			.06	7.34	
24					.06		
25	Omaha (or Sioux City).....Nebr.	53,745					
26							
27	Albuquerque School.....N. Mex.	2,000					
28	Ossage Agency.....Okla.	1,000					
29	Yankton.....S. Dak.	1,400					
30	Tomah.....Wis.	600					

MESS PORK.

32	Chicago.....Ill.	500	1,100		8.25		
33					8.375		
34		1,006					g 9.875
35	St. Louis or St. Joseph.....Mo.	1,006				10.04	
36	Kansas City.....Mo.	1,006					
37	Omaha.....Nebr.	1,006					
38	Green Bay Agency.....Wis.	16					
39	Tomah.....Wis.	5					

* To be delivered in Chicago, Omaha, and Kansas City to Calvin Favorite at .06 $\frac{1}{2}$ and .06 $\frac{1}{4}$.
 a In 50-pound boxes.
 b 100 pounds f. o. b. (for Green Bay Agency, Stockbridge school, and Police.)
 c 100-pound sacks.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARD BREAD.

George J. Dolezal.	Graeme Stewart.	Walter T. Chandler.	John McNeil.	Henry B. Steele.	Nathan W. Wells.	George W. Dexter.	Marvin A. Dean.	John G. Willock.	Number.
									1
									2
									3
									4
									5
									6
									7
									8

HOMINY.

1.85									9
	.01 $\frac{1}{2}$	.0115	.0097	.099		1.03	.01 $\frac{1}{2}$		10
					.99				11
								c .91	12
								c .94	13
									14

LARD.

Swift & Co.	J. Schultdt.	Frederick Joseph.	Cudahy Packing Co.	Email Kleinwort.	Francis J. Wilson.	William G. Muller.	Fred. G. A. Morris.	Charles M. Upham.	Reinhard Schwartz.	Number.
										15
										16
										17
	.0727	.06								18
										19
										20
										21
										22
					6.87 $\frac{1}{2}$					23
					6.75					24
	.0727									25
										26
										27
					.0674					28
					.0636					29
						.06				30
							6.00			31
										32
								7.25		33
										34
										35
										36
										37
										38
										39
								12.00		40
									11.21	41

MESS PORK.

										32
										33
	9.94									34
	9.94									35
	9.94									36
	9.94									37
										38
										39

d Pearl hominy in double sacks.
 e 50,900 pounds only.
 f F. o. b. Chicago, or delivered at Oneida Station.
 g F. o. b.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

OATS.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Martin L. Schutt.	Abraham Staab.	Charles H. Searing.	Robert E. Sloan.	William G. White.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Ignacio Subagency..... Colo.	30,000	30,000	1.40	1.89	1.57	1.50	1.35
2	Grand Junction School..... Colo.	25,000	25,000		2.10	1.57		
3	Mancos..... Colo.	25,000				1.67		1.25
4	Navajo Springs Agency..... Colo.	25,000	25,000	1.50			1.60	1.45
5	Chickasha (for Kiowa)..... Ind. T.	143,000				.95		
6		25,000						
7	Wyandotte (for Seneca School)..... Ind. T.	11,000	11,000			1.07		
8	Cedarvale..... Kans.	44,000				1.07		
9	Bagley (for R. L. Ann. and school)..... Minn.	9,000	9,000					
10		6,000	6,000					
11		15,000			1.27			
12	Lathrop (For L. L. Ann. and school)..... Minn.	3,000	3,000					
13		2,000	2,000					
14	Park Rapids (P. P. School)..... Minn.	3,000	3,000					
15	Seneca (for Quapaw police)..... Mo.	20,000	20,000			.98		
16	Blackfeet Agency..... Mont.	60,000	60,000					
17	Crow Agency (for Tongue River)..... Mont.	30,000						
18	Durham Station (for Blackfeet)..... Mont.	60,000						
19	Rosebud (for Tongue River)..... Mont.	30,000						
20	Tongue River Agency..... Mont.	30,000	30,000					
21	Dakota City (for Omaha school)..... Nebr.	15,000						
22	Omaha School..... Nebr.	15,000			1.00			
23	Rushville (for P. Ridge)..... Nebr.	200,000	200,000					
24	Valentine (for Rosebud)..... Nebr.	100,000	100,000					

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.	John G. Willock.
		<i>Pounds.</i>	<i>Pounds.</i>		
25	Carson School..... Nev.	10,000	10,000	1.97	1.64
26	Wadsworth (for Nevada Agency)..... Nev.	5,000	5,000	2.25	1.82
27	Alamagorda (for Mescalero School)..... N. Mex.	40,000	(*)	1.45	2.15
28	Dulce (for Jicarilla Subagency)..... N. Mex.	40,000		1.69	
29	Gallup (for Navajo school)..... N. Mex.	17,000	17,000	1.79	2.46
30	Jicarilla Subagency..... N. Mex.	40,000			1.69
31	Keams Canon School..... N. Mex.	18,000	18,000	2.55	
32	Navajo Agency (for school)..... N. Mex.	17,000		2.30	
33	Pueblo Agency..... N. Mex.	8,000	8,000		
34	Santa Fe (for Pueblo)..... N. Mex.	8,000			1.99
35	Santa Fe School..... N. Mex.	30,000	30,000	1.41	2.32
36	Devils Lake Agency..... N. Dak.	8,700			
37	Rolla (for Devils Lake)..... N. Dak.	8,700	8,700		

*No award; Indians will furnish.
 a Will deliver at Blackfeet Agency for 10 cents per cwt.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

OATS.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Samuel Williamson.	John G. Willock.	Ernest L. Guillet.	Horace J. Johnson.	John G. McGannon.	John P. Soderstrom.	Patrick E. Byrne.	Sever S. Stodsvold.	Missoula Mercantile Co.	William M. Atkinson.	Joseph H. Shuburne.	Stephen F. Gilman.	Charles T. Babcock.	David Rees.	Nyrum B. Barnes.	George P. Comer.	Nathan W. Walls.	Number.	
1																						1
2				1.48	1.33																	2
3																						3
4						1.75																4
5							1.395															5
6							1.35	1.00														6
7							1.245															7
8										1.26												8
9										1.24	1.24											9
10																						10
11					1.40					1.29	1.24											11
12										1.29	1.24											12
13										1.28	1.24											13
14										1.28	1.24											14
15							1.295	1.00														15
16										1.27			1.25									16
17										1.45												17
18										1.22		900.00		1.57	1.32							18
19										1.38												19
20										1.98					1.85	1.75						20
21										1.29												21
22																						22
23															1.19		1.16	1.455	1.13	1.17		23
24															1.17		1.14		1.07	1.15		24

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Sam Williamson.	Abraham Staab.	Jose M. Archuleta.	Leo Hersch.	Adolph Schuster.	A. Walker Co.	Adolf Le Brun.	Patrick S. Byrne.	Stephen F. Gilman.	Number.
25				c 1.95									25
26													26
27					1.83								27
28													28
29						1.50	1.45						29
30								2.60					30
31													31
32													32
33													33
34							1.25						34
35					1.62		1.25		1.35				35
36										1.31 1/2			36
37											1.40		37

b Bid is 42 cents per bushel.
 c Contingent upon his getting contract for barley.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

OATS—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.	John G. Willock.	John P. Soderstrom.	Isaac K. Berry.
1	Anadarko..... Okla.	143,000	143,000	.97	.89		
2	Osage Agency (for school)..... Okla.	44,000	44,000			1.00	
3	Pawnee Agency..... Okla.	9,600	9,600				.9375
4	Pawnee School..... Okla.	12,800	12,800				.9375
5	White Eagle (for Pawnee and Ponca, etc.) Okla.	12,800					
6		12,800					
7		16,000					
8		9,600					
9		51,200		.98	.87		
10	Chamberlain School..... S. Dak.	15,000	15,000		1.04		
11	Chamberlain (for Lower Brule)..... S. Dak.	50,000			1.01		
12	Chamberlain (for Crow Creek)..... S. Dak.	50,000			1.01		
13	Cheyenne River Agency..... S. Dak.	30,000	30,000				
14	Crow Creek Agency..... S. Dak.	50,000	50,000				
15	Lower Brule Agency..... S. Dak.	50,000	50,000				
16	Rapid City School..... S. Dak.	8,500	8,500		1.75		
17	Pierre School..... S. Dak.	10,000	10,000		1.82		
18	Pine Ridge Agency..... S. Dak.	200,000					
19	Rosebud Agency..... S. Dak.	100,000					
20	Sisseton School..... S. Dak.	35,000					
21	Sisseton..... S. Dak.	35,000	35,000		1.01		
22	Sisseton (for police)..... S. Dak.	2,880	2,880		1.01		
23	Yankton Agency..... S. Dak.	60,000	60,000		.99		
24	Keshena..... Wis.	50,000					
25	Green Bay Agency..... Wis.	50,000	50,000				
26	Lac du Flambeau (for school)..... Wis.	20,000	20,000	1.33	1.11		
27	Shawano..... Wis.	50,000		.97	.95		

RICE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Bungener & Bur.	Graeme Stewart.	Walter T. Chandler.
28	Chicago..... Ill.	<i>Pounds.</i> 300	<i>Pounds.</i>			
29		63,780	63,780	<i>c.</i> .05 $\frac{1}{2}$	.0510	.0550
30						.0525
31						
32						
33						
34						
35		5,850				
36		6,500				
37		25,000				
38		25,000				
39		400				
40		100				

a Bushels.
d F. o. b.

b All for \$609.38
e Per cwt.

c Chicago, *f* o. b. (or Oneida, Wis.)

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

OATS—Continued.

Number.	Horace J. Johnson.	John Brown.	George P. Comer.	James W. Sanford.	Patrick E. Byrne.	J. Arthur Lake.	Stephen F. Gilman.	John J. McNamara.	John L. Turner.	Nyrum B. Barnes.	George L. Chesley.	George H. Klosterman.	John A. Leig.	Chas. M. Upham.	Bungener & Bur.	Number.
1																1
2																2
3																3
4																4
5	1.291															5
6	1.291															6
7	1.291															7
8	1.291															8
9		1.10		.92	1.15											9
10																10
11																11
12																12
13					1.22	1.20										13
14		1.10		.92	1.22											14
15		1.10		.92	1.22											15
16					1.28			1.20	1.40							16
17		1.55	1.33							1.655						17
18							1.39									18
19							1.42									19
20							1.25									20
21																21
22		1.07			1.15				1.06		.99					22
23												.99				23
24													.84	.95		24
25																25
26																26
27															6609.38	27

RICE.

Number.	John M. McNeil.	Adam J. Kasper.	George J. Dolezal.	Henry B. Steel.	Reid, Murdock & Co.	Marvin A. Dean.	John A. Tolman Co.	Bungener & Bur.	Number.
28									28
29					.043	.051	.0505		29
30		.05		.0527	.05	.043	.0435		30
31				.0507					31
32				.0494					32
33				.0477					33
34				.0456					34
35	.0561								35
36	.0547								36
37	.0553								37
38	.0515								38
39			8.00						39
40								f5.50	40

f Per cwt. for Green Bay Agency, Stockbridge school and police.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

RICE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Franz Shinkberg.	Frederick Smithmeyer.	George A. Roth.
1	Sioux City.....Iowa..	Pounds. 14,360	Pounds.	.05 $\frac{1}{2}$		
2				.05		
3				.04 $\frac{3}{4}$		
4	Lawrence.....Kans..	3,000			.05	
5					.06	
6	St. Louis, f. o. b.....Mo..	30,000				a. 0330
7						a. 0468
8						a. 0480
9						a. 0518
10						a. 0543
11	New York City.....N. Y..	63,780				
12						
13						

ROLLED OATS.

14	Fort Lewis School.....Colo..	5,400				
15	Chicago.....Ill..	300				
16		90,076				
17						
18		63,780				
19		80,076				
20	Chicago, f. o. b.....	250				
21	Chicago, f. o. b. (or Oneida, Wis.).....	1,000				
22	Lawrence.....Kans..	9,000			02 $\frac{3}{4}$	
23	Kansas City.....Mo..	90,076	* 80,000			
24	Kansas City (or Omaha).....	90,076				
25	St. Louis, f. o. b.....Mo..	90,000				.0347
26						.04125
27	Omaha.....Nebr..	90,076				

a Total order for rice must not exceed 30,000 pounds.
* To be delivered at Kansas City and Omaha, at \$1.61.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

RICE.

Wilkinson, Gaddis & Co.	George J. Dolezal.	Graeme Stewart.	Walter T. Chandler.	John McNeil.	Henry B. Steele.	George W. Dexter.	Reid, Murdock & Co.	Adam J. Kasper.	Marvin A. Dean.	Robert E. Sloan.	John G. Willock.	Bungener & Bur.	Number.
													1
													2
													3
													4
													5
													6
													7
													8
													9
													10
.0502													11
.0485													12
.0488													13

ROLLED OATS.

										4.00			14
	3.50												15
		2.50	b 1.60		c 1.67	.02 $\frac{1}{16}$	.02 $\frac{1}{2}$	d 1.62					16
		2.33 $\frac{1}{3}$			c 1.56								17
				.0214									18
										.02 $\frac{1}{4}$			19
												f 7.50	20
												.03	21
													22
											b 1.61		23
											g 1.68		24
													25
													26
											b 1.61		27

b Per case; 36 2-pound packages to case.
c Per case; 36 packages to case.
d f. o. b., per case; 36 2-pound packages to case.
f For Green Bay Agency, Stockbridge school and police.
g In 100-pound sacks.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SALT, COARSE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Adolf Schuster.	Charles H. Searing.	John G. Willock.	Leo Goldman.	William G. White.
1	Fort Apache Agency and School, Ariz.	Pounds. 950	Pounds. (*)	2.84				
2	Fort Apache Agency..... Ariz.	950	(*)		3.23			
3	San Carlos Agency..... Ariz.	1,500	(*)		1.84			
4	Seligman (for Yava Supai School), Ariz.	250	(*)			2.46		
5	Needles (for Fort Mojave)..... Cal.	600	(*)		1.97	1.94	2.25	
6	Fort Lewis School..... Colo.	2,000	2,000		1.47	1.53		1.40
7	Grand Junction School..... Colo.	1,000	(*)		1.87	1.89		
8	Ignacio Subagency..... Colo.	100	100					1.40
9	Ignacio..... Colo.	100			2.40			
10	Mancos (for Navajo Springs)..... Colo.	100			2.40			1.60
11	Navajo Springs Agency..... Colo.	100	100					1.85
12	Blackfoot (for Fort Hall School), Idaho	600	(*)			2.18		
13	Ross Fork (for Fort Hall Agency), Idaho	500	(*)			2.29		
14	Chickasha..... Ind. T.	1,400		.85				
15	Quapaw School..... Ind. T.	700	700					
16	Wyandotte (for Seneca School) Ind. T.	1,000	1,000	.91		.89		
17	Sac and Fox School..... Iowa	400		.98				
18	Toledo (for Sac and Fox School) Iowa	400	400			.94		
19	Baxter Springs (for Quapaw School), Kans.	700		.78		.84		
20	Cedarvale (for Osage School)..... Kans.	500	500	.89		.91		
21	Germantown (for Kickapoo School), Kans.	1,000	1,000	.90		.93		
22	Lawrence School..... Kans.	5,500	5,500	.59		.51		
23	White Cloud (for Great Nemaha School) Kans.	840	840			.79		
24	Mount Pleasant School..... Mich.	2,000	2,000	.81		.86		
25	Bagley (for R. L. annuity)..... Minn.	3,000	3,000	1.30		1.29		
26	Detroit (W. E. Agency)..... Minn.	200	200			1.40		
27	Lathrop (for L. L. School)..... Minn.	500	500			1.48		
28	Park Rapids (for P. P. School)..... Minn.	500	500			1.79		
29	Pipestone School..... Minn.	1,500	1,500	.96		.94		
30	Twin Valley..... Minn.	500	500			1.31		
31	Wild Rice River School..... Minn.	500						
32	Seneca (for Quapaw police)..... Mo.	300	300	.95		.81		
33	St. Louis (f. o. b.) for the Indian service..... Mo.	100,000						
34	Blackfeet Agency..... Mont.	20,000	20,000					
35	Crow Agency Station (for Tongue River)..... Mont.	8,000				1.46		
36	Crow Agency..... Mont.	12,000	12,000			1.46		
37	Durham Station (for Blackfeet)..... Mont.	20,000		1.47		1.61		
38	Fort Shaw School..... Mont.	4,000	4,000			1.69		
39	Fork Peck Agency..... Mont.	5,000	5,000					
40	Poplar..... Mont.	5,000				1.74		
41	Rosebud (for Tongue River)..... Mont.	8,000						
42	Tongue River Agency..... Mont.	8,000	8,000					
43	Genoa School..... Nebr.	4,000	4,000	.71		.69		
44	Hope School..... Nebr.	200	200					
45	Rushville (for Pine Ridge)..... Nebr.	1,400	1,400	.80		.86		
46	Santee Agency (Santees)..... Nebr.	1,000	1,000					

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, COARSE.

Robert E. Sloan.	Ernest L. Grillet.	John G. McGannon.	George J. Dolezal.	Fred H. Smithmeyer.	Patrick E. Byrne.	Sever S. Stadsvoid.	George L. Chesley.	Orville P. Nason.	George A. Roth.	Joseph H. Shuburne.	Charles P. Babcock.	John L. Turner.	Number.
													1
													2
													3
													4
1.50													5
1.50													6
1.90	1.50												7
													8
													9
													10
													11
													12
													13
													14
		.75											15
		.75											16
							1.00						17
													18
													19
													20
													21
							1.00						22
													23
													24
													25
													26
													27
													28
													29
													30
													31
													32
													33
									b.52				34
										1.57			35
											c1.45		36
													37
													38
													39
													40
													41
													42
													43
													44
													45
													46

* No award; to be purchased in San Francisco.
a Bid is for delivery at Pipestone.b In 100-pound double sacks.
c Double sacked; burlap, covered with gunny.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[Figures in large type denote rates

SALT, COARSE—Continued.

Number.	Points of delivery.	Quantity offered.		Jose M. Archuleta.	Chas. H. Searing.	Robert E. Sloan.
		Pounds.	Pounds.			
1	Dulce (for Jicarilla)..... N. Mex.	3,000		1.50	1.65	
2	Jicarilla Subagency..... N. Mex.	3,000				1.60
3	Gallup (for Navajo Agency)..... N. Mex.	900	(*)			
4	Keams Canyon School..... N. Mex.	400	(*)			
5	Navajo Agency..... N. Mex.	900	(*)		2.30	
6	Santa Fe School..... N. Mex.	1,500	1,500		1.46	
7	Whittier (for Eastern Cherokee School)..... N. C.	600	600		1.70	
8	Fort Berthold Agency..... N. Dak.	5,000	5,000			
9	Fort Totten School..... N. Dak.	3,000	3,000			
10	Minot (for Fort Berthold)..... N. Dak.	5,000				
11	Anadarko (for Kiowa schools)..... Okla.	1,400	1,400			
12	Chiloco School..... Okla.	8,000	8,000		.55	
13	Kildare (for Kaw School)..... Okla.	2,000	2,000		.65	
14	Stroud, or Shawnee..... Okla.	900			.99	
15	Shawnee (for Absentee Shawnee and S. and L. School), Okla.	900	900			
16	Weatherford (for Seger School)..... Okla.	1,000	1,000		1.15	
17	White Eagle (for Pawnee School and Agency)..... Okla.	1,060	1,060		.65	
18	Armour (for Yankton School)..... S. Dak.	1,000				
19	Chamberlain School..... S. Dak.	500	500			
20	Chamberlain (for Crow Creek)..... S. Dak.	4,000				
21	Chamberlain (for Lower Brule)..... S. Dak.	3,000				
22	Cheyenne River Agency..... S. Dak.	10,000	10,000			
23	Crow Creek Agency..... S. Dak.	4,000	4,000			
24	Flandreau School..... S. Dak.	1,000	1,000			
25	Lower Brule Agency..... S. Dak.	3,000	3,000			
26	Sisseton School..... S. Dak.	800	800			
27	Yankton School..... S. Dak.	1,000	1,000			
28	Uintah and Ouray agencies..... Utah.	12,000	(*)		1.95	
29	Lac du Flambeau School..... Wis.	1,500	1,500			
30	Oneida School..... Wis.	2,240			.85	
31	Oneida Station..... Wis.	2,240	2,240			
32	Tomah School..... Wis.	1,500	1,500		1.17	
33	Wittenberg School..... Wis.	600	600		.85	

* No award; to be purchased in San Francisco, Cal.

a Delivered at Sisseton, S. Dak.

b Delivered at Price, Utah.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, COARSE—Continued.

John G. Willock.	Adolf Schuster.	A. Walker Co.	Leo Hersch.	Patrick E. Byrne.	Geo. L. Chesley.	John L. Turner.	James W. Sanford.	Arthur J. Lake.	Orville P. Nason.	John A. Lieg.	Bungener & Bur.	Charles M. Upham.	Number.
g 1.98													1
2.15													2
2.84													3
													4
1.27		1.33	1.00										5
1.54													6
													7
1.09				1.59									8
1.68				1.05									9
.96													10
.83													11
.65													12
													13
													14
.87													15
.91													16
.63													17
1.49													18
1.42						1.21			1.19				19
1.42													20
1.42													21
1.32													22
									1.29				23
													24
1.36						1.20			1.10				25
													26
a 1.86									1.29				27
													28
b 1.75													29
1.17													30
.79													31
													32
1.14													33
.81													

d \$11.25 for all, or 0.50¢ cents per hundredweight.

e Bid is for delivery at Wittenberg, Wis.

f Contract is for delivery at agency.

g Dulce side track.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SALT, FINE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Ruse.	Adolf Schuster.	Charles H. Searing.	Leo Goldman.	John G. Willock.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Colorado River Agency and School. Ariz.	3,500	(*)	2.50				
2	Fort Apache Agency and School. Ariz.	6,440	(*)		2.84	3.23	3.25	
3	Hackberry (for Hualapai). Ariz.	400	(*)					3.10
4	San Carlos Agency. Ariz.	18,800	(*)			2.02		
5	Seligman (for Supai school). Ariz.	100	(*)					3.10
6	Phoenix School. Ariz.	7,500	(*)			1.65	1.50	1.83
7	Needles (for Colorado River). Cal.	3,500	(*)			2.60		2.49
8	Needles (for Fort Mojave). Cal.	2,000	(*)			2.30	2.25	2.49
9	Ignacio (for subagency). Colo.	1,500				1.90		1.89
10	Ignacio Subagency. Colo.	1,500	1,500					
11	Fort Lewis School. Colo.	4,000	4,000			1.70		1.74
12	Grand Junction School. Colo.	4,500	(*)			2.20		1.93
13	Mancos (for Navajo Springs). Colo.	1,500				2.20		2.15
14	Navajo Springs Agency. Colo.	1,500	1,500					2.48
15	Blackfoot (for Fort Hall School). Idaho.	1,500	(*)					
16	Chickasha (for Kiowa schools). Ind. T.	3,850				1.05		
17	Quapaw School. Ind. T.	1,200	1,200					
18	Wyandotte (for Seneca, etc., school). Ind. T.	800	800			1.25		1.15
19	Toledo (for Sac and Fox School). Iowa.	700	700					1.18
20	Sac and Fox School. Iowa.	700				1.18		
21	Baxter Springs (for Quapaw School), Kans.	1,200				.98		1.08
22	Cedarvale (for Osage School). Kans.	1,200	1,200			.89		.85
23	Germantown (for Kickapoo School), Kans.	200	200			1.25		.92
24	Hoyt (for Pottawatomie School). Kans.	800	800			1.25		1.08
25	Lawrence School. Kans.	2,500	2,500			.84		.81
26	White Cloud (for Great Nemaha School), Kans.	300	300					1.40
27	Mount Pleasant School. Mich.	1,000	1,000			.92		.98
28	Bagley (for R. L. police and school of White Earth Agency). Minn.	650	650					1.81
29		560						
30		90						
31	Detroit (for White Earth police and School). Minn.	600	600					1.74
32	Lathrop (for L. L. School). Minn.	300	300					1.64
33	Morris School. Minn.	2,000	2,000			1.47		1.39
34	Park Rapids (for P. P. School). Minn.	600	600					1.84
35	Pipestone School. Minn.	1,500	1,500			1.25		1.14
36	Twin Valley. Minn.	500						1.73
37	Wild Rice River School. Minn.	500	500					
38	Seneca (for Modocs). Mo.	260	260			1.25		.99
39	St. Louis (for the Indian Service). Mo.	100,000						
40								
41								
42	Arlee (for Flathead Agency). Mont.	1,000	1,000					2.67
43	Blackfeet Agency. Mont.	3,000	3,000					
44	Durham (for Blackfeet Agency). Mont.	3,000				2.25		2.15
45	Fort Shaw School. Mont.	500	500					1.94
46	Fort Peck Agency. Mont.	2,000	2,000					
47	Harlem (for Fort Belknap). Mont.	2,000	2,000					2.49
48	Poplar (for Fort Peck). Mont.	2,000						2.36
49	Red Rock (for Lemhi). Mont.	1,000	1,000					2.38

* To be purchased in San Francisco.
a For the entire lot.
b Bid is for delivery at Morris, Minn.
c Bid is for delivery at Pipestone, Minn.

advertisement of March, 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, FINE.

Number.	Charles A. Kessler.	William G. White.	Robert E. Sloan.	Ernest L. Guillet.	John G. McGannon.	George J. Dolezal.	Fred H. Smithmeyer.	Patriek E. Byrne.	Sever S. Stadsvold.	George L. Chesley.	Orville P. Nason.	George A. Roth.	Joseph H. Shuburne.	Number.
1														1
2														2
3														3
4														4
5														5
6	a146.25													6
7														7
8														8
9														9
10		1.60	1.60											10
11		1.55	1.60											11
12														12
13		1.70												13
14		1.95	2.00	1.75										14
15														15
16														16
17					1.00									17
18					1.00									18
19						1.50								19
20														20
21														21
22														22
23														23
24														24
25							2.00							25
26														26
27								1.99						27
28									1.50					28
29								1.98						29
30								1.99						30
31														31
32								1.89						32
33								1.94						33
34								1.40	b 1.50					34
35								1.94						35
36								1.40	c 1.50	1.30	e 1.00			36
37								1.96						37
38									1.75					38
39												d 1.58		39
40												e 118		40
41												f. 60		41
42														42
43								2.24					g 2.07	43
44								2.19						44
45								1.80					g 1.97	45
46								2.29						46
47														47
48														48
49								2.26						49

d No. 1, 3 pounds in double sacks.
e No. 1, 5 pounds in double sacks.
f No. 1 bulk in 100-pound double sacks.
g Will not deliver unless awarded coarse salt for Blackfeet.

f. o. b.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SALT, FINE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searling.	John G. Willock.	George L. Chesley.
1	Dakota City (for Omaha School)..... Nebr.	Pounds. 1,400	Pounds.	1.65		
2	Genoa School..... Nebr.	2,000	2,000	1.14	.99	
3	Rushville (for Pine Ridge)..... Nebr.	35,000	35,000	.89	.89	.99
4	Santee Agency and School (for Santees)..... Nebr.	1,300	1,300			
5	Stuart (for Rosebud Agency)..... Nebr.	1,000				1.20
6		30,000	2,000			.65
7	Valentine (for Rosebud Agency)..... Nebr.	2,000			1.08	
8		30,000		.83		
9		28,000	26,000		.87	
10	Carson School..... Nev.	1,500	(*)	2.50	2.67	
11	Elko (for West Shoshone Agency)..... Nev.	2,300		2.20		
12	Schurz (for Plutes and W. R. School)..... Nev.	370		3.50		
13	Western Shoshone Agency..... Nev.	2,300	(*)		3.98	
14	Alamagordo (for Mescalero)..... N. Mex.	1,500	1,500	1.95	2.10	1.67
15	Albuquerque School..... N. Mex.	2,500	2,500	1.93	1.95	
16	Dulce (for Jicarilla Subagency)..... N. Mex.	a 3,000				a 1.80
17	Gallup (for Navajo Agency and schools)..... N. Mex.	2,600	(*)		2.87	
18	Keams Canyon School..... N. Mex.	400	(*)			2.84
19	Navajo Agency..... N. Mex.	2,600	(*)	2.80		
20	Santa Fe School..... N. Mex.	4,300	4,300	1.55	1.81	
21	Santa Fe (for Pueblos)..... N. Mex.	200	200		1.83	
22	Whittier (for Eastern Cherokees)..... N. C.	1,500	1,500	1.90	1.78	
23	Fort Totten School..... N. Dak.	500	500		1.51	
24	Standing Rock Agency..... N. Dak.	6,420	6,420			
25	Anadarko (for Kiowa schools)..... Okla.	3,850	3,850		1.08	
26	Chilocco School..... Okla.	2,000	2,000	.82	.73	
27	Darlington (for Cheyenne and Arapahoe)..... Okla.	5,280	5,280	.95	.89	
28	Kildare (for Kaw School)..... Okla.	200	200	1.25	.83	
29	Shawnee (for Sac and Fox)..... Okla.	1,000	1,800		1.03	
30	Stroud or Shawnee..... Okla.	1,800		1.18		
31	Weatherford (for Seger School)..... Okla.	780	780	1.67	1.10	
32	White Eagle (for Otoe, Pawnee, and Ponca)..... Okla.	2,060	2,060	.99	.90	
33	Armour (for Yankton)..... S. Dak.	3,000			1.21	
34	Chamberlain School..... S. Dak.	500	500		1.39	1.21
35	Chamberlain (for Crow Creek)..... S. Dak.	1,500			1.39	
36	Chamberlain (for Lower Brule)..... S. Dak.	1,000			1.39	
37	Chamberlain (for Rosebud)..... S. Dak.	2,000	2,000			
38	Cheyenne River Agency..... S. Dak.	500	500		1.68	
39	Crow Creek Agency..... S. Dak.	1,500	1,500			
40	Flandreau School..... S. Dak.	2,000	2,000		1.29	c 1.20
41	Lower Brule Agency..... S. Dak.	1,000	1,000			
42	Pierre School..... S. Dak.	2,000	2,000		1.69	1.25
43	Rapid City School..... S. Dak.	1,000	1,000		1.58	
44	Sisseton School..... S. Dak.	600				1.69
45	Sisseton..... S. Dak.	600	600		1.61	
46	Yankton Agency and School..... S. Dak.	3,000	3,000			1.12

* To be purchased in San Francisco, Cal.
a Not called for.
b In 5-pound sacks.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, FINE—Continued.

De Forest Richards.	Patrick E. Byrne.	John L. Turner.	A. Walker Co.	Martin Lohman.	Jose M. Archuleta.	Adolf Schuster.	James G. Brady.	Fredrich Mewing.	James W. Sanford.	Arthur J. Lake.	Orville P. Nason.	John J. McNamara.	Number.
													1
1.00	.94	1.20											2
													3
													4
													5
	.94												6
.95	.94												7
													8
													9
													10
													11
													12
													13
													14
													15
													16
													17
													18
													19
													20
													21
													22
	1.49												23
	1.13												24
								1.30	b 1.27				25
													26
													27
													28
													29
													30
													31
													32
													33
									1.22				34
	1.39												35
	1.39												36
									1.19				37
	1.23									1.40			38
	1.50								1.32				39
	1.50												40
	1.50								1.32				41
	1.35												42
													43
													44
													45
													46

c Awarded to O. P. Nason and Geo. L. Chesley, 1,000 pounds each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SALT, FINE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.	John G. Willock.	Charles M. Upham.	John A. Lieg.	Patrick E. Byrne.
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Price for Uintah and Ouray.... Utah..	8,600			1.25			
2	Uintah and Ouray agencies.... Utah..	8,600	(*)	1.08				
3	Green Bay Agency..... Wis..	475	475		a.75		1.00	
4		300						
5	Lac du Flambeau School..... Wis..	1,000	1,000		1.41			1.41
6	Oneida Station..... Wis..	1,120					.95	.99
7	Oneida School..... Wis..	1,120	1,120	1.15	1.09			
8	Shawano (for Green Bay Agency and School)..... Wis..	475			.81			2.00
9	Stockbridge Day School..... Wis..	175					1.00	
10	Tomah School..... Wis..	500	500	1.65	1.39			1.37
11	Wittenberg School..... Wis..	600		1.25	.98			1.29
12	Wittenberg (for school)..... Wis..	600	600			d.50	.84	
13	Arapahoe Issue Station..... Wyo..	3,000						
14	Casper (for Shoshone Agency)..... Wyo..	8,100	8,100		2.46			
15	Shoshone Agency and School..... Wyo..	5,100						

SUGAR.

16	Navajo Agency Springs..... Colo..	4,000						
17	Chicago..... Ill..	1,094,341	1,094,350					
18		800						
19		2,000						
20		4,200						
21	Sioux City..... Iowa..	572,100						
22	Lawrence..... Kans..	21,000						
23	New York City..... N. Y..	1,094,341						

TEA.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Graeme Stewart.	Walter T. Chandler.	Adam J. Kasper.	Henry B. Steele.
		<i>Pounds.</i>	<i>Pounds.</i>				
24	Chicago..... Ill..	18,000		.28			
25		19,475	19,480				
26					.31	<i>g.</i> 24 ¹ / ₂	<i>g.</i> 25 ³ / ₄
27					.27	<i>g.</i> 27 ¹ / ₂	<i>g.</i> 26 ³ / ₄
28					.24	<i>g.</i> 29 ³ / ₄	<i>g.</i> 28 ³ / ₄
29						<i>f.</i> 23 ³ / ₄	<i>j.</i> 26
30						<i>g.</i> 29 ¹ / ₂	
31	Chicago (or Oneida, Wis., f. o. b.)..... Ill..	200					
32	Lawrence..... Kans..	300					
33	St. Louis, f. o. b..... Mo..	10,000					
34	New York City..... N. Y..	19,475					
35							
36	New York warehouse..... N. Y..	19,475					

* To be purchased in San Francisco, Cal.
 † 300 pounds for hospital; 175 pounds for Stockbridge Day School.
 a In sacks.
 b For the entire quantity.
 c Quantity too small to draw contract for (being the only article that would be awarded to him).

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, FINE.

Bungener & Bur.	Earle Watson.	De Forest Richards.	Ernest L. Guillet.	Graeme Stewart.	Walter T. Chandler.	Adam J. Kasper.	Henry B. Steele.	George K. Ross.	Marvin A. Dean.	Reid, Murdock & Co.	George J. Dolezal.	Franz Shinkberg.	Fred H. Smithmeyer.	Wilkinson, Gaddis & Co.	Number.
															1
															2
															3
															4
															5
b 7.40															6
															7
b 3.30															8
e 1.00															9
															10
															11
															12
															13
															14
															15

SUGAR.

				8.00											
				.0535	.051875	<i>g.</i> .0524	.0534	.051	.0524	.050797					16
e 46.00															17
f 4.75															18
															19
															20
															21
															22
															23

TEA.

George W. Dexter.	Marvin A. Dean.	John A. Tolman Co.	Maurice C. Shope.	Reid, Murdock & Co.	James Thomson.	J. H. Bell & Co.	Henry T. Browne.	The F. W. McNeal Co.	Wilkinson, Gaddis & Co.	Fred H. Smithmeyer.	Bungener & Bur.	George A. Roth.	Number.
													24
													25
													26
													27
													28
													29
													30
													31
													32
													33
													34
													35
													36

d In sacks delivered at the school.
 e For Green Bay Agency, Stockbridge School, and police.
 f F. o. b. Chicago, or Oneida, Wis.
 g F. o. b.
 h "Only."
 i 9,500 lbs., f. o. b.
 j 4,000 lbs., f. o. b.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected, goods to be shipped

Table with columns: From, To, New York, N. Y., and various agent names like John G. Willock, Randall P. Barron, Luther C. Slavens, Nathan W. Wells, Chas. H. Searing, Walter J. Wiley, Stiles Kennedy, Samuel I. Allard.

a 45 days. b 35 days. c 55 days. d 25 days. e 40 days to Needles, then first boat to agency.

March 30, 1899, for furnishing transportation for the Indian Service.

in open market, and not under contract.]

Table with columns: New York, N. Y., Chicago, Ill., and various agent names like Isaac P. Baker, De Forest Richards, Wesley E. Travis, John G. Willock, Randall P. Barron, Luther C. Slavens, Nathan W. Wells, Charles H. Searing, Walter J. Wiley, Stiles Kennedy, Samuel I. Allard, Isaac P. Baker, De Forest Richards.

f 60 days. g 50 days. h 40 days. i 30 days. j 24 days. k 15 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

[NOTE.—All bids rejected; goods to be shipped

in open market and not under contract.]

Number.	From..... To—	New York, N. Y.						
		John G. Willock.	Chas. H. Searling.	Stiles Kennedy.	Randall P. Barron.	Luther C. Slavens.	Nathan W. Wells.	Isaac P. Baker.
1	Chicago Ill.	.60	‡.62					
2	Chickasha Ind. T.	1.44	‡1.53	‡1.60	h1.40	‡1.42	1.54	
3	Marlow Ind. T.	1.45	‡1.65	‡1.60	h1.48	‡1.47	1.54	
4	Minco Ind. T.	1.45	‡1.65	‡1.60	h1.43	‡1.42	1.50	
5	Muskogee Ind. T.	2.00	‡1.81	‡1.80	h1.75	‡1.37	1.62	
6	Wyandotte Ind. T.	1.14	‡1.31		h1.23	‡1.37	1.42	
7	Anadarko Okla.	1.50	‡1.56		h1.48	‡1.47	1.58	
8	Darlington Okla.	1.40	‡1.47	b1.50	h1.37	‡1.32	1.47	
9	Kildare Okla.	1.30	‡1.53	b1.50	h1.42	‡1.95	1.49	
10	Kiowa Agency Okla.	1.70	‡1.63		h1.65	‡1.50		
11	Shawnee Okla.	1.60	‡1.58	b1.55	h1.37	‡1.47	1.58	
12	Weatherford Okla.	1.66	‡1.68	b1.60	h1.51	‡1.47	1.65	
13	White Eagle Okla.	1.30	‡1.36	b1.40	h1.29	‡1.25	1.40	
14	Sioux City Iowa	.89	‡.79					
15	Toledo Iowa	1.10	‡.79				j.75	
16	Arkansas City Kans.	1.38	‡1.47	‡1.30	h1.15	‡1.22	1.36	
17	Baxter Springs Kans.	1.20	‡1.47	‡1.25	h1.10	‡1.23		
18	Cale Kans.	1.50	‡1.49	‡1.55	h1.20	b1.27	1.42	
19	Cedarvale Kans.	1.78	‡1.69	‡1.80	h1.24	‡1.17	1.59	
20	Germantown Kans.	.82	‡1.35		h.95	‡.86	.91	
21	Hoyt Kans.	.91	‡1.33	‡1.00	h.90	‡.86	1.00	
22	Lawrence Kans.	1.07	‡1.37	‡1.07	h.90	‡.93	.94	
23	Netawaka Kans.	1.15	‡1.36	‡1.25	h1.05	‡.97	1.24	
24	White Cloud Kans.	1.22	‡1.47	‡1.35	h1.10	‡.97	1.00	
25	Mount Pleasant Mich.	.64	‡.78	‡.77		‡.67		j.69
26	Bagley Minn.		‡1.45				1.40	j1.27
27	Clontarf Minn.		‡1.24	b1.23			1.20	j.99
28	Detroit Minn.	b1.35	‡1.38			b1.27	1.32	j1.19
29	Duluth Minn.							
30	Foston Minn.		‡1.45	‡1.50		b1.27	1.40	j1.27
31	Lathrop Minn.	1.74	‡1.47				1.30	j1.24
32	Morris Minn.	1.21	‡1.17	b1.18		b1.17	1.22	j.99
33	Pipestone Minn.	.85	‡.98	d.97		b.92	.88	j.93
34	Park Rapids Minn.		‡1.37	b1.37		b1.23	1.30	j1.19
35	Tower Minn.							j1.49
36	Twin Valley Minn.					b1.47	1.40	j1.79
37	Vermilion Lake Minn.		‡1.72					j1.49
38	Kansas City Mo.	.80	‡.97	d.95	h.75			
39	Seneca Mo.	1.27	‡1.09	d1.11	h1.00	‡1.03	1.35	
40	St. Louis Mo.		‡.87					
41	Arlee Mont.		h2.88			b2.77		c2.59
42	Blackfeet Agency Mont.		h2.77			h2.73		c2.59
43	Crow Agency Mont.							c2.19
44	Durham Mont.		‡2.61			b2.53		c2.44
45	Fort Belknap Agency Mont.		h2.51			b2.47		c2.24
46	Fort Peck Agency Mont.		h2.20					c1.94
47	Fort Shaw Mont.		h2.85			b2.78		c2.69
48	Great Falls Mont.		h2.65			b2.53		c2.44
49	Harlem Mont.		h2.30			b2.27		c2.09
50	Poplar Mont.		h2.03			b1.86		c1.84
51	Red Rock Mont.		h2.89			b3.07	2.79	c2.88
52	Rosebud Mont.		h2.20		2.19			c1.70
53	Bloomfield Nebr.	1.69	‡1.22			1.37		j1.09
54	Dakota City Nebr.	1.36	‡1.06				1.12	j.93
55	Genoa Nebr.	1.28	‡1.31	‡1.20		‡1.23	1.14	j1.08

New York, N. Y.	Chicago, Ill.							Number.				
	Warren A. Evans.	Wesley E. Travis.	John G. Willock.	Chas. H. Searling.	Stiles Kennedy.	Randall P. Barron.	Luther C. Slavens.		Nathan W. Wells.	Isaac P. Baker.	Wesley E. Travis.	Warren A. Evans.
			1.11	‡1.15	‡1.25	d1.10	‡1.07	1.09				1
			1.14	‡1.27	‡1.25	d1.18	‡1.20	1.09				2
			1.09	‡1.27	‡1.25	d1.13	‡1.15	1.04				3
			1.24	‡1.47	‡1.45	d1.45	‡.97	1.17				4
			.98	‡1.03		‡.93	‡.97	.97				5
			1.17	‡1.15		d1.18	‡1.12	1.13				6
			1.06	‡1.13	‡1.15	d1.07	‡.97	1.02				7
			.99	‡1.09	‡1.15	d1.12	‡.96	.94				8
			1.39	‡1.20		d1.35	‡1.15					9
			.98	‡1.27	‡1.20	d1.07	‡1.13	1.13				10
			1.03	‡1.37	‡1.25	d1.21	‡1.17	1.20				11
			.95	‡.99	‡1.05	d.99	‡.96	.95				12
			.46	‡.49								13
			.47	‡.49								14
			.77	‡1.09								15
			.61	‡.93	‡.95	d.85	‡.87	.91	j.45			16
			.85	‡1.09	‡.90	d.80	‡.83					17
			.98	‡1.09	‡1.15	d.90	b.93	.97				18
			.49	‡.93	‡1.45	d1.94	‡.87	1.14				19
			.54	‡.98		d.65	‡.53	.46				20
			.55	‡.97	‡.65	d.60	‡.53	.55				21
			.48	‡.97	d.67	d.60	‡.57	.49				22
			.65	‡.97	d.90	d.75	‡.57	.79				23
			.35	‡.72	‡.59	d.80	‡.57	.55				24
				‡1.07			‡.52			j.58		25
				‡1.07				.95	j1.12			26
				‡.90				.75	j.76			27
		d1.00		‡.97	‡.88			.87	j.91			28
				‡1.07	d1.20		b1.04	.95	j.99			29
		1.09	‡1.07					.85	j.99			30
		1.71	‡.93		d.88		b.87	.77	j.84			31
		.49	‡.62	‡.62			b.52	.43	j.58			32
			‡1.03	d1.04			b.98	.85	j.89			33
									j1.25			34
				‡1.37		b1.13		.95	j1.55			35
			.45	‡.47	‡.47	‡.45			j1.25			36
		.68	‡.93	‡.77	‡.70	‡.69		.69				37
			‡.55									38
			‡2.51			b2.43		c2.34	‡2.63			39
			‡2.45			h2.32		c2.14				40
			‡2.25			‡1.72		c1.84	‡2.18	h1.90	‡1.90	41
			‡2.21			b2.12		c1.99				42
			‡2.18			b2.12		c1.98				43
			‡1.81					c1.71				44
			‡2.50			b2.48		c2.44				45
			‡2.30			b2.23		c2.19	2.55			46
			‡2.04			b1.92		c1.83				47
			‡1.71			b1.63		c1.61				48
			‡2.53			b2.67	2.34	c2.54	‡2.76			49
		h3.33	‡1.93					c1.44				50
			1.86	‡.88		.97	.78	j.79				51
			1.68.	‡.70			.67	j.59				52
			.68	‡.93	d.85	‡.77	.69	j.82				53

*For Tongue River Agency. †For Crow Agency. a 10 days. b 35 days. c 33 days.

d 25 days. h 40 days. i 30 days. j 24 days. l 20 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected; goods to be shipped

Number.	From.....	New York, N. Y.						
		Isaac P. Baker.	John G. Willock.	Stiles Kennedy.	Chas. H. Searing.	Nathan W. Wells.	De Forest Richards.	Luther C. Slavens.
1	Omaha..... Nebr.			l 1.15	l 1.16			
2	Pender..... Nebr.	j 1.18			i 1.65	1.11	i 1.70	
3	Rushville..... Nebr.	j 1.43		i 1.63	i 1.51		b 1.55	i 1.47
4	Santee Agency..... Nebr.	j 1.19			i 1.50			
5	Stuart..... Nebr.	j 1.23		i 1.40	i 1.41	1.35	b 1.45	i 1.27
6	Valentine..... Nebr.	j 1.33		i 1.50	i 1.41	1.49	b 1.50	i 1.33
7	Verdigris..... Nebr.	j 1.37		i 1.50	i 1.55	1.29	b 1.50	i 1.22
8	Carson..... Nev.	3.58			h 4.08	3.49	h 4.15	h 4.15
9	Elko..... Nev.	3.58			h 3.89	3.24	h 3.75	h 3.75
10	Schurz..... Nev.		3.58		h 3.99	3.99	h 4.65	h 4.65
11	Wadsworth..... Nev.		3.58		h 3.89	3.24	h 3.75	h 3.75
12	Alamogordo..... N. Mex.				i 3.48	2.44	j 2.13	j 2.13
13	Albuquerque School..... N. Mex.		2.51		i 2.65	2.59	b 2.43	b 2.43
14	Dulce Side Track..... N. Mex.				i 3.47	2.75	b 2.93	b 2.93
15	Gallup..... N. Mex.			h 3.98	i 3.98	3.67	b 3.17	b 3.17
16	Las Cruces..... N. Mex.			b 2.85	i 2.63	2.12		
17	Mescalero Agency..... N. Mex.				g 3.61			2.48
18	Navajo Agency..... N. Mex.				a 4.59	4.47	h 3.93	h 3.93
19	Santa Fe..... N. Mex.		2.20	i 2.50	i 2.53	2.18	b 2.22	b 2.22
20	Indian School Siding, Carlisle..... Pa.				i .36	.59	l .37	l .37
21	Gettysburg Junction, Carlisle..... Pa.				i .36	.59	l .37	l .37
22	Milford..... Utah				e 3.45		e 3.62	e 3.62
23	Ouray Agency..... Utah				i 2.67	2.67	b 2.42	b 2.42
24	Price..... Utah				e 3.45		e 3.62	e 3.62
25	Uintah Agency..... Utah				e 3.45		e 3.62	e 3.62
26	Ashland..... Wis.	j .80	1.15		i .91	1.05		
27	Lac du Flambeau..... Wis.	j .86	1.10		i .86	1.01		.93
28	Oneida..... Wis.	j .94	1.10		i 1.27	.89		.97
29	Shawano..... Wis.	j .72	1.15		i .72	.91	b .87	b .87
30	Tomah..... Wis.	j .67		l .70	i .66	.72	b .73	b .73
31	Wittenberg..... Wis.	j .79	1.07		i .98	.98		.87
32	Arapahoe Issue Station..... Wyo.				a 4.15		a 4.05	a 4.05
33	Casper..... Wyo.				h 2.13		b 2.05	2.43
34	Shoshone Agency..... Wyo.				a 4.15		a 4.05	
35	Chemawa..... Oreg.	3.20			g 3.53			
36	Grande Ronde Agency..... Oreg.				g 6.87			
37	Klamath Agency..... Oreg.				g 5.93			
38	Pendleton..... Oreg.	3.20			g 3.53	3.32		
39	Sheridan..... Oreg.	3.30			g 3.63			
40	The Dalles..... Oreg.	3.30			g 3.53	3.32		
41	Toledo (Yaquina Bay)..... Oreg.	3.99			g 4.48			
42	Warm Springs Agency..... Oreg.				g 4.99			
43	Creston..... Wash.	3.40			g 3.19	3.52		
44	Gate City..... Wash.				g 3.87			
45	Oyhut (Grays Harbor)..... Wash.				g 5.03			
46	Neah Bay Agency..... Wash.				g 5.69			
47	Reservation..... Wash.				g 3.83	d 3.52		
48	Rockford..... Wash.				g 3.87	3.32		
49	Tekoa..... Wash.				g 3.53	3.32		
50	Toppenish Station..... Wash.				g 4.18	3.32		
51	Tulalip..... Wash.				g 4.09			
52	Union City..... Wash.				g 4.89			
53	Wilbur..... Wash.				g 3.53	3.32		
54	Whittier..... N. C.		1.29		i 1.31	1.19		
55	Walker..... Minn.	1.24					h 1.18	

a 60 days.
b 35 days.

c 23 days.
d 25 days.

e 45 days.
f Covers delivery at Tula Rosa, if desired.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Number.	New York, N. Y.							Chicago, Ill.						
	Randall P. Barron.	Walter J. Wiley.	Wesley E. Travis.	Wesley E. Travis.	John G. Willock.	Stiles Kennedy.	Chas. H. Searing.	Isaac P. Baker.	Nathan W. Wells.	De Forest Richards.	Luther C. Slavens.	Randall P. Barron.	Walter J. Wiley.	
1				l .77	.44	d .85	i .88							1
2							i 1.32	j .74	.66	k 1.30				2
3							i 1.19	j 1.17		k 1.16	i 1.13			3
4							i .95	j .84						4
5						d 1.06	i 1.09	j .97	.90	k 1.03	i .87			5
6						e 1.15	i 1.09	1.07	1.04	k 1.07	i .98			6
7						d 1.15	i 1.19	j .92	.84	k 1.15	i .82			7
8	e 3.95	l 3.76		b 4.00	2.79		i 3.79		3.04		h 3.65	i 3.65	l 3.69	8
9	e 3.47	l 3.83		i 3.54	2.71		i 3.51		2.79		h 3.35	i 3.17	l 3.70	9
10	e 4.30	d 4.23		i 4.33			i 3.97		3.54		h 4.35	i 4.00	d 4.18	10
11	e 3.47	l 3.73		i 3.66	2.71		i 3.63		2.79		h 3.35	i 3.17	l 3.58	11
12	e 2.10						i 2.28		1.99		h 1.93	i 1.80		12
13	e 2.28	i 2.48		i 2.17	2.20		i 2.27		2.14		b 2.13	i .98	i 2.21	13
14	e 2.75						i 3.19		2.30		b 2.43	i 2.45		14
15	e 3.29	d 3.85				b 3.58	i 3.61		3.22		b 2.83	i 2.99	d 2.86	15
16	e 2.27					d 2.53	i 2.13		1.67			i 1.97		16
17							g 3.11				2.28			17
18	e 4.40						a 4.11		4.02		h 3.43	i 4.10		18
19	e 2.25	i 2.48		1.83		d 2.05	i 2.00		1.73		b 1.77	i 1.95	i 2.04	19
20	m .35						i .73		.70		l .77	i .69		20
21	e 3.80	h 3.36	b 3.60				i .73		.70		l .77	i .69		21
22			g 3.55				e 3.05					i 3.50		22
23	e 2.55	b 2.67	d 2.38				e 2.39		2.22		e 3.33			23
24			g 3.55				e 3.05				b 2.03	i 2.25		24
25							i 5.0	j .49	.60		e 3.33			25
26					.47		i .51	j .49	.56					26
27					.38		i .72	j .54	.44		.58			27
28					1.31		i .40	j .39	.36		b .47			28
29						m .30	i .33	j .32	.27		b .29			29
30							i .44	j .44	.53			.47		30
31							a 3.87			a 3.73				31
32							h 1.84			k 1.73	1.93			32
33							a 3.87			a 3.73				33
34	g 4.05	l 2.80		g 3.47			g 3.21							34
35	g 6.80			a 6.69			g 3.21	3.20				i 3.75	l 2.58	35
36	g 5.30			g 5.64			g 6.69					i 6.50		36
37	g 3.55	i 3.78	g 3.55	h 3.36			g 5.61					i 5.00		37
38	g 4.05	l 3.38		h 3.29			g 3.27	3.20	2.87			i 3.25	i 3.58	38
39	g 3.55	i 3.38	g 3.70	h 3.21			g 3.31	3.30				i 3.75	l 3.06	39
40	g 4.45	l 3.80		h 4.07			g 3.21	3.30	2.87			i 3.25	i 3.13	40
41	g 4.05						g 4.14	3.60				i 4.15	l 3.48	41
42	g 3.65						g 4.69					i 4.75		42
43	g 3.05						g 2.99	3.00	3.07			i 3.35		43
44	g 5.05						g 3.53					i 2.75		44
45	g 5.70	4.98					g 4.69					i 4.75		45
46	g 3.05	3.75					g 5.39					i 5.40	a 4.78	46
47	g 3.60						g 3.53		3.07			i 2.75	d 3.38	47
48	g 3.50		g 3.70	h 3.21			g 3.56		2.87			i 3.30		48
49	g 3.55						g 3.20		2.87			i 3.20		49
50	g 3.05	a 3.78					g 3.82		2.87			i 3.25		50
51	g 3.30						g 3.72					i 2.75	a 3.58	51
52	g 3.50						g 4.57					i 3.00		52
53	m 1.30				1.51		g 3.20		2.87			i 3.20		53
54							i 1.59		1.45			i 1.48		54
55								.99				h .98		55

g 50 days. h 40 days. i 30 days. j 24 days. k 15 days. l 20 days. m 10 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

NOTE.—All bids rejected, goods to be shipped

open market and not under contract.

Number.	From	To	Kansas City, Mo.					
			Wesley E. Travis.	John G. Willock.	R. P. Barron.	L. C. Slavens.	Nathan W. Wells.	Chas. H. Searing.
1	Casa Grande.....	Ariz.	a 2.91	2.69	a 2.75	a 2.82	2.98	b 2.89
2	Colorado River Agency.....	Ariz.		4.40	a 4.80	d 4.87	4.95	d 4.90
3	Fort Apache.....	Ariz.			a 4.60	e 4.57	4.48	e 4.52
4	Fort Mojave.....	Ariz.		3.80	a 3.69	f 4.27	3.60	f 3.93
5	Hackberry.....	Ariz.		2.75	a 3.26	a 3.37	3.05	a 3.39
6	Holbrook.....	Ariz.		3.40	a 3.45	g 3.47	3.28	a 3.75
7	Phoenix.....	Ariz.	g 3.88	2.99	a 3.30	g 3.27	2.95	g 3.50
8	San Carlos Agency.....	Ariz.	g 3.24		a 3.13	g 2.97		g 3.23
9	Seligman.....	Ariz.		2.85	a 3.05		3.05	a 3.55
10	Tucson.....	Ariz.	a 2.99	2.81	a 2.86		2.90	a 2.97
11	White River.....	Ariz.			a 4.60	g 4.47	4.48	a 4.79
12	Ager.....	Cal.	f 3.13	3.20	g 3.14	g 3.37	3.05	a 3.09
13	Amedee.....	Cal.	f 3.89	3.80	g 3.80		3.55	h 4.09
14	Colorado River Spur, Fort Yuma.....	Cal.		2.96	g 3.00	g 3.16	3.05	h 3.16
15	Genesee.....	Cal.		3.98	g 4.15			e 3.99
16	Hoopa Valley Agency.....	Cal.						f 7.73
17	Korbel.....	Cal.	f 4.44	3.80			3.03	
18	Needles.....	Cal.		3.02	g 3.30	g 3.43	2.98	h 3.43
19	Perris.....	Cal.		2.38	g 2.53	a 2.47	3.03	a 2.90
20	Porterville.....	Cal.	h 3.10	2.88	g 3.85	a 2.97	3.05	g 3.06
21	Round Valley Agency.....	Cal.						f 4.55
22	San Francisco.....	Cal.	a 3.11	2.19				a 3.00
23	San Jacinto.....	Cal.		2.47	g 2.53	a 2.47	2.45	g 2.85
24	Ukiah.....	Cal.	g 3.20	2.50	g 3.14	g 3.13	3.14	a 3.19
25	Fort Lewis.....	Colo.		2.41	e 2.53	a 2.63		h 2.69
26	Grand Junction.....	Colo.		2.10	e 2.19	h 2.27	2.20	h 2.38
27	Hesperus.....	Colo.		2.40	e 2.42	h 2.63	2.49	h 2.61
28	Ignacio.....	Colo.			e 2.13	h 2.63	2.22	h 3.01
29	Mancos.....	Colo.			e 2.68	a 3.23	2.74	g 3.58
30	Bismarek.....	N. Dak.			h 1.48	g 1.37		h 1.09
31	Devils Lake Agency.....	N. Dak.			h 1.41			h 1.41
32	Fort Berthold Agency.....	N. Dak.			h 1.86			h 2.07
33	Fort Totten.....	N. Dak.			h 1.48	h 1.37		h 1.43
34	Mandan.....	N. Dak.			h 1.25	h 1.14		h 1.17
35	Minot.....	N. Dak.			h 1.26	h 1.27		h 1.49
36	Rolla.....	N. Dak.			h 1.22	h 1.42		h 1.63
37	Standing Rock Agency.....	N. Dak.					1.17	h 1.22
38	Armour.....	S. Dak.		.64		h. 59	.55	h. 65
39	Chamberlain.....	S. Dak.		.77		h. 66	.60	h. 86
40	Cheyenne River Agency.....	S. Dak.				a 1.03	1.22	h 1.03
41	Crow Creek Agency.....	S. Dak.			.94	h. 74	.67	h. 84
42	Eureka.....	S. Dak.		.48		h. 49	.47	h. 66
43	Flandreau.....	S. Dak.					1.04	h. 93
44	Gettysburg.....	S. Dak.		.75				h. 79
45	Highmore.....	S. Dak.					.85	h 1.05
46	Lower Brule Agency.....	S. Dak.				a. 83	1.04	h. 93
47	Pierre.....	S. Dak.				a 1.43	1.62	h 1.87
48	Rapid City.....	S. Dak.				a. 71	.61	h. 86
49	Sisseton.....	S. Dak.		.68				h. 80
50	Springfield.....	S. Dak.		.67		a. 68	.54	h. 81
51	Yankton Agency.....	S. Dak.					.85	h. 90
52	Blackfoot.....	Idaho		2.57		e 2.35	a 2.27	2.09
53	Fort Lapwai.....	Idaho						2.94
54	North Lapwai.....	Idaho					2.64	h 3.71
55	Lewiston.....	Idaho	h 3.30					h 3.43
56	Ross Fork.....	Idaho	h 2.44		e 2.35	a 2.27	2.09	h 2.59
57	Spalding.....	Idaho			e 3.66			h 3.75

a 35 days. b 55 days. c 25 days. d 40 days to Needles, then first boat to agency.

Kansas City, Mo.			Omaha, Nebr.								Number.	
Samuel I. Allard.	Isaac P. Baker.	De Forest Richard.	Wesley E. Travis.	John G. Willock.	R. P. Barron.	L. C. Slavens.	N. W. Wells.	Chas. H. Searing.	Samuel I. Allard.	Isaac P. Baker.		De Forest Richard.
			a 3.00	2.74	a 2.88	a 2.97		b 2.99				1
				4.30	a 4.90	d 5.04		d 5.00				2
					a 4.79	e 4.72		e 4.87				3
				3.80	a 3.85	f 4.37		f 3.98				4
				2.75	a 3.28	a 3.47		a 3.61				5
				3.40	a 3.45	g 3.57		a 3.95				6
			g 3.98	3.14	a 3.30	g 3.37		g 3.99				7
			g 3.28		a 3.18	g 3.17		g 3.23				8
				2.85	a 3.15			a 3.55				9
			a 3.11	2.09	a 2.90			a 2.97				10
					a 4.79	g 4.67						11
			f 3.13	3.20	g 3.11	g 3.87	3.05	a 3.09				12
			f 3.89	3.85	g 3.88		3.55	h 4.09				13
				2.98	g 3.00	g 3.36		h 3.16				14
				3.98	g 4.15			e 3.99				15
	7.10						3.03	f 7.73	7.10			16
			f 4.44	3.85								17
				3.08	g 3.32	g 3.63		h 3.63				18
				2.50	g 2.65	a 2.53		a 2.90				19
			h 3.10	2.88	g 3.85	a 2.97		g 3.06				20
								f 4.55				21
			a 3.11	2.19				a 3.00				22
				2.51	g 2.65	a 2.47		g 2.85				23
			g 3.20	2.63	g 3.30	g 3.13	3.14	a 3.19				24
				2.50	e 2.53	a 2.63		h 2.69				25
				2.15	e 2.19	h 2.63	2.20	h 2.58				26
				2.44	e 2.42	h 2.63	2.49	h 2.61				27
					e 2.13	h 2.63	2.22	h 3.01				28
					e 2.68	a 3.23	2.74	g 3.58				29
			e 1.10					h 1.09				30
			e 1.37		h 1.41	g 1.27		h 1.41				31
			e 1.90		h 1.86			h 2.07				32
			e 1.37		h 1.41	h 1.27		h 1.43				33
			e .95		h 1.29	h 1.04		h 1.17				34
			e 1.20		h 1.49	h 1.17		h 1.49				35
			e 1.50		h 1.26	h 1.32		h 1.63				36
			e .95				1.13	h 1.22				37
			i .68				.44	h. 65				38
			i .69	.51			.52	h. 86				39
			i .89	.61			1.12	h 1.03				40
			i 1.05				.77	h 1.03				41
			i .84				.63	h. 84				42
			i .65				.37	h. 66				43
			i .90	.46			.94	h. 93				44
			i .70					h. 79				45
			i .89				.77	h 1.05				46
			i .90				.94	h. 93				47
			i 1.50	j 1.60			a 1.23	1.34	h 1.87		j 1.30	48
			i .70				a .67	.58	h. 86			49
			i .69				a .48	.43	h. 80			50
			1.08					.74	h. 91		.60	51
				2.57	e 2.35	a 2.27	2.09	h 2.59				52
							2.94	h 3.79				53
			h 3.30				2.64	h 3.71				54
			h 2.44		e 2.35	a 2.27	2.19	h 3.43				55
					e 3.66		h 3.75					56
												57

e 60 days. f 50 days. g 40 days. h 30 days. i 24 days. j 15 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected, goods to be shipped

Table with columns: Number, From, To, Kansas City, Mo. (John G. Willock, Chas. H. Searing, Stiles Kennedy, Randall P. Barron, Luther C. Slavens, Nathan W. Wells, Isaac P. Baker)

a 35 days. b 20 days. c 25 days. e 33 days. g 40 days. h 30 days. i 24 days.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Table with columns: Kansas City, Mo. (Warren A. Evans, Wesley E. Travis), Omaha, Nebr. (John G. Willock, Chas. H. Searing, Stiles Kennedy, Randall P. Barron, Luther C. Slavens, Nathan W. Wells, Isaac P. Baker, Warren A. Evans, Wesley E. Travis), Number.

* For Tongue River Agency.

† For Crow Agency.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected, goods to be shipped

Number.	From.....	To.....	Kansas City, Mo.				
			Chas. H. Searing.	Isaac P. Baker.	N. W. Wells.	De Forest Richards.	Luther C. Slavens.
1	Omaha.....	Nebr.	a. 98				
2	Pender.....	Nebr.	a. 95	b. 60	.79	c. 90	
3	Rushville.....	Nebr.	a. 1.07	b. 95	1.12	c. 1.00	a. 97
4	Santee Agency.....	Nebr.	a. 1.18	b. 84			
5	Stuart.....	Nebr.	a. 1.01	b. 75	.90	c. 95	a. 82
6	Valentine.....	Nebr.	a. 95	b. 85	.99	c. 91	a. 86
7	Verdigris.....	Nebr.	a. 1.13	b. 85	.88	c. 1.10	a. 73
8	Carson.....	Nev.	a. 3.48		2.93		d. 3.45
9	Elko.....	Nev.	a. 3.23		2.68		d. 3.25
10	Schurz.....	Nev.	a. 4.03		3.33		d. 3.95
11	Wadsworth.....	Nev.	a. 3.24		2.68		d. 3.25
12	Alamagordo.....	N. Mex.	a. 3.68		1.35		f. 1.63
13	Albuquerque School.....	N. Mex.	a. 2.05		1.89		g. 1.88
14	Dulce Side Track.....	N. Mex.	a. 2.99		2.03		g. 2.13
15	Gallup.....	N. Mex.	a. 3.40		2.94		g. 2.43
16	Las Cruces.....	N. Mex.	a. 2.00		1.59		
17	Mescalero Agency.....	N. Mex.	e. 3.05				1.98
18	Navajo Agency.....	N. Mex.	i. 3.01		3.74		d. 3.03
19	Santa Fe.....	N. Mex.	a. 1.80				g. 1.68
20	Indian School Siding, Carlisle.....	Pa.	a. 1.15		1.10		
21	Gettysburg Junction, Carlisle.....	Pa.	1.15		1.10		
22	Milford.....	Utah	i. 2.74				
23	Ouray Agency.....	Utah	i. 2.74				
24	Price.....	Utah	a. 1.99			1.84	g. 1.83
25	Uintah Agency.....	Utah	j. 2.74				
26	Ashland.....	Wis.	a. 87	b. 80	.92		
27	Lac du Flambeau.....	Wis.	a. 83	b. 80	.84		.88
28	Oneida.....	Wis.	a. 86	b. 75	.67		.91
29	Shawano.....	Wis.	a. 71	b. 80	.76		g. 82
30	Tomah.....	Wis.	a. 54	b. 52	.87		g. 47
31	Wittenberg.....	Wis.	a. 80	b. 80	.76		.77
32	Arapahoe Issue Station.....	Wyo.	h. 3.70			h. 3.57	
33	Casper.....	Wyo.	d. 1.64			e. 1.57	1.93
34	Shoshone Agency.....	Wyo.	h. 3.70			h. 3.57	
35	Chemawa.....	Oreg.	e. 2.97				
36	Grande Ronde Agency.....	Oreg.	e. 6.45				
37	Klamath Agency.....	Oreg.	e. 5.40				
38	Pendleton.....	Oreg.	e. 2.90		2.62		
39	Sheridan.....	Oreg.	e. 2.90				
40	The Dalles.....	Oreg.	e. 2.90		2.62		
41	Toledo (Yaquina Bay).....	Oreg.	e. 3.84				
42	Warm Springs Agency.....	Oreg.	e. 4.51				
43	Creston.....	Wash.	e. 2.90		2.82		
44	Gate City.....	Wash.	e. 3.40				
45	Oyhut (Grays Harbor).....	Wash.	e. 4.61				
46	Neah Bay Agency.....	Wash.	5.00				
47	Reservation.....	Wash.	3.38		2.82		
48	Rockford.....	Wash.	3.33		2.62		
49	Tekoa.....	Wash.	3.00		2.62		
50	Toppenish Station.....	Wash.	3.70		2.82		
51	Tulalip.....	Wash.	3.80				
52	Union City.....	Wash.	4.45				
53	Wilbur.....	Wash.	3.00		2.82		
54	Whittier.....	N. C.	1.86				
55	Walker.....	Minn.		1.15			1.33

a 20 days.

b 24 days.

c 15 days.

d 40 days.

e 50 days.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Number.	Kansas City, Mo.					Omaha, Nebr.						
	Wesley E. Travis.	John G. Willock.	Randall P. Barron.	Chas. H. Searing.	Isaac P. Baker.	N. W. Wells.	De Forest Richards.	Luther C. Slavens.	Wesley E. Travis.	John G. Willock.	Randall P. Barron.	
1												1
2				a. 75	b. 50	41	c. 75					2
3				a. 75	b. 80	93	c. 72	a. 80				3
4				a. 75	b. 76							4
5				a. 63	b. 60	65	c. 60	a. 62				5
6				a. 63	b. 70	79	c. 62	a. 66				6
7				a. 81	b. 68	59	c. 80	a. 53				7
8	a. 3.49	2.78	a. 3.40	a. 3.48		2.93		d. 3.45	a. 3.49	2.78	a. 3.40	8
9	a. 3.28	2.68	a. 3.17	a. 3.23		2.68		d. 3.25	a. 3.28	2.68	a. 3.17	9
10	a. 4.10		a. 4.00	a. 4.05		3.33		d. 3.95	a. 4.10		a. 4.00	10
11	a. 3.25	2.68	a. 3.17	a. 3.24		2.68		d. 3.25	a. 3.25	2.68	a. 3.17	11
12			a. 1.66	a. 3.28				f. 1.88			a. 1.75	12
13			a. 1.95	a. 2.25				g. 2.08			a. 2.05	13
14		2.14	a. 2.13	a. 3.19		2.03		g. 2.33		2.28	a. 2.13	14
15			a. 2.89	a. 3.60				g. 2.63			a. 2.95	15
16			a. 1.77	a. 2.30							a. 1.95	16
17			e. 3.45					2.23				17
18			a. 3.82					g. 3.03			a. 4.12	18
19		1.54	a. 1.65					g. 1.83		1.71	a. 1.75	19
20			a. 1.12			1.10					a. 1.18	20
21			a. 1.21			1.10					a. 1.18	21
22	g. 2.84		a. 2.80								a. 2.80	22
23				h. 3.24								23
24	g. 1.98		a. 1.87	a. 2.19		1.84		g. 1.83	g. 2.18		a. 1.87	24
25				h. 3.14								25
26				a. 87	b. 80	.92				.83		26
27		.83		a. 63	b. 80	.84				.80		27
28		.80		a. 86	b. 75	.87				.88		28
29		.64		a. 71	b. 80	.76				.91	.68	29
30		.71		a. 89	b. 52	.37			g. 82		.74	30
31				a. 83	b. 80	.76			g. 44			31
32		.70							.79		.71	32
33				i. 3.50			h. 3.37					33
34				d. 1.44			e. 1.37			1.63		34
35				i. 3.50			h. 3.37					35
36	e. 3.33		a. 3.75	e. 2.97				e. 3.33			a. 3.75	36
37	i. 6.69		a. 6.50	e. 6.45				i. 6.69			a. 6.50	37
38	e. 5.64		a. 5.00	e. 5.40				e. 5.64			a. 5.00	38
39	d. 2.72		a. 3.25	e. 2.90		2.62		d. 2.72			a. 3.25	39
40	d. 3.29		a. 3.75	e. 2.90				d. 3.29			a. 3.75	40
41	d. 3.21		a. 3.25	e. 2.90		2.62		d. 3.21			a. 3.25	41
42	d. 4.07		a. 4.15	e. 3.84						4.07	a. 4.15	42
43			a. 4.75	e. 4.51							a. 4.75	43
44			a. 3.35	e. 2.90		2.82					a. 3.35	44
45			a. 2.75	e. 2.75							a. 2.75	45
46			a. 4.75	e. 4.61							a. 4.75	46
47			5.40	e. 5.00							5.40	47
48			2.75	3.38			2.82				2.75	48
49			3.30	3.33			2.62				3.30	49
50	d. 3.21		3.20	3.00			2.62		d. 3.21		3.20	50
51			3.25	3.70			2.82				3.25	51
52			2.75	3.80							2.75	52
53			3.00	4.00							3.00	53
54			3.20	3.00			2.82				3.20	54
55			1.80	1.86						1.76	1.80	55

f These rates cover delivery at Tula Rosa if desired.

g 35 days.

h 60 days.

i 45 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

NOTE.—All bids rejected, goods to be shipped

Number.	From.....	To—	Sioux City, Iowa.						
			Wesley E. Travis.	John G. Willock.	Randall P. Barron.	Luther C. Slavens.	Chas. H. Searing.	Walter J. Wiley.	N. W. Wells.
1	Casa Grande	Ariz.	a 3.28	3.00	a 2.91	a 2.97	b 3.02	c 2.90	
2	Colorado River Agency	Ariz.		4.30	a 4.95	d 5.04	d 5.20		
3	Fort Apache	Ariz.			a 4.94	e 4.82	e 5.10		
4	Fort Mojave	Ariz.		3.88	a 3.82	f 4.47	f 3.98		
5	Hackberry	Ariz.		2.85	a 3.41	a 3.47	a 3.61		
6	Holbrook	Ariz.		3.40	a 3.55	g 3.67	a 3.95		
7	Phoenix	Ariz.	g 4.08	3.19	a 3.40	g 3.47	g 3.99		
8	San Carlos Agency	Ariz.	g 3.48		a 3.26	g 3.27	g 3.23	h 2.98	
9	Seligman	Ariz.		2.95	a 3.20		a 3.55		
10	Tucson	Ariz.	a 3.31	2.94	a 2.96		a 2.97		
11	White River	Ariz.			a 4.94	g 4.94			
12	Ager	Cal.	f 3.13	3.30	g 3.12	g 3.97	a 3.09		a 3.05
13	Amedee	Cal.	f 3.89	3.85	g 3.88		h 4.09		3.55
14	Colorado River Spur, Fort Yuma	Cal.		3.07	g 3.10	g 3.47	h 3.16		
15	Genesee	Cal.		3.98	g 4.15		e 3.99		
16	Hoopa Valley Agency	Cal.					f 7.73		
17	Korbel	Cal.	f 4.44	3.85					3.03
18	Needles	Cal.		3.15	g 3.44	g 3.67	h 3.68		
19	Perris	Cal.		2.59	g 2.65	a 2.69	a 2.90		
20	Porterville	Cal.	h 3.10	2.88	g 3.85	a 2.97	g 3.06		
21	Round Valley Agency	Cal.					f 4.55		
22	San Francisco	Cal.	a 3.11				a 3.00		
23	San Jacinto	Cal.		2.59	g 2.65		g 2.85		3.14
24	Ukiah	Cal.	g 3.20	2.88	g 3.50		a 3.19		
25	Fort Lewis	Colo.		2.71	e 2.53	a 2.63	h 2.69		
26	Grand Junction	Colo.		2.35	e 2.29	h 2.67	h 2.58		2.34
27	Hesperus	Colo.		2.70	e 2.52	h 2.63	h 2.61		2.62
28	Ignacio	Colo.			e 2.23	h 2.63	h 3.01		2.35
29	Mancos	Colo.			e 2.78	a 3.23	g 3.58		2.87
30	Bismarck	N. Dak.					h 1.09		
31	Devils Lake Agency	N. Dak.			h 1.30	g 1.17	h 1.28		
32	Fort Berthold Agency	N. Dak.			h 1.79		h 1.99		
33	Fort Totten	N. Dak.			h 1.30	h 1.17	h 1.27		
34	Mandan	N. Dak.			h 1.19	h .94	h 1.05		
35	Minot	N. Dak.			h 1.19	h 1.07	h 1.39		
36	Rolla	N. Dak.			h 1.19	h 1.22	h 1.38		
37	Standing Rock Agency	N. Dak.					h 1.09		1.05
38	Armour	S. Dak.		.41		h .32	h .28		.29
39	Chamberlain	S. Dak.		.41		h .39	h .50		.37
40	Cheyenne River Agency	S. Dak.				a .95	h .95		1.01
41	Crow Creek Agency	S. Dak.					h .69		.62
42	Eureka	S. Dak.				h .60	h .72		.55
43	Flandreau	S. Dak.		.31		h .32	h .45		.29
44	Gettysburg	S. Dak.					h .82		.83
45	Highmore	S. Dak.		.55			h .55		
46	Lower Brule Agency	S. Dak.					h .71		.62
47	Pierre	S. Dak.				a .75	h .83		.68
48	Rapid City	S. Dak.				a 1.23	h 1.35		1.34
49	Sisseton	S. Dak.		.64		a .66	h .85		.57
50	Springfield	S. Dak.		.63		a .29	h .53		.28
51	Yankton Agency	S. Dak.					h .52		.59
52	Blackfoot	Idaho.	2.57		e 2.35	a 2.27	h 2.60		2.09
53	Fort Lapwai	Idaho.					h 3.88		2.94
54	North Lapwai	Idaho.					h 3.70		
55	Lewiston	Idaho.	h 3.30				h 3.50		2.64
56	Ross Fork	Idaho.	h 2.44		e 2.35	a 2.27	h 2.57		2.09
57	Spaulding	Idaho.			e 3.67		h 3.87		

a 35 days. b 55 days. c 25 days. d 40 days to Needles, then first boat to agency.

March 30, 1899, for furnishing transportation for the Indian service.—Continued.

in open market and not under contract.

Sioux City, Iowa.					St. Louis, Mo.							Number.
Samuel I. Allard.	Isaac P. Baker.	De Forest Richard.	John G. Willock.	Randall P. Barron.	Luther C. Slavens.	Chas. H. Searing.	N. W. Wells.	Isaac P. Baker.	De Forest Richard.	Wesley E. Travis.		
			2.84	a 3.00	a 2.97	b 3.09					1	
			4.45	a 5.00	d 5.04	d 5.30					2	
				a 5.00	e 4.72	e 5.10					3	
				3.88	a 3.85	f 4.37	f 3.90				4	
				3.20	a 3.37		a 3.49				5	
				3.48	a 3.85	g 3.77	a 4.20				6	
				3.09	a 3.75	g 3.57	g 4.10				7	
					a 3.39	g 3.27	g 3.45				8	
				3.40	a 3.09		a 3.20				9	
				2.85	a 3.00		a 3.10				10	
					a 4.99	g 4.99					11	
				3.28	g 3.32		a 3.25				12	
				3.98	g 4.08		h 3.98				13	
				2.89	g 3.50		h 3.30				14	
				4.02	g 4.17		e 3.98				15	
	7.10		3.98		f 7.65						16	
				3.21	g 3.50	g 3.79	h 3.50		3.03		17	
				2.48	g 2.60		a 2.70				18	
				3.10	g 3.85	a 3.07	g 3.05				19	
							f 4.55				20	
				2.75			a 3.10				21	
				2.48	g 2.60		g 2.72				22	
				2.81	g 3.30		a 3.29				23	
				2.81	e 2.59	a 2.95	h 2.70				24	
				2.39	e 2.60	h 2.65	h 2.70				25	
				2.76	e 2.54	h 2.93	h 2.60				26	
					e 2.70	h 2.80	h 3.15				27	
					a 3.40	g 3.85					28	
	e 1.00				h .99			e 1.10			29	
	e 1.20		h 1.28	h 1.35	g 1.27	h 1.35		e 1.30			30	
	e 1.85		h 1.99	h 1.79		h 2.33		e 1.85			31	
	e 1.20		h 1.27	h 1.35	h 1.27	h 1.56		e 1.80			32	
	e .75		h 1.05	h 1.24	h 1.07	h 1.32		e .94			33	
	e 1.20		h 1.39	h 1.29	h 1.27	h 1.60		e 1.35			34	
	e 1.25		h 1.38	h 1.24	h 1.42	h 1.40		e 1.40			35	
	e .75		h 1.09		h 1.09	h 1.09		e .81			36	
	e .30	.80		h .82	h .68	h .68		e .65			37	
	e .47	.89		h .89	h 1.30	h 1.30		e .99			38	
	e .95			a 1.41	h .99	h .99		e 1.00			39	
	e .64			h 1.46	h 1.46	h 1.46		e 1.19			40	
	e .70			h .72	h .72	h .72		e .70			41	
	e .46	.51		h .85	h .85	h .85		e .85			42	
	e .80			h .85	h .85	h .85		e .85			43	
	e .60	.88		h .85	h .85	h .85		e .95			44	
	e .64			h 1.45	h 1.45	h 1.45		e 1.19			45	
	e .80			h .86	h .86	h .86		e .80			46	
	e 1.18	j 1.30		a 1.63	2.12	2.12		e 1.90	j 2.00		47	
	e .65		.75	a .89	h .90	h .90		e .90			48	
	e .48		.74	a .99	h 1.15	h 1.15		e .75			49	
	.70				h 1.40	h 1.40		.95			50	
				e 3.05	a 2.57	h 3.15					51	
				e 3.50		h 4.85					52	
				e 3.50		h 4.15					53	
				e 2.85		h 3.09					54	
				e 3.05	a 2.57	h 3.16				h 3.94	55	
				e 4.35		h 4.40				h 3.08	56	

e 60 days. f 50 days. g 40 days. h 30 days. i 24 days. j 15 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected; goods to be shipped

Number.	From.....	Sioux City, Iowa.						
		John G. Willock.	Chas. H. Searing.	Stiles Kennedy.	Randall P. Barron.	Luther C. Slavens.	Nathan W. Wells.	Isaac P. Baker.
To—								
1	Chicago Ill.	.47	<i>h</i> .50					
2	Chickasha Ind. T.	1.06	<i>h</i> 1.30		<i>c</i> 1.08	<i>h</i> 1.04	1.27	
3	Marlow Ind. T.	1.12	<i>h</i> .98		<i>c</i> 1.24	<i>h</i> 1.21	1.35	
4	Minco Ind. T.	.91	<i>h</i> .98		<i>c</i> 1.03	<i>h</i> 1.16		
5	Muskogee Ind. T.	1.20	<i>h</i> 1.72		<i>c</i> 1.79	<i>h</i> 1.13		
6	Wyandotte Ind. T.	.64	<i>h</i> 1.16		<i>c</i> .99	<i>h</i> 1.13		
7	Anadarko Okla.	1.18	<i>h</i> 1.30		<i>c</i> 1.16	<i>h</i> 1.09	1.31	
8	Darlington Okla.	1.04	<i>h</i> 1.20		<i>c</i> .88	<i>h</i> .87	1.02	
9	Kildare Okla.	.93	<i>h</i> 1.36		<i>c</i> 1.30	<i>h</i> .93		
10	Kiowa Agency Okla.	1.04	<i>h</i> 1.50		<i>c</i> 1.34	<i>h</i> 1.12		
11	Shawnee Okla.	1.06	<i>h</i> 1.45		<i>c</i> .89	<i>h</i> 1.12		
12	Weatherford Okla.	1.07	<i>h</i> 1.55		<i>c</i> 1.26	<i>h</i> 1.27	1.42	
13	White Eagle Okla.	.91	<i>h</i> 1.16		<i>c</i> 1.09	<i>h</i> .97		
14	Sioux City Iowa.							
15	Toledo Iowa.	.37	<i>h</i> .45					<i>g</i> 40
16	Arkansas City Kans.	.76	<i>h</i> .91		<i>c</i> .84	<i>h</i> .97		
17	Baxter Springs Kans.	.61	<i>h</i> .76		<i>c</i> .85	<i>h</i> .77		
18	Cale Kans.	.83	<i>h</i> .73		<i>c</i> .90	<i>a</i> 1.07		
19	Cedarville Kans.	.85	<i>h</i> .73		<i>c</i> .90	<i>h</i> .83		
20	Germantown Kans.	.46	<i>h</i> .75		<i>c</i> .75	<i>h</i> .67		
21	Hoyt Kans.	.49	<i>h</i> .75		<i>c</i> .50	<i>h</i> .47		
22	Lawrence Kans.	.48	<i>h</i> .72		<i>c</i> .45	<i>h</i> .55		
23	Netawaka Kans.	.40	<i>h</i> .75		<i>c</i> .50	<i>h</i> .53		
24	White Cloud Kans.	.65	<i>h</i> .73		<i>c</i> .60	<i>h</i> .53		
25	Mount Pleasant Mich.	.86	<i>h</i> 1.10			<i>h</i> .87		<i>g</i> 1.10
26	Bagley Minn.		<i>h</i> 1.03				.97	<i>g</i> 1.00
27	Clontarf Minn.		<i>h</i> .96				.77	<i>g</i> .90
28	Detroit Minn.		<i>h</i> 1.00			<i>a</i> .86	.89	<i>g</i> .80
29	Duluth Minn.							
30	Fosston Minn.		<i>h</i> 1.15			<i>a</i> 1.14	.97	<i>g</i> 1.00
31	Lathrop Minn.	1.30	<i>h</i> 1.23				.87	<i>g</i> 1.00
32	Morris Minn.	.83	<i>h</i> 1.02			<i>a</i> .67	.79	<i>g</i> .90
33	Pipestone Minn.	.59	<i>h</i> .35			<i>a</i> .34	.30	<i>g</i> .41
34	Park Rapids Minn.		<i>h</i> 1.15			<i>a</i> 1.12	.87	<i>g</i> .80
35	Tower Minn.							<i>g</i> 1.00
36	Twin Valley Minn.					<i>a</i> 1.14	.97	<i>g</i> 1.25
37	Vermillion Lake Minn.		<i>h</i> 1.50					<i>g</i> 1.00
38	Kansas City Mo.	.48	<i>h</i> .46					
39	Seneca Mo.	.65	<i>h</i> .80		<i>b</i> .75	<i>h</i> .83		
40	St. Louis Mo.		<i>h</i> .68					
41	Arlee Mont.		<i>h</i> 2.63			<i>a</i> 2.43		<i>e</i> 2.14
42	Blackfeet Agency Mont.		<i>h</i> 2.54			<i>g</i> 2.34		<i>e</i> 1.90
43	Crow Agency Mont.		<i>h</i> 1.85			<i>h</i> 1.57	1.60	<i>e</i> 1.70
44	Durham Mont.		<i>h</i> 2.40			<i>a</i> 2.14		<i>e</i> 1.75
45	Fort Belknap Agency Mont.		<i>h</i> 2.30			<i>a</i> 2.17		<i>e</i> 1.78
46	Fort Peck Agency Mont.		<i>h</i> 1.90					<i>e</i> 1.51
47	Fort Shaw Mont.		<i>h</i> 2.60			<i>a</i> 2.58		<i>e</i> 2.30
48	Great Falls Mont.		<i>h</i> 2.40			<i>a</i> 2.33		<i>e</i> 2.05
49	Harlem Mont.		<i>h</i> 2.10			<i>a</i> 1.97		<i>e</i> 1.63
50	Poplar Mont.		<i>h</i> 1.73			<i>a</i> 1.67		<i>e</i> 1.41
51	Red Rock Mont.		<i>h</i> 2.35			<i>a</i> 2.27	2.09	<i>e</i> 2.40
52	Rosebud Mont.		<i>h</i> 1.80				1.80	<i>e</i> 1.40
53	Bloomfield Nebr.	.34	<i>h</i> .70			.38	.46	<i>g</i> .55
54	Dakota City Nebr.	.12	<i>h</i> .35				.25	<i>g</i> .19
55	Genoa Nebr.	.42	<i>h</i> .72			<i>h</i> .57	.49	<i>g</i> .48

a 35 days.

b 20 days.

c 25 days.

e 33 days.

g 40 days.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Sioux City, Iowa.		St. Louis, Mo.							Number.
Warren A. Evans.	Wesley E. Travis.	John G. Willock.	Chas. H. Searing.	Randall P. Barron.	Luther C. Slavens.	Isaac P. Baker.	Warren A. Evans.	Wesley E. Travis.	
		.46	<i>h</i> .51						1
		1.28	<i>h</i> 1.32	<i>c</i> 1.11	<i>h</i> 1.13				2
		1.14	<i>h</i> 1.20	<i>c</i> 1.30	<i>h</i> 1.28				3
		1.13	<i>h</i> 1.20	<i>c</i> 1.13	<i>h</i> 1.23				4
		1.19	<i>h</i> 1.20	<i>c</i> 1.33	<i>h</i> .77				5
		.94	<i>h</i> .93	<i>c</i> 1.10	<i>h</i> .87				6
		1.17	<i>h</i> 1.40	<i>c</i> 1.30	<i>h</i> 1.17				7
		1.01	<i>h</i> 1.20	<i>c</i> 1.00	<i>h</i> .97				8
		.92	<i>h</i> 1.40	<i>c</i> 1.35	<i>h</i> .93				9
		1.22	<i>h</i> 1.50	<i>c</i> 1.44	<i>h</i> 1.20				10
		1.01	<i>h</i> 1.50	<i>c</i> 1.00	<i>h</i> .97				11
		1.09	<i>h</i> 1.60	<i>c</i> 1.35	<i>h</i> 1.13				12
		.89	<i>h</i> 1.00	<i>c</i> 1.00	<i>h</i> .93				13
		1.01	<i>h</i> 1.00						14
		.46	<i>h</i> .59			<i>g</i> .60			15
		.89	<i>h</i> .96	<i>c</i> 1.00	<i>h</i> .73				16
		.65	<i>h</i> .82	<i>c</i> 1.00	<i>h</i> .72				17
		.96	<i>h</i> .90	<i>c</i> 1.00	<i>a</i> .83				18
		.91	<i>h</i> .90	<i>c</i> 1.00	<i>h</i> .83				19
		.49	<i>h</i> .96	<i>c</i> 1.00	<i>h</i> .62				20
		.54	<i>h</i> .75	<i>c</i> .75	<i>h</i> .57				21
		.55	<i>h</i> .75	<i>c</i> .75	<i>h</i> .52				22
		.68	<i>h</i> .83	<i>c</i> .85	<i>h</i> .66				23
		.51	<i>h</i> 1.00	<i>c</i> 1.00	<i>h</i> .66				24
		1.20	<i>h</i> 1.25		<i>h</i> .69			<i>g</i> 1.10	25
			<i>h</i> 1.40					<i>g</i> 1.22	26
			<i>h</i> 1.00					<i>g</i> 1.00	27
			<i>h</i> 1.32		<i>a</i> 1.04			<i>g</i> 1.30	28
									29
			<i>h</i> 1.40		<i>a</i> 1.23			<i>g</i> 1.40	30
		1.29	<i>h</i> 1.40					<i>g</i> 1.40	31
		.89	<i>h</i> 1.05		<i>a</i> .77			<i>g</i> .84	32
		.68	<i>h</i> .72		<i>a</i> .89			<i>g</i> .58	33
			<i>h</i> 1.18		<i>a</i> 1.18			<i>g</i> 1.30	34
								<i>g</i> 1.25	35
					<i>a</i> 1.28			<i>g</i> 1.55	36
								<i>g</i> 1.25	37
			<i>h</i> 1.50						38
		.50	<i>h</i> .62						39
		.78	<i>h</i> .70	<i>b</i> .80	<i>h</i> .61				40
			<i>h</i> 2.91		<i>a</i> 2.73			<i>e</i> 2.94	41
			<i>h</i> 2.57		<i>g</i> 2.62			<i>e</i> 2.20	42
	<i>g</i> 1.80	<i>h</i> 1.65	<i>h</i> 2.32		<i>h</i> 1.87		<i>g</i> 1.80	<i>h</i> 1.80	43
			<i>h</i> 2.32		<i>a</i> 2.42			<i>e</i> 2.05	44
			<i>h</i> 2.50		<i>a</i> 2.42			<i>e</i> 1.98	45
			<i>h</i> 2.33		<i>a</i> 2.42			<i>e</i> 1.71	46
			<i>h</i> 1.91					<i>e</i> 2.44	47
			<i>h</i> 2.60		<i>a</i> 2.65			<i>e</i> 2.19	48
			<i>h</i> 2.52		<i>a</i> 2.43			<i>e</i> 1.83	49
			<i>h</i> 2.12		<i>a</i> 2.22			<i>e</i> 1.61	50
			<i>h</i> 1.75		<i>a</i> 1.77			<i>e</i> 1.54	51
			<i>h</i> 2.59		<i>a</i> 2.57			<i>e</i> 1.55	52
		<i>h</i> 2.76	<i>h</i> 1.87	<i>g</i> 1.94				<i>g</i> .79	53
			<i>h</i> 1.20		<i>h</i> .87			<i>g</i> .59	54
			.68					<i>g</i> .59	55
			.85		<i>h</i> .73			<i>g</i> .82	56

h 30 days.

g 24 days.

* For Tongue River Agency.

† For Crow Agency.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected; goods to be shipped

Number.	From		Sioux City, Iowa.			
	To—		Chas. H. Searing.	Isaac P. Baker.	N. W. Wells.	De Forest Richards.
1	Omaha	Nebr.	a .28			
2	Pender	Nebr.	a .68	b .35	.93	c .75
3	Rushville	Nebr.	a .75	b .75	.93	c .72
4	Santee Agency	Nebr.	a .60	b .63		
5	Stuart	Nebr.	a .63	b .55	.65	c .60
6	Valentine	Nebr.	a .62	b .65	.79	c .62
7	Verdigris	Nebr.	a .80	b .60	.59	c .80
8	Carson	Nev.	a 3.50			
9	Elko	Nev.	a 3.20			
10	Schurz	Nev.	a 4.10			
11	Wadsworth	Nev.	a 3.20			
12	Alamogordo	N. Mex.	a 3.48			
13	Albuquerque School	N. Mex.	a 2.22			
14	Dulco Side Track	N. Mex.	a 3.30		2.18	
15	Gallup	N. Mex.	a 3.70			
16	Las Cruces	N. Mex.	a 2.40			
17	Mescalero Agency	N. Mex.	e 3.65			
18	Navajo Agency	N. Mex.	i 4.40			
19	Santa Fe	N. Mex.	a 2.47			
20	Indian School Siding, Carlisle	Pa.	a 1.20			
21	Gettysburg Junction, Carlisle	Pa.	a 1.20			
22	Milford	Utah				
23	Ouray Agency	Utah	j 3.15			
24	Price	Utah	a 2.30		1.84	
25	Uintah Agency	Utah	j 3.15			
26	Ashland	Wis.	a .87	b .80	.92	
27	Lac du Flambeau	Wis.	a .65	b .65	.84	
28	Oneida	Wis.	a .90	b .75	.67	
29	Shawano	Wis.	a .72	b .80	.76	
30	Tomah	Wis.	a .40	b .52	.37	
31	Wittenberg	Wis.	a .79	b .80	.76	
32	*Arapahoe Issue Station	Wyo.	i 3.50			i 3.37
33	Casper	Wyo.	d 1.44			e 1.37
34	Shoshone Agency	Wyo.	i 3.50			i 3.37
35	Chemawa	Oreg.	e 2.97			
36	Grande Ronde Agency	Oreg.	e 6.45			
37	Klamath Agency	Oreg.	e 5.40			
38	Pendleton	Oreg.	e 2.90		d 2.62	
39	Sheridan	Oreg.	e 2.90			
40	The Dalles	Oreg.	e 2.90		2.62	
41	Toledo (Yaquina Bay)	Oreg.	e 3.84			
42	Warm Springs Agency	Oreg.	e 4.51			
43	Creston	Wash.	e 2.90		2.82	
44	Gate City	Wash.	e 3.40			
45	Oyhut (Grays Harbor)	Wash.	e 4.61			
46	Neah Bay Agency	Wash.	e 5.00			
47	Reservation	Wash.	e 3.38		2.82	
48	Rockford	Wash.	e 3.33		2.62	
49	Tekoa	Wash.	e 3.00		2.62	
50	Toppenish Station	Wash.	e 3.70		2.82	
51	Tulalip	Wash.	e 3.80			
52	Union City	Wash.	e 4.45			
53	Wilbur	Wash.	e 3.00		2.82	
54	Whittier	N. C.	e 1.86			
55	Walker	Minn.		1.00		

a 20 days. b 24 days. c 15 days. d 40 days. e 50 days.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Sioux City, Iowa.				St. Louis, Mo.							Number.
Luther C. Slavens.	Wesley E. Travis.	John G. Willock.	Randall P. Barron.	Chas. H. Searing.	Isaac P. Baker.	De Forest Richards.	Luther C. Slavens.	Wesley E. Travis.	John G. Willock.	Randall P. Barron.	
				a .50							1
				a 1.40	b .74	c 1.40					2
				a 1.35	b 1.17	c 1.40	a 1.08				3
a .80				a 1.05	b .90						4
				a 1.40	b .97	c 1.15	a .82				5
a .62				a 1.25	b 1.07	c 1.50	a .96				6
a .66				a 1.50	b .92	c 1.50	a .96				7
a .53				a 3.50			a 3.49	2.75		a 4.00	8
d 3.45	a 3.49	2.78	a 3.50	a 4.05			d 3.75		2.75	a 4.00	9
d 3.25	a 3.28	2.75	a 3.17	a 3.85			d 3.55			a 4.00	10
d 3.95	a 4.10		a 4.00	a 4.70			d 4.25			a 4.00	11
d 3.25	a 3.25	2.68	a 3.17	a 3.85			d 3.55		2.75	a 4.00	12
f 1.98			a 1.85	a 3.68			f 1.77			e 2.00	13
g 2.18		2.39	a 2.15	a 2.15			g 2.18		2.18	a 2.20	14
g 2.43			a 2.23	a 3.40			g 2.43			a 2.75	15
2.73			a 3.05	a 3.70			3.17			a 3.25	16
			a 2.05	a 2.10						a 2.30	17
2.37				e 3.50			2.12				18
d 3.13			a 4.22	i 4.40			d 3.77			a 4.30	19
g 1.93		1.85	a 1.85	a 2.35			g 1.97		1.72	a 2.00	20
			a 1.18	a 1.15			h .99			a 1.18	21
			a 1.18	a 1.15			h .99			a 1.18	22
	g 2.84		a 2.80					g 3.44		a 3.00	23
				j 3.60						a 2.25	24
g 1.89	g 2.28		a 1.97	a 2.80			g 2.13	g 2.62		a 2.62	25
				j 3.60						a 2.25	26
		.83		a .95	b .90				.83	a 2.75	27
.88	.80	.80		a .82	b .86		1.17		.72	a 2.00	28
.09	.68	.68		a 1.03	b .65		.81		.73	a 2.00	29
g .82	.74	.74		a .80	b .90		g .72		.68	a 3.75	30
g .42				a .70	b .48		g .67			a 3.00	31
.73		.73		a .85	b .90		.75		.68	a 3.00	32
				i 3.70		i 3.85				a 3.75	33
1.63	d 1.44			d 1.64		e 1.85	1.78			a 3.75	34
				i 3.70		i 3.85				a 3.75	35
e 3.33			a 3.75	e 3.15						a 6.50	36
i 6.69			a 6.50	e 6.60						a 5.00	37
e 5.64			a 5.00	e 5.75						a 3.25	38
d 2.72			a 3.25	e 3.20			d 3.28			a 3.75	39
d 3.29			a 3.75	e 3.45			d 3.29			a 3.25	40
d 3.21			a 3.25	e 3.15						a 4.15	41
4.07			a 4.15	e 4.10						a 4.75	42
			a 4.75	e 5.00						a 3.35	43
			a 3.35	e 3.10						a 2.75	44
			a 2.75	e 3.60						a 4.75	45
			a 4.75	e 4.81						a 5.40	46
			a 5.40	e 5.00						a 2.75	47
			a 2.75	e 3.63						a 3.30	48
			a 3.30	e 3.63						a 3.20	49
d 3.21			a 3.20	e 3.25						a 3.25	50
			a 3.25	e 3.25						a 2.75	51
			a 2.75	e 3.95						a 3.00	52
			a 3.00	e 4.45						a 3.20	53
			a 3.20	e 3.70						a 1.50	54
d 1.06		1.76	a 1.80	e 1.50	1.40		d 1.13		1.58	a 1.50	55

f These rates cover delivery at Tula Rosa if desired. g 35 days. h 20 days. i 60 days. j 45 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected. Goods to be shipped

Number.	From -----	To—	St. Paul, Minn.					
			Luther C. Slavens.	Nathan W. Wells.	Isaac P. Baker.	Randall P. Barron.	De Forest Richards.	Wesley E. Travis.
1	Casa Grande	Ariz.	b 3. 14					
2	Colorado River Agency	Ariz.	d 5. 21					
3	Fort Apache	Ariz.	e 4. 87					
4	Fort Mojave	Ariz.	g 4. 47					
5	Hackberry	Ariz.						
6	Holbrook	Ariz.						
7	Phoenix	Ariz.						
8	San Carlos Agency	Ariz.						
9	Seligman	Ariz.						
10	Tucson	Ariz.						
11	White River	Ariz.						
12	Ager	Cal.						
13	Amedee	Cal.						
14	Colorado River Spur, Fort Yuma	Cal.						
15	Genesee	Cal.						
16	Hoopa Valley Agency	Cal.						
17	Korbel	Cal.						
18	Needles	Cal.						
19	Perris	Cal.						
20	Porterville	Cal.						
21	Round Valley Agency	Cal.						
22	San Francisco	Cal.						
23	San Jacinto	Cal.						
24	Ukiah	Cal.						
25	Fort Lewis	Colo.						
26	Grand Junction	Colo.						
27	Hesperus	Colo.						
28	Ignacio	Colo.		2. 39				
29	Mancos	Colo.		2. 90				
30	Bismarck	N. Dak.			l. 75			
31	Devils Lake Agency	N. Dak.	f. 97		l. 99	j. 1. 09		
32	Fort Berthold Agency	N. Dak.			l. 55	j. 1. 47		
33	Fort Totten	N. Dak.	j. 97		l. 99	j. 1. 09		
34	Mandan	N. Dak.	j. 67		l. 68	j. 84		
35	Minot	N. Dak.	j. 77		l. 95	j. 88		
36	Rolla	N. Dak.	j. 1. 07		l. 1. 00			
37	Standing Rock Agency	N. Dak.		1. 07	l. 75			
38	Armour	S. Dak.	j. 57	. 50	m. 59			
39	Chamberlain	S. Dak.	j. 59	. 53	m. 69			
40	Cheyenne River Agency	S. Dak.		1. 11	m. 1. 00			
41	Crow Creek Agency	S. Dak.		. 75	m. 89			
42	Eureka	S. Dak.	j. 67	. 57	m. 70	. 85		
43	Flandreau	S. Dak.	j. 39	. 34	m. 85			
44	Gettysburg	S. Dak.		. 93	m. 85			
45	Higmore	S. Dak.			m. 70			
46	Lower Brule Agency	S. Dak.		. 75	m. 89			
47	Pierre	S. Dak.		. 94	m. 85			
48	Rapid City	S. Dak.	b 1. 58			n 2. 75		
49	Sisseton	S. Dak.	b. 48	. 41	m. 50			
50	Springfield	S. Dak.	b. 60	. 48	m. 62			
51	Yankton Agency	S. Dak.		. 80	. 79			
52	Blackfoot	Idaho	b 2. 57					
53	Fort Lapwai	Idaho						
54	North Lapwai	Idaho						
55	Lewiston	Idaho	b 2. 57				j 3. 94	
56	Ross Fort	Idaho						
57	Spalding	Idaho						

a 10 days. c 5 days. e 60 days. g 50 days.
 b 35 days. d 40 days to Needles; then by first boat to agency. f 40 days.

March 30, 1899, for furnishing transportation for the Indian Service.

in open market and not under contract.]

Number.	San Francisco, Cal.					
	Samuel I. Allaru.	Luther C. Slavens.	Walter J. Wiley.	Wesley E. Travis.	Randall P. Barron.	Alexander Brizzard.
1	2. 21	b 1. 73	c 1. 66	a 1. 84		
2	3. 44	d 3. 03	e 3. 42			
3	4. 13	e 3. 53	f 3. 28			
4	4. 60	g 2. 77	g 2. 82			
5	2. 83	b 2. 67	h 2. 09			
6	2. 93	b 2. 67	h 2. 09			
7	2. 82	f 2. 53	h 2. 16			
8	4. 26	f 2. 17	i 1. 83	a 2. 24		
9	2. 98		i 2. 28			
10	2. 52	f 2. 07	i 1. 94	j 2. 22		
11	4. 08	f 2. 77	f 3. 23			
12	1. 93	f 1. 23	i 1. 33	a 1. 56	f 1. 24	
13	2. 76	1. 83	k 1. 93	a 2. 22		
14	1. 85	f 1. 67	c 1. 49		f 1. 59	
15	3. 20	2. 13	j 2. 30			
16	3. 80		e 2. 70		f 1. 24	k 2. 45
17	2. 00		i. 68	a 2. 46		
18	2. 72	b 2. 13	i 1. 82		f 1. 99	
19	1. 40	b 1. 03	i. 98			
20	1. 44	b. 97	i 1. 10	a 1. 11		
21	3. 90		e 3. 78			
22	1. 62	b 1. 03	i 1. 48			
23	1. 70	f. 73	c. 88	c 1. 07		
24					f 3. 07	
25					l 1. 95	
26					f 3. 07	
27					f 3. 07	
28					f 3. 07	
29					f 3. 07	
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52	2. 40	b 2. 42	n 1. 87	k 2. 10	l 1. 83	
53	2. 86		n 1. 78			
54	4. 50		e 4. 30			
55	2. 18		n 1. 98			
56	2. 40	b 2. 32	n 1. 78	k 1. 94	l 1. 83	
57						

h 9 days. i 8 days. j 30 days. k 20 days. l 25 days. m 24 days. n 15 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected. Goods to be shipped

Number.	From		St. Paul, Minn.			
	To—		Chas. H. Searing.	Randall P. Barron.	Luther C. Slavens.	N. W. Wells.
1	Chicago	Ill.				
2	Chickasha	Ind. T.		a 1.15	b 1.18	1.12
3	Marlow	Ind. T.		a 1.20	b 1.28	1.11
4	Minco	Ind. T.		a 1.15	b 1.33	
5	Muscogee	Ind. T.			b .97	
6	Wyandotte	Ind. T.			.97	
7	Anadarko	Okla.		a 1.20	b 1.22	1.15
8	Darlington	Okla.		a 1.05	b 1.22	1.14
9	Kildare	Okla.		a 1.35	b 1.13	
10	Kiowa Agency	Okla.		a 1.44	b 1.25	
11	Shawnee	Okla.		a 1.10	b 1.22	
12	Weatherford	Okla.		a 1.25	b 1.27	1.20
13	White Eagle	Okla.			b 1.13	
14	Sioux City	Iowa.				
15	Toledo	Iowa.				
16	Arkansas City	Kans.		a 1.00	b 1.12	
17	Baxter Springs	Kans.		a 1.00	b .97	
18	Cale	Kans.		a 1.00	c .97	
19	Cedarvale	Kans.			b .97	
20	Germantown	Kans.			b .87	
21	Hoyt	Kans.			b .67	
22	Lawrence	Kans.			b .63	
23	Netawaka	Kans.			b .63	
24	White Cloud	Kans.			b .66	
25	Mount Pleasant	Mich.				
26	Bagley	Minn.				.70
27	Clontarf	Minn.				.50
28	Detroit	Minn.			c .69	.62
29	Duluth	Minn.				
30	Fosston	Minn.			c .77	.70
31	Lathrop	Minn.				.60
32	Morris	Minn.			c .67	.52
33	Pipestone	Minn.			c .45	.30
34	Park Rapids	Minn.			c .78	.60
35	Tower	Minn.				
36	Twin Valley	Minn.			c .83	.70
37	Vermilion Lake	Minn.				
38	Kansas City	Mo.				
39	Seneca	Mo.			b 1.09	
40	St. Louis	Mo.				
41	Arlee	Mont.			c 2.33	
42	Blackfoot Agency	Mont.			f 1.87	
43	Crow Agency	Mont.			b 1.93	1.87
44	Durham	Mont.			e 1.67	
45	Fort Belknap Agency	Mont.			e 1.84	
46	Fort Peck Agency	Mont.				
47	Fort Shaw	Mont.			s 2.13	
48	Great Falls	Mont.			e 1.88	
49	Harlem	Mont.			e 1.64	
50	Poplar	Mont.			e 1.36	
51	Red Rock	Mont.			e 2.57	2.36
52	Rosebud	Mont.			1.75	
53	Bloomfield	Nebr.				.84
54	Dakota City	Nebr.				.83
55	Genoa	Nebr.			b .83	.77

a 25 days.

b 30 days.

c 35 days.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Number.	St. Paul, Minn.			San Francisco, Cal.	
	Isaac P. Baker.	John G. Willock.	Warren A. Evans.	Wesley E. Travis.	Luther C. Slavens.
1					
2					
3					
4					
5					
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7					
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9					
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11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26	d .80				
27	d .59				
28	d .71				
29					
30	d .79				
31	d .83				
32	d .68				
33	d .44				
34	d .78				
35	d .95				
36	d 1.05				
37	d .95	.44			
38		.68			
39		.68			
40					
41	e 2.19				
42	e 1.80				
43	e 1.70		g 1.70	h 2.10	
44	e 1.65				
45	e 1.63				
46	e 1.43				
47	e 2.24				
48	e 1.99				
49	e 1.48				
50	e 1.33				
51				i 2.77	c 2.47
52	e 1.25				
53	d .90				
54					
55					

d 24 days.
e 33 days.
f 40 days.

g 40 days; for goods consigned for Tongue River Agency.
h 30 days; for goods consigned for Crow Agency.
i 20 days.

Abstract of proposals received in Chicago, Ill., under advertisement of

[NOTE.—All bids rejected; goods to be shipped

Number.	From		St. Paul, Minn.			
	To—		John G. Willock.	N. W. Wells.	De Forest Richards.	Luther C. Slavens.
1	Omaha	Nebr.	.44			
2	Pender	Nebr.		.65	a 1.25	
3	Rushville	Nebr.		1.20	a 1.63	b 1.19
4	Santee Agency	Nebr.				
5	Stuart	Nebr.		.90		b 1.25
6	Valentine	Nebr.		1.07	a 1.40	b .97
7	Verdigris	Nebr.		.86	a 1.75	b .93
8	Carson	Nev.			d 3.85	d 3.65
9	Elko	Nev.			d 4.35	d 3.65
10	Schurz	Nev.			d 3.65	
11	Wadsworth	Nev.				
12	Alamogordo	N. Mex.				i 2.28
13	Albuquerque School	N. Mex.				
14	Dulce Side Track	N. Mex.				
15	Gallup	N. Mex.				
16	Las Cruces	N. Mex.				
17	Mescalero Agency	N. Mex.				
18	Navajo Agency	N. Mex.				
19	Santa Fe	N. Mex.				
20	Indian School Siding, Carlisle.	Pa.				
21	Gettysburg Junction, Carlisle	Pa.				
22	Milford	Utah				
23	Ourray Agency	Utah				
24	Price	Utah		1.95		
25	Uintah Agency	Utah				
26	Ashland	Wis.				
27	Lac du Flambeau	Wis.				
28	Oneida	Wis.				
29	Shawano	Wis.				
30	Tomah	Wis.				i .28
31	Wittenberg	Wis.				.79
32	*Arapahoe Issue Station	Wyo.			j 3.85	
33	Casper	Wyo.			a 1.85	
34	Shoshone Agency	Wyo.			j 3.85	
35	Chemawa	Oreg.				
36	Grande Ronde Agency	Oreg.			b 1.47	
37	Klamath Agency	Oreg.			k 4.66	
38	Pendleton	Oreg.			k 5.76	
39	Sheridan	Oreg.				
40	The Dalles	Oreg.			1.90	
41	Toledo (Yaquina Bay)	Oreg.			a 1.19	
42	Warm Springs Agency	Oreg.			b .91	
43	Creston	Wash.			1.88	
44	Gate City	Wash.			b 1.16	
45	Oyhut (Grays Harbor)	Wash.			4.88	
46	Neah Bay Agency	Wash.			2.66	
47	Reservation	Wash.			b 2.23	
48	Rockford	Wash.			b 1.13	
49	Tekoa	Wash.			1.88	
50	Toppenish Station	Wash.			b 1.74	
51	Tulalip	Wash.			1.23	
52	Union City	Wash.			b .98	
53	Wilbur	Wash.			1.48	
54	Whittier	N. C.			2.20	
55	Walker	Minn.			b 1.12	

a 15 days. b 30 days. c 20 days. d 40 days. e 4 days.

March 30, 1899, for furnishing transportation for the Indian Service—Continued.

in open market and not under contract.]

Number.	St. Paul, Minn.			San Francisco, Cal.				Casper, Wyo.	
	Randall P. Barron.	Wesley E. Travis.	Isaac P. Baker.	Samuel I. Allard.	Wesley E. Travis.	Randall P. Barron.	Luther C. Slavens.	Walter J. Wiley.	De Forest Richards.
1									
2									
3									
4									
5									
6									
7									
8				2.05	e 1.71	b 1.57	d 1.73	e 1.64	
9				2.20	e 1.80	b 1.57	d 1.73	f 1.47	
10				2.88	e 2.21	b 2.08	d 2.33	g 2.06	
11				2.10	e 1.66	b 1.59	d 1.67	e 1.48	
12									
13	b 1.90			2.90		b 1.77		b 1.95	
14	b 2.50			4.30		b 2.99			
15				2.96		b 1.97	i 2.72	f 2.09	
16				2.92		b 2.07			
17				4.80					
18				4.98			d 3.33		
19				2.92				c 1.90	
20									
21									
22					c 2.44	b 1.95		b 1.93	
23									
24						b 2.02	i 2.37	c 1.94	
25									
26									
27									
28									
29									
30									
31									
32									b 2.00
33									
34									b 2.00
35				1.90		b 1.27		.88	
36				4.92					
37						b 3.00			
38				1.98		b 1.64		1.28	
39				1.61	a 1.19	b .99	d 1.12	l .88	
40				1.99	b .91	b .85	d .88	a .79	
41				1.88	b 1.16	b .84	d .88	l 1.30	
42				4.88					
43				2.66		b 2.23		a 1.98	
44				1.28		b 1.13	d .93		
45				1.88		b 1.74			
46				1.23		b .98		b 1.00	
47				1.48		b 1.12	1.03	f .88	
48				2.20		b 1.74	d 1.73	a 1.98	
49				2.28		b 1.74		a 1.53	
50				2.32		b 1.61	d 1.58	f 1.44	
51				1.38		b .90		b .94	
52				3.80		b 1.05			
53				2.68		b 2.19		a 2.18	
54									
55			.83						

f 9 days. g 8 days. i 35 days. j 60 days. k 50 days. l 10 days.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BOOTS AND SHOES, ETC.—Continued.

Table with columns for Number, CLASS No. 5, Boots and Shoes, etc.—continued, Quantity awarded, and various suppliers (Arthur G. Jones, George E. P. Dodge, etc.) and points of delivery (Chicago, New York or Chicago, etc.). Rows include Men's, Children's, Misses', Women's, and Boys' shoes.

* Leather shoes and shoe findings, New York; rubber boots and shoes, New York or Chicago. a Cream-dressed sole lining .03 extra; bark-tanned sole lining .01 1/2 extra. b 16,650 pairs. c 2,630 pairs; awarded on sample "men's every day," in lieu of "Sunday wear," to C. M. Henderson & Co., at \$1.26. d Can be made on same last as men's. e Sizes 9 to 12.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.—Continued.

Table with columns for various suppliers (Wm. G. Cady, Henry Leh & Co., Chas. L. Swartz, etc.) and points of delivery (Chicago, New York or Chicago, etc.). Rows include various shoe categories with prices and quantities.

f Awarded on sample "children's every day," in lieu of "Sunday wear," 1,470 pairs to Robert M. Fair. g Awarded on sample "misses' every day," in lieu of "Sunday wear," 1,950 pairs to Robert M. Fair. h Prices not guaranteed for delivery later than September 1, 1899.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BOOTS AND SHOES, ETC.—Continued.

Number.	CLASS No. 5. BOOTS AND SHOES, ETC.—continued.	Quantity awarded.	Points of delivery.					
			Chicago.		New York or Chicago.		Chicago.	New York.
1	Shoes, women's, Nos. 3 to 8, good quality, for Sunday wear pairs..	3,550	1.25	1.38	1.00	1.12	1.14	1.15
2			1.17 ^a ₃		1.00	1.06 ^a ₃		1.12 ^a ₃
3			.92 ^a ₃			1.06 ^a ₃		1.22 ^a ₃
4								1.15 ^a ₃
5								
6	Shoe packs:							
7	Boys', assorted sizes do..	175	.82 ^a ₃					
8			.70					
9								
10								
11								
12								
13								
14								
15								
16	Men's, assorted sizes do..	3,300	.95					
17			.95					
18			.77 ^a ₃					
19								
20								
21								
22								
23								
24								
25								
26	Women's, assorted sizes do..	500	.97 ^a ₃					
27			.75					
28								
29								
30								
31								
32								
33								
34								
35								

a 600 pairs. b 360 pairs. c Cream-dressed sheepskin sole lining, 2½ cents per pair extra.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.—Continued.

Number.	Points of delivery.											Number.			
	Chicago.		St. Louis and Chicago.		Chicago.					New York.	Chicago.				
1	.95	1.45	a1.17 ^a ₃	.99	1.00	1.12 ^a ₃	1.10	1.17 ^a ₃	1.12	e1.18				1	
2		1.20	b1.15 ^b ₃	.99	1.00	1.10	1.20	1.17 ^a ₃	1.17 ^a ₃	e1.22				2	
3		1.25		.99	.90	1.08 ^a ₃	1.15			e1.24				3	
4				.99	.80	1.08 ^a ₃	1.50			e1.26				4	
5							1.60			e1.29				5	
6										.75	1.00	.65	d1.03	.87 ^a ₃	6
7										.65	1.15	.70	d.98	.74	7
8										.73		.70		.81	8
9										.75		.75		.76	9
10										.88		.72 ^a ₃			10
11												g.77 ^a ₃			11
12												.77 ^a ₃			12
13												.82 ^a ₃			13
14												.75			14
15												.80			15
16										.89	1.25	.85	e1.43	.97 ^a ₃	16
17										.83	1.50	.90	e1.38	.84	17
18										.87	1.75	.90	e1.20	.99	18
19										.85		h.95	e1.15	.86	19
20										.93		.92 ^a ₃			20
21										.81		.97 ^a ₃			21
22												.95			22
23												1.00			23
24												1.00			24
25												1.05			25
26										.75	1.00	.67 ^a ₃	f1.09	.87 ^a ₃	26
27										.67	1.15	.72 ^a ₃	f1.03	.75	27
28										.73		.70		.82	28
29										.75		i.75		.72	29
30										.83		.75			30
31												.80			31
32												.80			32
33												.85			33
34												.77 ^a ₃			34
35												.82 ^a ₃			35

d Sizes, boys', 3 to 6. e Sizes, men's, 7 to 12. f Sizes, women's, 3 to 8. g No. 17. h No. 7. i No. 25.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

GROCERIES.

Number.	CLASS NO. 8. GROCERIES.	Quantity awarded.	Points of delivery.							
			Chicago.						St. Paul or Chicago.	
			James Thomson.	Graeme Stewart.	Henry B. Steele.	Adam J. Kasper.	Marvin A. Dean.	Jno. A. Tolman Co.		C. R. Graf Co.
1	Allspice, ground, in 1/2 and 1 pound tins.....lbs.	400	.15	a. 23	.15	k. 10 1/2	k. 16 1/2	h. 15	k. 18 1/2	
2			.13	b. 20	.13	k. 09 1/2	l. 16	i. 14	k. 13 1/2	
3			.11		.10	l. 10 1/2	l. 09		l. 12	
4	Baking powder, standard quality, in 1/2 and 1/3 pound tins, packed in strong boxes of not more than 100 pounds each.....lbs.	76,500	.15	c. 87	.25	.1897	h. 14	e. 13	g. 28	
5			.12 1/2	d. 1.70	.27	.1347	h. 14 1/2	f. 11	g. 14	
6			.10		.19	.1147	h. 15		h. 27	
7					.20	.0847	h. 15 1/2		h. 12	
8					.10	.0747	g. 14 1/2		h. 12	
9					.12		g. 15 1/2			
10							g. 15 1/2			
11							g. 16			
12							2.75	.40		
13	Bath brick.....doz.	90								
14	Beeswax.....lbs.	165								
15	Bluing, boxes.....doz.	560								
16										
17										
18										
19										
20	Candles, adamantine, 6's.....lbs.	600					n. 07			
21	Cassia, ground, in 1/2 and 1 pound tins.....lbs.	375	.20	a. 52	.47		k. 19	l. 20	k. 26	
22			.17	b. 49	.30		l. 18	l. 19	k. 14	
23			.13		.20			l. 24	l. 13	
24					.19					
25					.17					
26	Cloves, ground, in 1/2 and 1 pound tins.....lbs.	240	.14		.19	k. 08 1/2	k. 14	k. 13	k. 18 1/2	
27			.12		.17	k. 08 1/2	l. 13 1/2	l. 12	k. 13	
28			.10		.13	l. 08 1/2		l. 16	l. 12	
29					.11	l. 07 1/2		l. 12		
30	Cocoa, in 1/2 and 1-pound tins...do.	4,265		a. 22	.34	k. 36 1/2	k. 22	k. 41		
31				b. 19	.29		l. 41	l. 40		
32										
33										
34										
35	Cornstarch, in 1-pound packages, pounds.....	6,225		m. 0211	.0286	.02 1/2	.02375	.0559	.02 1/2	
36					.0273		.03125	.03 1/2		
37										
38	Cream tartar, in 1/2 and 1 pound tins.....lbs.	375	.27	a. 37	.29	.3147	k. 27 1/2		k. 34	
39			.20	b. 36	.25	.2447	l. 26 1/2		l. 32	
40			.14		.20	.1897				
41	Ginger, ground, in 1/2 and 1 pound tins.....lbs.	635	.15	a. 37	.22	k. 10 1/2	k. 12 1/2	k. 12	k. 14	
42			.12	b. 25	.16	l. 08 1/2	k. 11	l. 11	k. 11	
43			.10		.13	l. 09 1/2	l. 12		l. 12	
44					.11	l. 08 1/2	l. 10 1/2		l. 10	

a 1/2-pound tins only quantities originally called for.
 b 1-pound cans only quantities originally called for.
 c 1/2-pound, per dozen.
 d 1-pound cans, per dozen.

e 1/2 pound, 25,000 only.
 f 1/3 pound, 25,000 only.
 g 1/4 pound.
 h 1/2 pound.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES.

Number.	Points of delivery.														
	Chicago.	St. Louis or Chicago.	Chicago.	St. Louis.	Chicago.	New York.	Chicago.	St. Louis, f. o. b.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.		
														Maurice C. Shope.	Walter T. Chandler.
1	.18	.17	.18	.17										1	
2														2	
3														3	
4														4	
5														5	
6	.25	.20			g. 12 1/2	g. 15 1/2	.26							6	
7	.21	.14			g. 14	g. 14 1/2	.12							7	
8					g. 14 1/2	g. 15 1/2	.10							8	
9					h. 12	g. 14 1/2								9	
10					h. 13 1/2	g. 14 1/2								10	
11					h. 14									11	
12														12	
13														13	
14			.31				.33	.37						14	
15	.19						.01 1/2							15	
16							.01							16	
17							.10							17	
18							.01							18	
19							.01				.07			19	
20														20	
21														21	
22	.24	.17	.25	.20										22	
23	.18													23	
24														24	
25														25	
26														26	
27	.17	.21	.18	.15										27	
28	.15													28	
29														29	
30		.37	.36	.28			.29	i. 37		.37				30	
31				.38				j. 38		.30				31	
32								j. 34		.26				32	
33								j. 30						33	
34								j. 27 1/2						34	
35		.0250	.02 1/2	.03 1/2				.02 1/2				.02 1/2	.02 1/2	35	
36													.02 1/2	36	
37														37	
38	.34	.40	.32	.28 1/2										38	
39	.15													39	
40														40	
41	.14	.15	.18	.12										41	
42	.12													42	
43														43	
44														44	

i In 1-pound cans.
 j In 1/2-pound cans, packed in 6 and 12 pound boxes.
 k 1/2 pound.

l 1 pound.
 m Only, pounds.
 n 20 or 40 pound, net, boxes.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE—Figures in large type denote rates

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.						
			Meyer Bros. Drug Co.	Edward S. Pierce.	John P. Evers.	James Thomson.	Abram L. Hirsh,	Frank Gould.	Henry B. Steele.
			St. Louis or Chicago.	St. Louis.	Chicago.	New York.	Chicago.		
1	Hops, fresh, pressed..... lbs..	900	.18		.16 ^a				
2	Lye, concentrated..... doz..	870	.55	.02 ^b	.37 ^b	.42 ^b	42 ^b	b. 65	
3				.16			.39	b. 25	
4	Matches, full count, 100 in a box,	700			.68			.85	
5	gross.....				.80			.80	a. 80
6					.95				
7					1.10				
8					1.25				
9				1.40					
10	Mustard, ground, in $\frac{1}{2}$ and 1 pound	400	.18						
11	tins..... lbs..				.16		.26		
12					.13		.24		
13					.10		.21		
14							.15		
15					.11				
16	Pepper, black, ground, in $\frac{1}{2}$ and 1	1,735	.18		.15		.19		
17	pound tins..... lbs..				.12		.17		
18					.10		.12		
19							.10		
20									
21	Sirup:	3,130							
22	In barrels of not exceeding 43								
23	gallons..... galls..						.13 ^g		
24									
25									
26									
27									
28									
29	In 5-gallon 10 tin cans, cased,	28,830					.189		
30	gallons.....								
31									
32									
33									
34									

a Boxes of 3 or 5 gross.
b Per dozen.

c $\frac{1}{2}$ pound cans, only quantity originally called for.
d 1 pound cans, only quantity originally called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.														
			Adam J. Kasper.	Reid, Murdock & Co.	Marvin A. Dean.	John A. Tolman Co.	Irvin S. White.	Walter T. Chandler.	John McNeil.	Graeme Stewart.	C. R. Graff Co.	Maurice C. Shope.	Daniel B. Scully Syrup Co.	Cornelius B. Hayes.	William E. Manierre.		
			Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.		
1			.08					.08	.13^g	.18							
2				.62 ^h					.31								
3			.43	.35			.60		.40								
4					.53												
5					.75												
6				.80		.80	.80		.80								
7				.75													
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
27																	
28																	
29																	
30																	
31																	
32																	
33																	
34																	

e $\frac{1}{2}$ pounds.
f 1 pounds.

g Only quantity originally called for.
h Only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Samuel C. Pirie.	William Newton.	Edward A. Cudahy.	Jos. A. Kirk.	Frank Rogers.
			Chicago.	Omaha or Sioux City.	(*)	F.o.b. Chicago.	F.o.b. Chicago.
35	Soap: Laundry, samples of not less than 5 pounds of each quality submitted must be furnished. To be delivered in boxes of about 80 pounds, net.....lbs..	386,700	.0311	.0285	3.425	a. .037	.0299
36					3.31½	a. .0345	.0285
37					3.18½	a. .034	.0264
38					2.09½		
39	Toilet, "Ivory" or equal...lbs..	27,600	.0609	.0475	.05½	.06½	.0540
40							
41							

* Chicago, St. Louis, St. Paul, Sioux City, Omaha, Kansas City, or if at New York, add ½ cent per pound.
a Only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

Chas. L. Bartlett.	Jos. Bichele Soap Co.	Henry B. Steele.	Wilkinson, Gaddis & Co.	Adam J. Kasper.	Everette Wilson.	Marvin A. Dean.	Willis J. Powell.	Walter T. Chandler.	William B. Parker.	Marvin M. Eavenson.	Irvin S. White.	Chicago.	Number.
Chicago.							St. Louis.	Chicago.	New York.		Chicago.		
.033075	.04½	.0294	.0292	a 2.94	.0298	.03	.03½	.0297					35
.0322583½	.03½	.0272	.0270	a 2.73									36
	.03½		.0238	a 2.87									37
.102704	.06	c. 0574	.06	a .0392	.0579	.102704	-----	.6565	b .04½	.0485	.066		38
	.05½			a .0554		.0575							39
				a .0557									40
													41

b Ontario white brand, packed 100 cakes in box, about 62 pounds net.
c 8 or 16 ounce bars.

IND, PT 2—29

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—Continued.	Quantity awarded.	Points of delivery.					
			Meyer Bros. Drug Co.	Henry B. Steele.	Marvin A. Dean.	C. R. Graff Co.	Graeme Stewart.	Geo. A. Roth.
			St. Louis or Chicago.	Chicago.	St. Paul or Chicago.	Chicago.	F. o. b. St. Louis.	
1	Soda, standard quality: In pound tin cans; packed in strong boxes of not more than 160 pounds each.....lbs..	1,665	.04	.05	.03 $\frac{3}{4}$	.05		
2	In half-pound tin cans; packed same as 1-pound cans.....lbs..	100	.05	.06	.04 $\frac{3}{4}$	.07		
4	Soda, washing.....do...	21,925	a. 45	b. 65	.006			
7	Starch, laundry, in boxes not exceeding 40 pounds each.....lbs..	10,100	.0235	.025	e. 02 $\frac{3}{4}$	.02 $\frac{3}{4}$		
9	Tomatoes, 3-pound cans.....doz..	2,200	.76	.85	.775	.80		
10			.90	.99		.80		
13	Vinegar: In barrels.....galls..	1,525	.05 $\frac{1}{2}$	.05 $\frac{1}{2}$	*.09 $\frac{1}{2}$	*.08 $\frac{1}{2}$		
14			.05 $\frac{1}{2}$	.05 $\frac{1}{2}$	*.06 $\frac{1}{2}$	*.06 $\frac{1}{2}$		
15			.05 $\frac{1}{2}$	.05 $\frac{1}{2}$	*.06 $\frac{1}{2}$	*.06 $\frac{1}{2}$		
16			.05 $\frac{1}{2}$	.05 $\frac{1}{2}$	*.06 $\frac{1}{2}$	*.06 $\frac{1}{2}$		
17					*.06 $\frac{1}{2}$	*.06 $\frac{1}{2}$		
18					*.06 $\frac{1}{2}$	*.06 $\frac{1}{2}$		
19	In kegs.....do...	1,300	.11 $\frac{1}{2}$	.11 $\frac{1}{2}$	*.14	*.13		
20			.11 $\frac{1}{2}$	.11 $\frac{1}{2}$	*.13	.11		
21			.11 $\frac{1}{2}$	.11 $\frac{1}{2}$	*.11 $\frac{3}{4}$	.08 $\frac{1}{2}$		
22			.11 $\frac{1}{2}$	.11 $\frac{1}{2}$	*.11 $\frac{3}{4}$	.08 $\frac{1}{2}$		
23			.11 $\frac{1}{2}$	.11 $\frac{1}{2}$	*.11 $\frac{3}{4}$	.08 $\frac{1}{2}$		
24			.11 $\frac{1}{2}$	.11 $\frac{1}{2}$	*.11 $\frac{3}{4}$	.08 $\frac{1}{2}$		
	Additional for training schools.							
25	Nutmegs.....lbs..	5				.34		
26	Soap "Oleine," or equal.....do...	8,000						

NOTE.—For wooden ware, etc., see Class 10.

* These prices are based on paraffin-lined packages; not paraffin lined, $\frac{1}{4}$ cent less per gallon.

a 45 cents per hundredweight in barrels 300 pounds each.

b 65 cents per hundredweight in boxes 100 pounds each.

c 10 gallons.

d 28 gallons.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

Number.	Points of delivery.	Points of delivery.															
		Reid, Murdock & Co.	Geo. W. Dexter.	John A. Tolman Co.	Spielmann Bros. Co.	Monarch Vinegar Works.	George Mittenberger.	Adam J. Kasper.	Irvin S. White.	Walter T. Chandler.	John McNeil.	Samuel C. Pirie.	Jas. Thomson.	Joseph A. Kirk.	Chas. L. Bartlett.	Marvin M. Eavenson.	Jos. Bichele Soap Co.
		Chicago.	F. o. b. Chicago.	F. o. b. Kansas City.	St. Louis.	Chicago.	F. o. b. Chicago.	Chicago.	New York.	New York or Chicago.							
1																	
2																	
3																	
4																	
5																	
6																	
7		f. 02 $\frac{3}{4}$	f. 02 $\frac{3}{4}$	.06 $\frac{1}{2}$			.02 $\frac{1}{2}$	.02375	.02 $\frac{1}{2}$								
8		f. 82 $\frac{1}{2}$	g. 75	.04 $\frac{3}{4}$			f. 78	.81 $\frac{1}{2}$	.84								
9			g. 75					.81									
10																	
11																	
12																	
13		f. 06	f. 09	.10	.08 $\frac{1}{2}$	.06	f. 07	.05 $\frac{1}{2}$									
14		f. 06 $\frac{1}{2}$	f. 06 $\frac{1}{2}$	.09	.06 $\frac{1}{2}$	.14											
15		f. 07 $\frac{1}{2}$	f. 06 $\frac{1}{2}$	.13	.07 $\frac{1}{2}$	.06 $\frac{1}{2}$											
16				.12		.06 $\frac{1}{2}$											
17																	
18																	
19		f. 11	f. 14	.17	.12 $\frac{1}{2}$	.11	i. 15	10 $\frac{1}{2}$									
20		f. 11 $\frac{1}{2}$	f. 11 $\frac{1}{2}$	.16		.18	j. 13										
21		f. 12 $\frac{1}{2}$	f. 10 $\frac{1}{2}$			.12 $\frac{1}{2}$											
22						.10 $\frac{1}{2}$											
23																	
24																	
25				.33			.47	.069	.50	.0319	.30	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$
26																	

e Only quantity originally called for.

f "Only."

g Only 1,200 dozen of each.

h Half barrels, 28 gallons.

i 5 gallons "only."

j 10 gallons "only."

k 8,000 pounds only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS.

Number.	CLASS No. 9. CROCKERY AND LAMPS.	Quantity awarded.	Points of delivery.	
			George R. Bar clay.	Frank Gould.
			St. Louis.	Chicago.
1	Bowls, pint:			
2	Heavy ironstone.....doz..	37		
3	White enamel ware.....do..	235	1.12	
4	Bowls, quart:			
5	Heavy ironstone.....do..	5	1.80	
6	White enamel ware.....do..	145		
7	Burners, lamp, heavy:			
8	No. 1.....do..	16	.36	.38
9	No. 2.....do..	150	.55	.54
10	Chambers, with covers, ironstone or white enamel ware,			
11	.....doz..	20	7.20	
12			5.85	
13	Crocks:			
14	1-gallon, with covers.....do..	11		1.48
15	2-gallon, with covers.....do..	16		2.42
16	3-gallon, with covers.....do..	25		3.08
17	Cruets, vinegar.....do..	55		
18	Cups, coffee:			
19	Heavy ironstone.....do..	90		
20	White enamel ware.....do..	510	.96	
21	Cups, tea:			
22	Heavy ironstone.....do..	45		
23	White enamel ware.....do..	110	.81	
24	Dishes, meat:			
25	14-inch, heavy ironstone.....do..	1⁶/₁₂		
26	14-inch, white enamel ware.....do..	51²/₁₂	3.60	
27	16-inch, heavy ironstone.....do..	2		
28	16-inch, white enamel ware.....do..	26		
29	Dishes, vegetable:			
30	Heavy ironstone, without covers.....do..	15		
31	White enamel ware, with covers.....do..	140		

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS.

Number.	Isaac Gimbel.	Moses B. Paige.	Points of delivery.					Number.
			Points of delivery.					
			*	Chicago or New York.	New York.	New York.	Chicago.	
1	.71	.67					.79	1
2	1.29							2
3	1.44					1.26		3
4		.95				1.40		4
5	.89						.95	5
6	1.68					1.68		6
7	1.56					1.53		7
8	2.10					2.09		8
9		.40	.35		.38	.37 ¹ / ₂	.42	9
10		.50			.36			10
11		.60	.50		.65		.59	11
12		.70			.57	.53		12
13					.85	.65		13
14					.54			14
15	7.29	4.80				7.26	5.70	15
16	8.94					8.94		16
17	9.30					9.21		17
18	4.87							18
19								19
20								20
21	1.55	.79						21
22	1.25						.66	22
23	1.87							23
24	.62	48					.48	24
25	.46							25
26	.46							26
27	.46							27
28	1.29					1.12		28
29	1.41					1.26		29
30	1.41					1.40		30
31						1.12		31
32						1.26		32
33						1.40		33
34	.49	.44					.40	34
35	.38							35
36	.38							36
37	.41							37
38	1.29					1.12		38
39	1.14					1.26		39
40	1.14					1.40		40
41						1.12		41
42						1.26		42
43						1.40		43
44	3.39	2.16						44
45	4.50					3.35		45
46		2.70				4.47		46
47	5.64							47
48	6.72					5.59		48
49						6.70		49
50	1.67	1.08					1.43	50
51	1.57							51
52	9.00					8.94		52
53	12.36					11.17		53
54	14.64					12.29		54
55	8.16					14.53		55
56	9.00					8.10		56
57	9.84					8.94		57
58						9.78		58

* White enamel ware at Chicago; ironstone at New York.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS—Continued.

Number.	CLASS No. 9. CROCKERY AND LAMPS—continued.	Quantity awarded.	Points of delivery.		
			Edward S. Pierce.	George R. Barclay.	Frank Gould.
1	Globes:				
2	Lantern, tubular, safety.....doz..	60		.35	.36
3	For tubular street lamps.....do..	25		2.35	
4	Lamp shades:				
5	Metal, for Mammoth Rochester lamp.....do..	3 ⁷ / ₁₂		6.00	
6				1.65	
7	Paper, with wire rims.....do..	14		.22	
8	Porcelain, for students' lamps.....do..	30		1.30	
9	Lamps:				
10	Heavy, glass or metal fount, heavy metal bracket, with burner, chimney, and reflector, complete. doz..	28		11.00 3.50	
11	Heavy, glass or metal fount, table, not over 12 inches high, metal base, with burner and chim- ney, complete.....doz..	46		8.00 4.00	
12	Students', one-burner, with burner, shade, and chimney, complete.....No..	85		5.75	
13				5.75	
14				3.50	
15	Safety hand, metal, with burner and chimney, com- plete.....doz..	10 ² / ₃		1.28	
16				1.04	
17	Rochester (Mammoth), hanging, with burner and chimney, complete.....No..	166		1.97	
18				2.00	
19	Street, tubular, globe, with burners, complete..do..	70		3.18	
20	Lamp chimneys:				
21	Sun-burner, No. 1, extra heavy.....doz..	41	.06 ¹ / ₂	.40	.35
22				.32	.30
23	Sun-burner, No. 2, extra heavy.....do..	820	.07 ¹ / ₂	.53	.45
24				.43	.42
25	For students' lamps.....do..	140		.60	
26				.50	
27	For Rochester lamps (Mammoth).....do..	200	.08 ¹ / ₂	1.20	1.05
28				.09	1.00
29	Lamp wicks:				
30	No. 0, boiled.....do..	35	.01	f. 18	.01 ¹ / ₂
31	No. 1, boiled.....do..	65	.01 ¹ / ₂	f. 22	.01 ¹ / ₂
32	No. 2, boiled.....do..	145	.02	f. 30	.02 ¹ / ₂
33	For students' lamps, boiled.....do..	75	.02 ¹ / ₂	f2.00	
34	For tubular street lamps, boiled.....do..	100		f1.46	
35	For Rochester lamps (Mammoth).....do..	81	.03 ¹ / ₂	f5.15	.50
36	Lanterns, tubular, safety.....do..	35	.30	f3.69	3.75
37			.27 ¹ / ₂		3.50
38	Pepper sprinklers, glass.....do..	150			
39	Pitchers:				
40	Pint, heavy ironstone.....do..	4			
41	Pint, white enamel ware.....do..	105			
42	Quart, heavy ironstone.....do..	2 ¹ / ₁₂			
43	Quart, white enamel ware.....do..	70			

* White enamel ware at Chicago, ironstone at New York. a Per dozen. b 60 dozen only. c In boxes.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

Number.	Points of delivery.							Number.
	Moses B. Paige.	Manhattan Brass Co.	Chas. G. Dennison.	William R. Noe.	Harry B. Lyford.	Edward H. Pitkin.	Isaac Gimbel.	
1								1
2	.42		b. 37	.37 ¹ / ₂	e. 42	.48		2
3	2.50			2.60	d. 40	2.88		3
4				3.00	1.20	1.50		4
5					1.25			5
6					1.90			6
7	.43			.45	.45	.43		7
8	1.00			1.20	.95	1.00		8
9								9
10	4.75	12.50		5.25	5.00	4.00		10
11				5.50	9.25			11
12	5.80	15.50		8.50	7.48	4.88		12
13				8.00				13
14		1.90		1.93	2.31	e2.35		14
15								15
16		2.90		2.75				16
17								17
18		a21.25		1.94	1.85	e2.25		18
19				2.89	3.00			19
20								20
21	.35			.40	.25	.37		21
22	.45				.34			22
23					.44			23
24	.45	.50		.50	.35	.45		24
25	.65				.45			25
26					.55			26
27	.60			.25	.26	.30		27
28					.58			28
29	1.75			1.05	1.10	1.25		29
30					1.25			30
31				.01	f. 14	.01 ¹ / ₂		31
32				.01 ¹ / ₂	f. 20	.01 ¹ / ₂		32
33				.02	f. 28	.02 ¹ / ₂		33
34				.09	f. 31	.03 ¹ / ₂		34
35					.09	.09		35
36				.04	f. 45	.04		36
37				.47	f5.40	.47		37
38		g3.75		3.49	f3.45			38
39				3.49	f7.50			39
40					f3.75			40
41	.28					.25	.31	41
42							.23 ¹ / ₂	42
43	.86					1.19	.87	43
44							.77	44
45					4.47		4.44	45
46							5.16	46
47	1.20					1.43	1.09	47
48							1.05	48
49							6.12	49
50							6.00	50
51							5.10	51

d In barrels.

e Only.

f Per gross.

g 35 dozen only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

Number.	CLASS No. 9. CROCKERY AND LAMPS—continued.	Quantity awarded.	George R. Barclay.	Isaac Gimbel.	Moses B. Paige.	Harry B. Lyford.	Edward H. Pitkin.	Number.	
			Points of delivery.						
			St. Louis.	(*)	Chi- cago or New York.	Chi- cago.	New York.		
Pitchers:									
1	Sirup, glass, pint, metal top.....doz..	100		1.55				.75	1
2				1.25					2
3				1.25					3
4	Water, 2-quart, heavy ironstone.....do...	10		1.31	2.16			2.85	4
5				1.22					5
6	Water, 2-quart, white enamel ware..do...	60	5.00	6.24		6.70			6
7				7.32		6.15			7
8	Water, 3-quart, heavy ironstone.....do...	10		2.22	b 3.24			4.28	8
9				2.09					9
10	Water, 3-quart, white enamel ware..do...	80	5.85			7.27			10
11	Washbowl, heavy ironstone.....do...	6		4.51	3.50			4.50	11
12				3.32					12
13	Washbowl, white enamel ware.....do...	57	8.78	a 11.76		7.82			13
14			13.50	a 13.80		8.94			14
15				a 23.64		15.42			15
16				a 12.24		8.38			16
17				a 15.00		10.06			17
Plates:									
18	Breakfast, heavy iron stone, 8 $\frac{3}{4}$ to 9 inches, dozen.....doz.....	12		.62	.59			.77	18
19				.57					19
20	Breakfast, white enamel ware.....do...	305	1.12			1.39			20
21						1.68			21
22	Dinner, heavy ironstone, 9 $\frac{1}{2}$ to 10 inches.....doz.....	83		.71	.68			.89	22
23				.65					23
24	Dinner, white enamel ware.....do...	382	1.46	1.38		1.81			24
25				1.68		2.09			25
26				1.80		1.81			26
27				2.10					27
28				1.80					28
29	Sauce, heavy ironstone, 4 $\frac{3}{4}$ to 5 inches.do...	40		.30	.27			.36	29
30				.26					30
31	Sauce, white enamel ware.....do...	480		1.14		1.12			31
32						1.12			32
33	Soup, heavy ironstone, 9 $\frac{1}{2}$ to 9 $\frac{3}{4}$ inches.do...	12		.76	.59			.77	33
34				.66					34
35				.65					35
36				.57					36
37	Soup, white enamel ware.....do...	166	1.68	2.10		2.09			37
38				2.34		2.38			38
39				2.70		2.65			39
40				2.25		2.24			40

* White enamel ware at Chicago. Ironstone at New York.
a With washbowl.
b Awarded on sample of 2-quart pitcher next above, at \$2.16.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

Number.	CLASS No. 9. CROCKERY AND LAMPS—continued.	Quantity awarded.	George R. Barclay.	Isaac Gimbel.	Moses B. Paige.	Harry B. Lyford.	William R. Noe.	Edward H. Pitkin.	Number.
			Points of delivery.						
			St. Louis.	(*)	Chi- cago or New York.	Chi- cago.	New York.	Chi- cago.	
1	Reflectors for bracket lamps, 7-inch doz.	6	.89	.....	1.40	1.30	1.08	1.05	1
2	Salt sprinklers, glass.....do.	138	.....	.31	.28	.....	.....	.25	2
3				.23¹	.....	.....	.....	.....	3
4	Saucers:								
5	Coffee, heavy ironstone.....do.	75	.....	.45	.36	.....	.....	.48	4
6	Coffee, white enamel ware.....do.	475	.96	1.20	.....	1.12	.....	.....	5
7	Tea, heavy ironstone.....do.	28	.....	.38	.33	.....	.....	.40	6
8	Tea, white enamel ware.....do.	130	.81	.29	.....	.89	.....	.....	7
9				.87	.....	1.00	.....	.....	8
10				.99	.....	.....	.....	.....	9
11				1.14	.....	.....	.....	.....	10
12	Tumblers.....do.	550	.....	.15	.17	.....	.....	.18	11
13				.15	.....	.....	.....	.....	12
14				.15	.....	.....	.....	.....	13
15				.15	.....	.....	.....	.....	14
16				.....	.....	.....	.....	.....	15
17	Washbowls:								
18	Ironstone.....do.	7	.....	3.56	3.50	.....	.....	4.50	16
19	White enamel ware.....do.	54	2.02	3.32	.....	2.65	.....	.....	17
20			2.47	2.70	.....	3.21	.....	.....	18
21				3.24	.....	4.75	.....	.....	19
22				3.78	.....	3.34	.....	.....	20
23				4.38	.....	8.04	.....	.....	21
				.....	.....	.....	.....	.....	22
				.....	.....	.....	.....	.....	23

* White enamel ware at Chicago. Ironstone at New York.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS NO. 10. FURNITURE AND WOODEN WARE—continued.	Quantity awarded.	Edward S. Pierce.	Benjamin B. Felix.	Frank Gould.	Robt. M. Fair.	George R. Barclay.
			Points of delivery.				
			St. Louis.	Chicago.			St. Louis.
27	Brushes:						
28	Dust.....doz..	131	.06 ¹ / ₂	2.25	2.95	2.35	2.10
29			.15	2.75	2.45		2.28
30			.20				1.72
31	Scrub, 6-row, 10-inch.....do..	215	.30	1.00	1.40		2.28
32			.07 ¹ / ₂	1.25	1.05		.64
33			.08 ¹ / ₂				.93
34			.07				1.00
35	Shoe, dauber.....do...	150	.09				
36			.08 ¹ / ₂	1.65	.60	.34	.37
37			.05	2.25	.54	.60	.98
38			.08 ¹ / ₂		.48	.60	
39			.05 ¹ / ₂			.82	
40			.03 ¹ / ₂			1.10	
41			.03 ¹ / ₂				

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Harry B. Lyford.	Harry Channon.	James W. Soper.	Meyer Bros. Drug Co.	Gorham B. Coffin.	The Manhattan Supply Co.	Henry B. Steele.	Riddiford Bros.	Morse and Rogers.	Edward Barnes.	Chicago Brush Co.
	Points of delivery.										
	Chicago.		New York or Chicago.	St. Louis or Chicago.	Chicago.			New York.	Chicago.		
27	2.05	3.70	2.18	2.00	2.40						3.25
28	3.20	2.87	2.45	2.90	2.70						3.75
29		1.98	2.98	3.65	3.25						
30			3.51		4.20						
31	1.19	1.58	.94	.99	1.05	.99	.89				.85
32	1.35	1.18	.95	1.18	1.10		.93				1.00
33	2.00	.98	1.39	1.50	1.45		1.14				1.10
34							1.14				1.20
35											1.75
36	.92	.60	.86	.60	1.00		.59				.40
37	1.32	.40	.98	2.00	1.15		.87		.63	.54	.60
38			2.25	.39	1.25					.63	.60
39			3.00							1.15	.70
40										.72	.80
41										.77	1.00

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS No. 10. FURNITURE AND WOODEN WARE— continued.	Quantity awarded.						Points of delivery.							
		The A. H. Andrews Co.		Ernest W. A. Rowles.		United States School Furniture Co.		Thomas Kane & Co.		William F. Merle.		Frederick K. Maus.		Alex. H. Revell & Co.	
		Chicago.	St. Louis.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.
1	Desks, school, with seats, double: No. 1, for scholars 18 to 20 years old, number	24	2.20	2.60	2.85	2.45	2.25								
2	No. 2, for scholars 15 to 18 years old, number	22	2.20	2.60	2.85	2.45	2.25								
3	No. 3, for scholars 13 to 15 years old, number	36	2.10	2.50	2.75	2.25	2.15								
4	No. 4, for scholars 11 to 13 years old, number	20	2.10	2.50	2.75	2.25	2.15								
5	No. 5, for scholars 8 to 11 years old, number	5	2.00	2.40	2.65	2.00	2.00								
6	No. 6, for scholars 5 to 8 years old, number	5	2.00	2.40	2.65	2.00	2.00								
7	Desks, school, back seats for, double: No. 1	4	1.40	2.20	2.55	1.75	1.70								
8	No. 2	15	1.40	2.20	2.55	1.75	1.70								
9	No. 3	5	1.30	2.20	2.55	1.70	1.70								
10	No. 4	2	1.30	2.20	2.55	1.70	1.70								
11	No. 5	2	1.20	2.20	2.55	1.65	1.70								
12	Desks, school, with seats, single: No. 1, for scholars 18 to 21 years old, number	105	1.80	1.90	2.05	1.78	1.75								
13	No. 2, for scholars 15 to 18 years old, number	132	1.80	1.90	2.05	1.78	1.75								
14	No. 3, for scholars 13 to 15 years old, number	80	1.70	1.80	1.95	1.68	1.65								
15	No. 4, for scholars 11 to 13 years old, number	66	1.70	1.80	1.95	1.68	1.65								
16	No. 5, for scholars 8 to 11 years old, number	72	1.60	1.70	1.85	1.58	1.55								
17	No. 6, for scholars 5 to 8 years old, number	65	1.60	1.70	1.85	1.58	1.55								
18	Desks, school, back seats for, single: No. 1	16	1.25	1.60	1.75	1.35	1.30								
19	No. 2	37	1.25	1.60	1.75	1.35	1.30								
20	No. 3	14	1.15	1.60	1.75	1.30	1.30								
21	No. 4	21	1.15	1.60	1.75	1.30	1.30								
22	No. 5	13	1.05	1.60	1.75	1.25	1.30								
23	Desks, teachers', medium size and quality, burlaped and crated	33	6.50		8.25	9.00	9.50	7.85						6.00	
24			9.00					7.85							
25	Handles: Hammer, 16-inch	75							.32					.28	.03 $\frac{1}{2}$
26														.32	.29
27	Hatchet	43												.24	.03 $\frac{1}{2}$
28														.24	.32
29														.30	.27
30	Sledge, "extra," 36-inch	29							.94					.81	.06 $\frac{1}{2}$
31														.65	.08 $\frac{1}{2}$
32	Machines, sewing: "Family," with cover and accessories	120						b12.50						.95	1.00
33														.83	.82
34	Tailors', with attachments	21													
35															

a f. o. b. St. Louis or Chicago.

b "Only."

c Will put machine head of No. 2 on No. 1 table and stand at prices quoted for either of No. 1. Same with one drawer only on each side, \$13.90.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.	Quantity awarded.						Points of delivery.							
		St. Louis.		Chicago.		f. o. b. Chicago.		Chicago.		Chicago.		Chicago.			
		Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.	Chicago.			
1															
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35															

d5-drawer "Sterling" with cover, man'd by New Home Sewing Mach. Company.
e3-drawer New Home.
f5-drawer drop head, New Home.

Complete set of attachments with each machine.

g Singer on Standards, drop-leaf table cover antique oak.
h Singer on Standards, oak table end and back half.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS No. 10. FURNITURE AND WOODEN WARE— continued.	Quantity awarded.	Points of delivery.							
			Chicago.	St. Louis.	Chicago.					
36	Mattresses: Double, 6 by 4 feet, excelsior, cotton top, not less than 45 pounds each, packed in burlaps, crated, not over 4 in one crate.....No..	1,163								
37										
38										
39										
40										
41	Single, 6 by 3 feet, excelsior, cotton top, not less than 35 pounds each, packed in burlaps, crated, not over 4 in one crate.....No..	1,154								
42										
43										
44										
45										

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.						Number.
	St. Louis.	Chicago.				f. o. b. Chicago.	
		2.20				3.01	2.48
		2.27				2.81	
		2.31				2.60	3.48
		2.53				2.29	3.20
						2.16	
		1.98				2.45	2.06
		2.03				2.29	
		2.09				2.13	3.10
		2.31				1.91	3.00
						1.81	

The A. H. Andrews Co.
Ernest W. A. Rowles.
United States School Furniture Co.
Thomas Kane & Co.
William F. Merle.
Frederick K. Maus.
Alex. H. Revell & Co.

Geo. R. Barclay.
Edward S. Pierce.
Samuel C. Pirie.
Albert G. Mason.
Standard Sewing Machine Co.
Edward T. Howard.
Henry McCall.
The Manhattan Supply Co.
Frederick Schultz.
Harry B. Lyford.
Robert M. Fair.
Turner Day Woolworth Mfg. Co.
Harry Channon.
Josiah J. Parkhurst.
Geo. W. Trout.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS No. 10. FURNITURE AND WOODEN WARE— continued.	Quantity awarded.	Points of delivery.						
			Chi- cago.	St. Louis.	Chicago.				
1	Measures: 1-peck, wood, iron-bound, or all iron, cased .....doz.	11		d. 11					
2	3/4-bushel, wood, iron-bound, or all iron, cased .....doz.	4 1/2		d. 12 1/2					
3	Mirrors, not less than 15 by 18 inches .....doz.	54		d. 04	a 11.40				
4	Mopsticks .....do.	230		d. 04 1/2		.60		.60	
5						.60			
6						.50			
7	Pails, wood, painted, three iron hoops, heavy, stable pattern, doz.....	8		d. 15		3.84			
8				d. 31		3.45			
9	Pillows, 20 by 30 inches, 3 pounds each, curled hair or mixed fill- ing, packed in burlaps and crated, not over 20 in one crate.....No.	2,425							
10						.53			
11						.52			
12						.57			
13						.40			
14									
15	Rolling pins, 2 1/2 by 13 inches, exclusive of handle.....doz.	10				.42			
16	Rope, manila:								
17	3/4-inch.....lbs.	3,935	.10	.10 1/2		.10	109		
18	1/2-inch.....do.	9,285	.09 1/2	.10		.09 1/2	104		
19	3/4-inch.....do.	4,555	.09 1/2	.10		.09 1/2	104		
20	1-inch.....do.	2,405	.09 1/2	.10		.09 1/2	104		
21	1 1/2-inch.....do.	2,960	.09 1/2	.10		.09 1/2	104		
22	1 1/2-inch.....do.	650	.09 1/2	.10		.09 1/2	104		
23	Sash cord.....do.	1,170	.14 1/2	.17		.26 1/2	.16	.18	
24				.17		.19	.15	.21	
25				.15			.09 1/2		
26				.15					
27	Stools, wood .....doz.	126			4.44				
28	Washboards, double zinc, in bundles of one dozen, with 2 cleats 2 by 3/8 inch each side of bundle.....doz.	252		d. 15		1.60			
29				d. 16					
30				d. 17					
31				d. 16					
32	Washstands, wood, papered and crated, not over 4 in one crate.....No.	230			3.45				
33					3.45				
34	Washing machines.....No.	170		1.80		2.00			
35				1.75		1.84			
36									
37	Wash tubs, 3 hoops, in nests of the three largest sizes ..doz.	26		1.40		7.35			
38				e 1.05		5.15			
39	Wringers, clothes:								
40	No. 1, large.....No.	135		4.00		3.86			
41				2.00		1.75			
42				2.00					
43				3.00					
44	No. 2, "Family" .....do.	40		1.75		1.76			
45				1.40		1.50			
				2.30					

NOTE.—See also Class 17—Hardware.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.										Number.		
	Kans. City.	St. Louis.	Chicago.										
1								1.21	1.65		1		
2								1.48	2.10		2		
3										10.80	3		
4		.57						.55	.50	.54	4		
5		.59									5		
6											6		
7								3.84			7		
8											8		
9										.69 1/2	9		
10						.45		.90		.71 1/2	10		
11						.55		.75			11		
12						.65		1.05	.56		12		
13						.75		1.00	.50		13		
14						.90		.65	.43		14		
15										.43	15		
16						b 9.79		c 1049	e 1049	c. 1024	c. 10	16	
17						b 9.29		c. 0999	e. 0999	c. 0974	c. 09 1/2	17	
18						b 9.29		c. 0999	e. 0999	c. 0974	c. 09 1/2	18	
19						b 9.29		c. 0999	e. 0999	c. 0974	c. 09 1/2	19	
20						b 9.29		c. 0999	e. 0999	c. 0974	c. 09 1/2	20	
21						b 9.29		c. 0999	e. 0999	c. 0974	c. 09 1/2	21	
22								c. 0999	e. 0999	c. 0974	c. 09 1/2	22	
23								.15	.15		.16	23	
24												24	
25												25	
26	4.50										d. 32	26	
27								2.45	1.57	1.73		27	
28		1.55						1.02	1.59	2.00		28	
29		1.87						1.32	1.90			29	
30												30	
31	3.00										2.25	31	
32											2.75	32	
33											3.25	33	
34								3.75	4.25	1.89	1.90	1.83	34
35		1.68						1.75				35	
36		1.83										36	
37		2.09										37	
38								7.25	5.28	7.45		38	
39												39	
40		2.08						2.12	1.75	2.00	2.45	40	
41		2.66						2.48				41	
42												42	
43		1.37						1.40	2.50	2.10	1.29	43	
44		1.24						1.48				44	
45		.96						1.42				45	

a Sizes of glass, 16 by 20. b Per 100 pounds. c Pure manila. d Each. e Per nest.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS No. 11. SADDLES, HARNESS, LEATHER, ETC.—continued.	Quantity awarded.	Points of delivery.			
			James Bannerman.	John H. Biddleman.	Albert J. Morley.	
					Harry B. Lyford.	St. Louis.	Chicago.
1	Buckles, breast strap, snaps and buckles, malleable iron, X. C., 1½-inch.....gross..	13	6.90	7.40	14.35	14.52
2			7.00			14.52
3			7.10			14.52
4						14.52
5	Buckles, bar rein, malleable iron, X. C.:					
6	½-inch.....do...	22	.50	.48	.47½	.52
7			.55	.52	.51½	
8	¾-inch.....do...	33	.65	.62	.62	.69
9			.75	.70	.69½	
10					.69¼	
11	¾-inch.....do...	34	.85	.79	.79	.87
12			.87	.81	.81	
13					.81	
14	1-inch.....do...	30	.99	.93	.93	1.02
15			1.10	1.02	1.01	
16					1.01	
17	Buckles, harness, sensible, malleable iron, X. C.:					
18	½-inch.....gross..	10	.38	.36	.35½	.40
19	¾-inch.....do...	24	.50	.48	.47	.52
20	1-inch.....do...	10	.70	.67	.65½	.72
21	1½-inch.....do...	17	.88	.85	.83½	.92
22	2-inch.....do...	20	1.43	1.40	1.35½	1.50
23	1½-inch.....do...	9	1.80	1.76	1.71	1.40
24	Buckles, roller, girth, malleable iron, X. C., 1½-inch.....gross..	10	1.80	1.15	1.71	1.20
25	Buckles, roller, harness, malleable iron, X. C.:					
26	½-inch.....gross..	9	.40	.37	.36	.41
27	¾-inch.....do...	27	.47	.45	.44	.50
28	1-inch.....do...	23	.55	.52	.51	.57
29	1½-inch.....do...	22	.62	.59	.58	.65
30	2-inch.....do...	25	.90	.86	.84½	.95
31	1½-inch.....do...	5	1.38	1.30	1.30	1.45
32	2-inch.....do...	5	1.62	1.54	1.52	1.70
33	Buckles, trace, 3-loop, Champion, X. C.:					
34	1½-inch.....pairs..	125	.033	.04	.03½	.02
35	1½-inch.....do...	1,030	.04½	.04½	.04½	.02½
36	1½-inch.....do...	340	.04	.05	.04	.03½
37	2-inch.....do...	70	.05½	.06½	.06	.03½
38	Burnishers:					
39	Heel, corrugated.....doz..	3				
40	Heel, plain.....do...	3½				
41	Shank.....do...	4½				
42	Cement, shoe, 2-oz.....do...	41				
43	Chains, halter, with snap, 4½ feet, No. 0.....do...	25			1.15	1.64
44					1.50	1.29
45	Channel cutters.....do...	3½			8.50	
46					10.90	
47	Channel openers.....do...	3½			12.20	
48	Cinchas.....do...	40	1.48	1.50		
49			1.52	1.50		
50			1.55	1.75		
51				1.75		

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS No. 11. SADDLES, HARNESS, LEATHER, ETC.—continued.	Quantity awarded.	Points of delivery.										
			William S. Perkins.	Albert Kuhlmeier.	Owen Gathright.	Eugene H. Conklin.	Fred Bardes.						
								George R. Barclay.	Morse & Rogers.	St. Louis and Chicago.	Chicago.	Sioux City.	St. Louis.	New York.
1			6.75	6.85	6.87								
2													
3													
4													
5			.48	.52	.50		.59						
6			.48	.56									
7			.62	.56									
8			.62	.69	.65		.79						
9			.62	.77									
10			.79	.77									
11			.79	.87	.82		.92						
12			.79	.89									
13			.93	.89									
14			.93	1.02	.95		1.14						
15			.93	1.11									
16				1.11									
17			.36	.39	.38		.41						
18			.48	.52	.50		.54						
19			.66	.72	.68		.73						
20			.84	.92	.87		.95						
21			1.35	1.48	1.41		1.52						
22			1.71	1.88			1.93						
23			1.08	1.18	1.13		1.21						
24			.38	.40	.38		.41						
25			.45	.49	.45		.51						
26			.52	.57	.52		.58						
27			.59	.65	.62		.63						
28			.86	.94	.88		.97						
29			1.31	1.44	1.35		1.48						
30			1.53	1.68	1.57		1.72						
31			.03½	.03½	.03½		.04						
32			.04	.04½	.04½		.04½						
33			.04½	.05	.04		.05½						
34			.05½	.063	.06		.06½						
35													
36							4.00						
37							2.50						
38							4.00						
39							.90				a .42	.76	
40												.58	
41													
42													
43													
44							5.00						
45													
46							1.25						
47			1.54	1.03	1.08								
48				1.78	1.26								
49				1.88	1.55								
50				2.71	1.62								
51					1.88								
52					1.98								

a 1-ounce bottles.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS NO. 11. SADDLES, HARNESS, LEATHER, ETC.— continued.	Quantity awarded.	Points of delivery.							
			St. Louis.		Chi- cago.					
			James Bannerman.	E. Rehkoph & Sons.	George R. Barclay.	Philip Constans.	Albert Morsbach.			
1	Clamps, sewing, knee.....No.	50								
2	Clips, hame, japanned.....doz.	65	.30							
3										
4										
5										
6	Clips, trace, polished, 4½-inch, malleable iron.....doz.	73	.10							
7										
8										
9	Cockeyes, screwed, japanned:	40	.14							
10	1½-inch.....do.	115	.16							
11	1½-inch.....do.	43	.20							
12	2-inch.....do.	8	.26							
13	Collars, horse, by half inch:	97	13.95	11.30	10.75	16.79	13.35			
14	17 to 19 inches.....do.		14.00	14.65	13.50	15.80	14.21			
15			14.05	20.11	13.10	14.75	18.11			
16			16.25	16.45	11.50		19.39			
17			17.60	13.90	14.85					
18				19.30	6.95					
19	19½ to 21 inches.....do.	70	14.50	11.30	10.75	17.25	13.88			
20			14.50	14.65	13.50	16.31	14.74			
21			16.75	20.11	13.10	15.18	19.00			
22			18.10	16.45	11.50		20.29			
23				13.90	14.85					
24				19.30	6.95					
25	21½ to 24 inches.....do.	5	21.00	12.43	13.75	19.32	14.66			
26			22.88	16.12	16.50	18.45	15.53			
27				22.12	16.10	16.79	20.36			
28				18.10	14.50		21.64			
29				15.29	17.85					
30				21.23	9.95					
31	Collars, mule, 15 to 16½ inches by half inch, dozen.....doz.	30	13.00	11.30	10.75	16.04	12.83			
32			13.65	14.65	13.50	15.11	13.69			
33				20.11	13.10	13.95	17.21			
34				16.45	11.50		18.49			
35				13.90	17.85					
36				19.30	6.95					
37	Collices, sizes 4 to 12.....doz.	6								
38	Crimping boards:	20								
39	Men's.....pairs.	14								
40	Boys'.....do.	42								
41	Crimping screws.....No.	40	1.50		1.50					
42	Currycombs, tinned iron, 8 bars.....doz.		1.20		.72					
43			1.35		.61					
44					.77					

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	Points of delivery.											Number.		
	St. Paul.	Chicago.				St. Louis and Chi- cago.	Chicago.	Sioux City.	Chicago.	St. Louis.	Chicago.			
	Wm. A. Hardenbergh.	John H. Bidleman.	L. Kiper & Sons.	Albert J. Morley.	Harry B. Lyford.	Wm. S. Perkins.	Albert Kuhnley.	Owen Gathright.	Fred Bardes.	Eugene H. Conklin.	Edward W. Morley.		Edward S. Pierce.	Frank Gould.
1				.40	.25	.18	.13½			.50				1
2				.33										2
3				.43										3
4				.50										4
5				.09½	.10½	.10	.09							5
6				.22										6
7				.33										7
8														8
9		.15		.14	.13½	.14	.13½		.16					9
10		.17		.15½	.15½	.16	.15½		.18					10
11		.19½		.19	.18½	.20	.19		.23					11
12		.25		.24½	.24	.25	.24		.28					12
13	1.08	19.50	12.45	17.35		14.20	14.70	14.45						13
14	1.25	19.95	14.30	16.00		14.88	15.56	15.65						14
15	1.50	18.40	17.70			14.16	16.46	16.45						15
16	1.62	19.37	19.40				16.85	17.40						16
17	1.92	15.80												17
18	2.50													18
19	1.12	22.00	13.40	17.35		15.49	15.16	15.05						19
20	1.33	22.90	15.30	16.00		16.38	16.10	16.35						20
21	1.58	20.37	19.00			15.52	17.00	17.25						21
22	1.71	20.39	21.40				17.24	18.20						22
23	2.00	18.95												23
24	2.66													24
25	1.33	24.50	17.00	17.35		17.12	16.60	18.10						25
26	1.46	25.25	19.00	16.00		18.00	17.56	19.60						26
27	1.83	23.50	22.00			17.15	18.42	20.70						27
28	2.00		24.50				18.82	21.84						28
29	2.25													29
30	2.87													30
31	1.00	17.70	11.90	17.35		13.12	13.95	13.95						31
32	1.12	14.75	13.70	16.00		13.80	14.70	15.15						32
33	1.25	12.75	16.90			13.08	15.60	15.95						33
34	1.46		18.40				15.85	16.90						34
35	1.75													35
36	2.25													36
37									2.25					37
38										.50				38
39										.50				39
40										2.25				40
41		.75		.67							.74	.05	.90	41
42					.82			.55			.96	.06½	.60	42
43					.92			.83			.71			43
44					.72			.79			.75			44
45					.90			.88			.84			45
46								.94						46

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS No. 11. SADDLES, HARNESS, LEATHER, ETC.—continued.	Quantity awarded.	Points of delivery.					
			St. Louis.	Chicago.	All points.	St. Louis.	New York	
1	Leather:							
2	Calfskin	1,660			.52		.65	.75
3				.58				
4				.55				
5	Harness (15 to 22 pounds per side)	27,230	.30	.30		b. 34		.31
6			.28			c. 32		.29
7						d. 30		.29
8	Kip (about 5-pound sides), pounds	3,200			.50		.55	.70
9					.45			
10					.45			
11	Lace, per pound	112	.52			a. 18		.67½
12			.42					
13	Sole, hemlock	6,900		.23		.21½	.23½	.23
14						.20	.21½	
15	Sole, oak	9,800				.26	.25	.27½
16						.25	.24	
17	Lining, shoe	950			.08½			
18					.08			
19					.07½			
20	Loopsticks, ¼ to 1½ inch	9½ doz.	.60					
21			1.45					
22	Needles, harness, assorted, 4, 5, and 8	204 doz.	.03					
23	Nails:							
24	Saddle	50 lbs.						
25								
26	Iron, ¾-14	225 do.						
27	Nails, iron, Swede:							
28	16	220 do.						
29	16	175 do.						
30	14	200 do.						
31	Ornaments, nickel, 1-inch gross ..	10	.50					
32	Pad hooks, band, X. C.	3 do.	4.80					
33			4.80					
34	Pad screws, X. C.	5 do.	1.00					
35								
36	Paste, Austrian	140 lbs.						

Number.	Max Frank.	Eugene H. Conklin.	L. Kiper & Sons.	Harry B. Lyford.	Arthur Berlezheimer.	Albert Kuhnley.	Jas. D. Neilson.	Owen Gathright.	Wilder & Co.	Geo. W. Oberne.	John H. Bidleman.	Albert J. Morley.	Robert M. Fair.	Grand Crossing Tack Co.	William S. Perkins.	Fred Bartles.	Points of delivery.				Number.
																	Chicago.		St. Louis and Chicago.	Sioux City.	
1	.75																			1	
2	.65	82½																		2	
3																				3	
4	.2875			33				d. 27												4	
5																				5	
6																				6	
7																				7	
8	.45																			8	
9																				9	
10	.4875																			10	
11																				11	
12	.22		22			.54	.52	.47												12	
13			.21			.52														13	
14			.20½					24½												14	
15			.20					g. 23½												15	
16			.27½					g. 22												16	
17	.2671		.25					h. 27												17	
18			.23½																	18	
19			.23																	19	
20			.26								6.90									20	
21			.25								7.20									21	
22											8.45									22	
23											10.60									23	
24											10.95									24	
25											11.55									25	
26																				26	
27																				27	
28																				28	
29																				29	
30																				30	
31																				31	
32																				32	
33																				33	
34																				34	
35																				35	
36																				36	
37																				37	
38																				38	
39																				39	
40																				40	
41																				41	
42																				42	
43																				43	
44																				44	
45																				45	
46																				46	
47																				47	

a Square foot.
b Heads off for 16,900 only.

c For 10,000 only.
d For 26,900 only.

e Per pound.
f Per foot.
g 6,900 only.

h 9,500 only.
i Per thousand.
j Per set.

k Per dozen sets.
l Per dozen papers.
m Per gross.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS NO. 11. SADDLES, HARNESS, LEATHER, ETC.—continued.	Quantity awarded.	Points of delivery.				
			St. Louis.	Chicago.		Harry B. Lyford.	
				James Bannerman.	John H. Bidleman.		Albert J. Morley.
1	Ticklers, creasing.....doz.	2		1.75			
2				4.25			
3				4.25			
4	Ticklers, edge.....do.	2	1.74	4.25			
5				4.85			
6				4.85			
7				6.00			
8				4.85			
9							
10	Tools, claw.....do.	7	3.63	2.75			
11				4.85			
12				3.65			
13				3.65			
14	Trace carriers, X. C.....do.	80	.19	.20	.18	.18	
15			.19				
16			.19				
17	Trees, self-adjusting, X. C.....do.	3	2.63	2.75	2.60	2.60	
18			2.63		2.60		
19			2.63		2.85		
20	Wax, saddlers'.....lbs.	325			.05		
21	Wax, shoemakers', small ball, per 100 balls. balls.	1,500	.35		.30		
22	Wheels, box, with slide.....doz.	2	7.85				
23	Wheels, fudge.....do.	1 1/2					
24	Wheels, overstitch, Nos. 6, 7, 8, 10, 12, and 14.....do.	5 1/2	b 2.75		7.25		
25			a 7.25		2.75		
26							
27							
28							
29							
30	Winkers, 3/4-inch, sensible, 2 seams, patent leather.....doz.	21		1.15			
	Additional for training schools.						
31	Cockeyes, screwed, X. C., 1 1/2-inch, heavy.....doz.	24				.20	
32	Cockeyes, screwed, X. C., 1 1/2-inch, heavy.....do.	4					
33	Cockeyes, screwed, X. C., 2-inch, heavy.....do.	4					
34	Hames, Concord, high top, with clip, 3 strapholes, full length, 25 1/2 inches.....pairs.	300		.50	.38		
35					.40		
36					.30		
37					.39		
38	Rings, harness, X. C., 1 1/2-inch.....gross.	4		.50	.46	.46	
39	Rings, breeching, X. C., 1 1/2-inch.....do.	2		.93	.75	.84	
40							
41							

a Overstitch wheel with carriage.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	Points of delivery.							Number.
	St. Louis and Chicago.	Chicago.	Sioux City.	Chicago.				
				St. Louis.	Chicago.	Sioux City.		
		4.30					1	
		4.30					2	
							3	
		4.92					4	
		4.92					5	
		4.92					6	
		4.92					7	
		4.92					8	
		4.92					9	
		4.92					10	
		1.85					11	
		4.92					12	
		3.69					13	
	.18	.19	.21				14	
	.20	.20					15	
	.36						16	
	2.60	2.58	2.90				17	
		2.58					18	
							19	
		.30			.05		20	
				.33	.29		21	
					4.75		22	
					3.00		23	
		7.40	7.80				24	
		7.40					25	
		7.40					26	
		7.40					27	
		7.40					28	
		7.40					29	
	2.47	1.27	2.25			2.70	30	
	.20	.28 1/2	.18				31	
	.25	.31 1/2	.23				32	
		.41	.28				33	
	.45 1/2	.39 1/2		.53	.49		34	
							35	
							36	
							37	
	1.00	.44	.90				38	
	.80	.69	.90				39	
		.75					40	
		1.05					41	

b Wheels overstitch without carriage.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS.

Number.	CLASS NO. 12. AGRICULTURAL IMPLEMENTS.	Quantity awarded.	Points of delivery.							
			Frederick K. Maus.		Edward S. Peirce.		Samuel C. Pirie.			
			Chicago.	St. Louis.	Chicago.	St. Louis.	Chicago.	(?)		
1	Augers, post-hole, 9-inch No.	12				.33				
2	Axle grease (2 dozen boxes in case) dozen	1,160			8 $\frac{1}{2}$	.275			.55	
3						.275				
4										
5										
6	Bags, grain, seamless, 2 $\frac{1}{2}$ -bushel, not less than 12 pounds per dozen doz.	70			2.52			1.78		
7	Corn planters:				1.70					
8	Hand No.	100				.40				
9	2-horse do.	3				.56			22.00	
10	Cornshellers, hand, medium size do.	* 30				3.91	4.25			
11	Cradles, grain, 4-finger, with scythes, packed in cases doz.	15				15.97				
12						15.87				
13	Cultivators:									
14	1-horse, iron frame, 5-inch blade, with wheel No.	27							2.75	
15	Riding 2-horse do.	* 16					13.50		16.00	
16	Diggers, post hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles No.	68				.31				
17						.48				
18	Drills, grain, 2-horse do.	† 11				5.65				
19	Feed cutters do.	3								
20	Forks, hay, c. s., 5 $\frac{1}{2}$ -foot handles, packed in cases:	52				3.57			2.25	
21	3 oval tines doz.	127				4.20			3.00	
22	4 oval tines do.								3.40	
23	Forks, manure, c. s., long handles, packed in cases:	55				3.90			2.99	
24	4 oval tines doz.								3.29	
25	5 oval tines, strapped ferrule do.	62				5.60			5.17	
26	Handles (samples of 1 dozen required), packed in cases:									
27	Ax, 36-inch, hickory, "extra," turned doz.	870	c. 10			1.24			1.19	1.70
28						1.34			1.38	
29						1.12			1.59	
30									1.00	
31	Hay fork, 5 $\frac{1}{2}$ -foot do.	75	c. 07 $\frac{1}{2}$						2.00	
32									.49	
33	Pick, 36-inch, No. 1 do.	65	a 1.00			1.00			.70	
34									1.10	1.85
35	Handles, plow, $\frac{3}{8}$ by 2 $\frac{1}{2}$ inches by 5 feet:								.75	
36	Left-hand, straight doz.	32	b 1.30							
37	Right-hand, double bend, for mold board doz.	25	b 1.40							
38	Handles:									
39	Shovel, long do.	17				.73			1.00	
40	Spade, D do.	14				.89				
						1.14				

* No contract; will buy in open market. † No bid. a Dry. b Part dry. c Each.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS.

Number.	Points of delivery.														
	Chicago.		All points.		All points except New York.		All points.		Chicago.			Not stated.		Chicago.	
	Chicago.	All points.	All points.	All points.	Chicago.	Not stated.	Chicago.	Chicago.	Chicago.						
1															
2										.29					
3										.27 $\frac{1}{2}$			e 6.00		.28
4										.25 $\frac{1}{2}$					.28
5										.27					
6										.25					
7															
8													1.86		
9															
10										.42			.50		
11															28.90
12									1.00				d 5.00		4.23
13															
14															
15															f 16.30
16															
17													.55		
18										.31 $\frac{1}{2}$			.57		
19									7.80	.47					
20															
21															
22										2.25					
23										3.00					
24										3.40					
25										2.99					
26									1.10	3.29					
27									.90	5.17					e. 12 $\frac{3}{4}$
28															
29															
30															
31										1.19	1.70			1.52	1.25
32															
33															
34															
35															
36															
37															
38															
39															
40															

d If without fan, deduct 25 cents, and without table, deduct 25 cents. e Per gross 1-pound tin cans f 4, 6, or 8 shovel. † Will deliver at Chicago, St. Louis, St. Paul, Sioux City, Omaha, and Kansas City

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS—continued.	Quantity awarded.	Points of delivery.			
			St. Louis.	Chicago.		(†)
1	Harrows, 60 teeth, $\frac{1}{2}$ by 8 inches, steel, with drawbar and clevises.....No.	* 61		6.50		8.00
2	Hoes:					
3	Garden, solid shank, c. s., 6-inch.....doz.	130	2.43			
4						
5						
6	Grub, c. s., oval eye, No. 2.....doz.	21	3.52			
7						
8	Knives:					
9	Corn.....doz.	40	1.15			
10			1.15			
11			2.00			
12			1.60			
13						
14	Hay.....doz.	4	4.50			
15			4.15			
16			4.30			
17	Lawn mowers, hand, 14-inch.....No.	37	3.60			
18			1.70			
19			1.50			
20	Machines:					
21	Mowing, singletrees, doubletrees, and neck yoke complete, with two dozen extra sections.....No.	240		25.00	19.70	
22					20.20	
23	Harvester and self-binder, 6-foot cut, complete...do.	10			65.50	
24	Thrashing, 12-horsepower, outfit consisting of 32-inch cylinder separator or less, geared for horsepower, complete with trucks, folding straw carrier at least 16 feet long, all small belts, wheat and oat riddles, feed tables, tongue, doubletrees, and neck yoke, 3 dozen extra cylinder teeth, monkey wrench, screw-driver, belt punch, belt awl, oil can, tooth set and socket wrench, maul, and extra small pinion for gearing. One 12-horse mounted power, complete, with sweeps, tumbling rods, staking chains, etc., necessary to connect to and run above separator. Two extra sweeps.....No.	2				
25						
26						
27						
28						
29						
30	Mattocks, ax. cs. ....doz.	20	4.20			
31						
32						
33						
34	Oxbow keys, 2-inch.....doz.	12				
35	Oxbows, 2-inch.....doz.	2				
36	Picks, earth, steel-pointed, assorted, 5 to 6 pounds...doz.	33				
37						

† No bid.
‡ Delivered in Chicago, St. Louis, St. Paul, Sioux City, Omaha, and Kansas City.
* No contract; will purchase in open market.
a 4 foot 6 inch cut.
b 5 foot cut.
c Steel frame.
d Wood frame.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

Number.	Points of delivery.												Number.
	Chicago.		All points.		Chicago.				Not stated.	Chicago.	Stated below.		
			10.00	8.00		7.50		4.95		e 5.20		1	
										d 4.65		2	
						2.65						3	
						2.35						4	
						2.89						5	
						2.48						6	
						2.81						7	
						3.75						8	
						1.20			1.25			9	
						1.08			1.50			10	
						1.36						11	
						1.53						12	
						2.38						13	
						3.7						14	
						4.38			4.75			15	
						4.29						16	
						6.79						17	
		1.85	2.15			1.65		1.75				18	
			1.70			1.59						19	
						1.98						20	
												21	
			30.00		a 18.90							22	
					b 19.40							23	
			90.00									24	
												25	
												26	
												27	
												28	
												29	
												30	
						3.59						31	
						3.59						32	
						3.82						33	
						4.95						34	
						1.10			3.00			35	
						2.81						36	
						3.75						37	

e 32 by 49 inch separator and 12-horsepower delivered in Chicago.
f 32 by 49 inch separator and 12-horsepower delivered in St. Louis.
g 32 by 49 inch separator and 12-horsepower delivered in East St. Louis.
h 28 by 41 inch separator and 12-horsepower delivered in Chicago.
i 28 by 41 inch separator and 12-horsepower delivered in St. Louis.
j 28 by 41 inch separator and 12-horsepower delivered in East St. Louis.
Will also supply each outfit with \$10 worth of repairs (free of charge) in addition to those specified, also riddles for thrashing flax.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS NO. 12. AGRICULTURAL IMPLEMENTS—continued.	Quantity awarded.	Points of delivery.		
			Chicago.	St. Louis.	Chicago, St. Louis, St. Paul, Sioux City, Omaha, Kansas City.
			Frederick K. Maus. George R. Barclay. Geo. H. Francis.		
Plows, c. s., with extra share:					
1	8-inch, 1-horse.....No.	20			3.00
2	10-inch, 2-horse.....No.	57			4.50
3	12-inch, 2-horse.....No.	150			6.00
4	14-inch, 2-horse.....No.	65			7.00
Plows, "breaker," with rolling coultter, gauge wheel, and extra share:					
5	12-inch.....No.	45			6.50
6	14-inch.....No.	20			7.00
7	Plows, shovel, double.....No.	10			1.50
Plow beams:					
8	For 8-inch plow, 5 feet long.....No.	40	a .42		
9	For 10-inch plow, 5½ feet long.....No.	35	a .45		
10	For 12-inch plow, 6 feet long.....No.	110	a .52		
11	For 14-inch plow, 6½ feet long.....No.	110	a .55		
12	For 12-inch "breaker" plow, 6½ feet long.....No.	37	a .55		
13	For 14-inch "breaker" plow, 7 feet long.....No.	41	a .65		
Pumps, iron, hand, fitted for 1½-inch pipe, with cylinder attached:					
14	Lift.....No.	*18			
15	Lift and force.....No.	*36			
Rakes:					
16	Hay, sulky, not less than 20 teeth.....No.	195			11.00
17	Hay, wood, 12 teeth, 2 bows.....doz.	45			
18	Malleable iron, handled, 12 teeth.....doz.	125		1.24	
19	Scoops, grain, medium quality, No. 4, in bundles, extra tied.....doz.	13		7.00	
20				8.25	
Scythes, packed in cases:					
21	Brush.....doz.	16		3.30	
22	Grass, assorted, 36 to 40 inch.....doz.	53		3.30	
23				3.30	
24				3.50	
25	Weed.....doz.	13		2.98	
26				3.60	
27				3.30	
28	Scythe snaths.....doz.	52		4.79	
29				5.18	
30				4.61	
31				3.30	
32	Scythestones.....doz.	105		.40	
33				.27	
34				.20	
35	Seed drill and cultivator, for garden use.....No.	†21			
36					
37					
38					
39					
40					
41					
42					
43	Seeders, broadcast, for 2-horse wagon.....No.	1			

* No bid.

† No award.

a Part dry.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

Number.	Points of delivery.	Points of delivery.					
		Chicago.	All points.	All points except New York.	All points.	Chicago.	Not stated.
		Frank E. Hills. Chas. W. Crankshaw. Allen E. Thomas. The Plano Manufacturing Co. Enoch E. Paine. Jno. W. Good. William Butterworth. Harry B. Lyford. John A. Johnson. Chas. A. Kimbark. Josiah J. Parkhurst. Geo. W. Trout. Frank C. Patton.					
1			2.95		5.55		
2			3.90		7.95		
3			5.70		9.30		
4					10.80		
5					12.30		
6					13.50		
7							
8						.40	
9						.47	
10						.52½	
11						.60	
12						.68	
13						.60	
14						.36	
15						.31	
16	10.50	9.95	13.00		10.50		
17		9.10					
18						.82	
19						.93	
20						1.26	
21						1.21	
22						6.74	
23						7.24	
24						6.99	
25						3.05	
26						3.41	
27						3.01	
28						3.44	
29						3.46	
30							
31						3.05	
32						3.41	
33						4.42	
34						3.66	
35							
36						.22½	
37						.37	
38						.22½	
39							
40	4.25						
41	2.75						
42	3.00						
43						.70	
						5.40	

b Steel wheels.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS—continued.	Quantity awarded.	Points of delivery.					
			St. Louis.		Chicago.			
1	Shovels, coal, D handle doz..	13	6.75	a 2.2 ³	6.00			
2					6.24			
3					6.24			
4					6.49			
5					5.75			
6	Shovels, steel: No. 2, long-handled, round point, not less than 55 pounds per dozen, in bundles, extra tied do..	70	b 6.00		5.24			
7			b 5.75		4.99			
8					5.49			
9					5.24			
10	Short-handled, square point do..	64	b 6.00		5.24			
11			b 5.75		4.99			
12					5.49			
13					5.24			
14	Sickles, No. 3, grain do..	9	1.44		1.43			
15	Spades, steel: No. 3, not less than 60 pounds per dozen, in bundles, extra tied do..	11	6.25		5.24			
16	Long-handled do..		6.00		5.49			
17	D handle do..	57	6.25		5.24			
18			6.00		5.49			
19	Swamp (or bush) hooks, handled do..	9	4.32		4.95			
20			4.98					
21			5.55					
22	Twine, binder lbs..	13,400			.0924			
23					.0924			
24					.1024			
25					.1074			
26	Wheelbarrows, garden: All iron No..	65			3.49	c 2.75		
27						c 3.50		
28						c 3.95		
29	Wood do..	26	1.86		1.74	d 2.25		
30								
31	Additional articles.							
32	Harrows, disk, 3-horse No..	1						
33	Bags: Grain, 3-bushel do..	5,000					.24 ¹	
34							.16 ³	
35								
36								
37								
38	Cotton, 100 pounds, for flour do..	3,000						
39								
40	Cultivators, walking, 2-horse do..	13						
41	Pumps, iron, lift, hand, fitted for 2-inch pipe, with cylinder attached No..	* 2						
42	Sickles, grass, smooth edge doz..	2	1.30		1.09			
43			1.15		1.22			
44					1.50			

NOTE.—For fence wire and other agricultural articles, see Class No. 17—Hardware.
* No bid.
a Each.
b Black, 25 cents per dozen less.
c 65 only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

Number.	Points of delivery.										Number.
	Chicago.		Chicago, St. Louis, St. Paul, Sioux City, Omaha, Kansas City.		Chicago.		All points except New York.		Chicago.		
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
13											13
14											14
15											15
16											16
17											17
18											18
19											19
20											20
21											21
22						.09				g .10 ¹	22
23						.08 ³					23
24											24
25											25
26		3.40				2.25					26
27		3.40									27
28		4.00									28
29		2.25				1.95					29
30		1.90									30
31											31
32					15.00			18.00			32
33										17.00	33
34			.07			.067	.05 ¹		e .15	.067	34
35							.06 ¹			.05 ³	35
36							.07				36
37							.06 ³				37
38			.05 ³				.04 ³		f .12	.06 ³	38
39							.05 ⁸			.04 ⁸	39
40		h 9.00			10.00				12.00		40
41										14.20	41
42											42
43											43
44											44

d 26 only.
e 5,000 only.
f 3,000 only.
g In balls weighing 4 pounds 13 ounces each, no less quantity furnished.
h Award cancelled; to be bought in open market at price named.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES.

Number.	CLASS NO. 13.		Quantity awarded.	Frederick K. Maus.	Charles A. Kimbark.	Josiah J. Parkhurst.
	WAGONS AND WAGON FIXTURES.					
	Points of delivery.					
	Chicago.					
	[All wood wagon material must be clear, straight grain, free from all imperfections, tough, and thoroughly seasoned. Axletrees, bolsters, eveners, fellies, hounds, reaches, and tongues to be sawed and rough-finished on "shaper" to shape and size without boring or mortising. Axletree ends to be tapered but not turned to fit skeins. Narrow track, 4 feet 8 inches; wide track, 5 feet 2 inches.]					
	Axletrees, hickory, wagon, narrow track:					
1	2½ by 3½	No.	13	a. 40	c.40	d. 27
2	2½ by 3½	do.	8	a. 40	c.40	d. 30
3	2½ by 3½	do.	35	a. 42	c.40	d. 33
4	3 by 4	do.	107	a. 52	c.40	d. 37
5	3½ by 4½	do.	116	a. 52	c.50	d. 43
6	3½ by 4½	do.	320	a. 62	c.60	d. 49
7	4 by 5	do.	68	a. 74	c.75	d. 61
8	4½ by 5½	do.	14	a. 84	c.90	d. 85
	Axletrees, hickory, wagon, wide track:					
9	2½ by 3½	No.	6	a. 40	c.40	d. 27
10	2½ by 3½	do.	13	a. 42	c.40	d. 35
11	3 by 4	do.	11	a. 52	c.40	d. 38
12	3½ by 4½	do.	46	a. 52	c.50	d. 44
13	3½ by 4½	do.	82	a. 62	c.60	d. 51
14	4 by 5	do.	16	a. 74	c.75	d. 62
15	4½ by 5½	do.	18	a. 84	c.90	d. 87
	Bolsters, oak, wagon, front, narrow track:					
16	2½ by 3½	No.	14	a. 21	c.20	d. 18
17	2½ by 4½	do.	92	a. 24	c.22	d. 21
18	3 by 4½	do.	250	a. 28	c.27	d. 27
19	3½ by 5	do.	91	a. 30	c.33	d. 31
	Bolsters, oak, wagon, front, wide track:					
20	2½ by 3½	No.	6	a. 22	c.24	d. 20
21	2½ by 4½	do.	26	a. 24	c.24	d. 23
22	3 by 4½	do.	67	a. 30	c.30	d. 29
23	3½ by 5	do.	65	a. 36	c.37	d. 34
	Bolsters, oak, wagon, rear, narrow track:					
24	2½ by 3	No.	2	a. 18	c.18	d. 15
25	2½ by 3½	do.	101	a. 20	c.20	d. 19
26	3 by 4	do.	250	a. 23	c.24	d. 22
27	3½ by 4½	do.	16	a. 25	c.24	d. 29
	Bolsters, oak, wagon, rear, wide track:					
28	2½ by 3	No.	6	a. 20	c.18	d. 17
29	2½ by 3½	do.	11	a. 22	c.22	d. 21
30	3 by 4	do.	81	a. 28	c.26	d. 25
31	3½ by 4½	do.	93	a. 30	c.30	d. 32
32	Bows, farm wagon, round top, ¾ by 1½ inches, per set of 5.		45	b.36		d. 42
	Clevises, wrought-iron:					
33	2 by 4½ inches, with self-fastening pin		1,270			d. 03½
34	2 by 5½ inches, with key pin		780			d. 04½
35	Clips, center, ¾-inch ring		35	c. 7408		d. 07½
36				c. 4586		
37	Covers, 29-inch, 10-ounce, duck, free from sizing, 13 feet 9 inches long, 10 feet wide, full size, with drawrope each end, and three tie ropes (36 inches long) each side. Seams to be with the width and not lengthwise of the cover.					
		No.	120			
38	Eveners, hickory, wagon, narrow track, 1½ by 4 inches by 4 feet, full ironed, ends riveted, top and bottom plate at center, ¾-inch hole, and stay chains					
		No.	820	e. 28	c. 30	d. 39
39	Eveners, hickory, wagon, wide track, same as above					
		No.	500	e. 28	c. 30	d. 39
40	Eveners, hickory, wagon, plain, narrow track:					
41						
42	1½ by 4 inches by 4 feet		260	b. 12	c. 13	d. 12½
43				b. 14		
44	Wide track		126	b. 12	c. 13	d. 12½
45				b. 14		

a Part dry. b Dry. c Only. d No samples. e Dry, without stay chain eye.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES.

Nelson J. Riley.	John T. Llewellyn.	John C. Goss.	Harry B. Lyford.	Harry Chan-non.	George B. Carpenter & Co.	Charles W. Crankshaw.	Number.
Points of delivery.							
Chicago.							
d. 75							1
d. 85							2
d. 95							3
d 1. 00							4
d 1. 10							5
d 1. 25							6
d 1. 60							7
d 1. 80							8
d. 75							9
d. 95							10
d 1. 00							11
d 1. 10							12
d 1. 25							13
d 1. 60							14
d 1. 80							15
d. 50							16
d. 60							17
d. 75							18
d. 85							19
d. 55							20
d. 65							21
d. 80							22
d. 95							23
d. 50							24
d. 60							25
d. 70							26
d. 85							27
d. 55							28
d. 65							29
d. 75							30
d. 90							31
d. 50							32
d. 06	.03						33
d. 08	.03 ₄						34
d. 72	.05 ₃		.084				35
							36
		3.45	3.39	3.10	2.95	3.65	37
d. 85	.23						38
d. 90	.23 ₄						39
							40
							41
d. 35	.12						42
d. 35	.12						43
							44
							45

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

Number.	CLASS NO. 13. WAGONS AND WAGON FIXTURES— continued.	Quantity awarded.	Point of delivery.							Number.
			Chicago.							
			Frederick K. Maus.	Chas. A. Kimbark.	Josiah J. Parkhurst.	Nelson J. Riley.	John T. Llewellyn.	Frank C. Patton.		
	Fellies, hickory, wagon, bent, XXX quality:									
1	1½ by 1½ inches sets	80	a .60	c .69	.72				1	
2	1½ by 1½ inches do	7	a .75	c .79	.83				2	
3	1½ by 1½ inches do	21	a .90	c .92	.96				3	
4	1½ by 1½ inches do	7	a 1.05	c 1.02	1.08				4	
5	1½ by 1½ inches do	20	a 1.35	c 1.20	1.20				5	
6	2 by 2 inches do	25	a 1.95	c 1.55	1.50				6	
	Fellies, white oak, wagon, bent:									
7	1½ by 2 inches do	30	a 1.85	c 1.04	1.20				7	
8	2 by 2½ inches do	2	a 2.05	c 1.33	1.52				8	
9	2½ by 2½ inches do	3	a 2.25	c 1.77	1.97				9	
	Fellies, white oak, wagon, sawed true to circle and size, faced:									
10	1½ by 2½ inches, cased sets	164	b 1.04	c 1.10	1.08	2.00			10	
11	1½ by 2½ inches, cased do	200	b 1.29	c 1.30	1.23	2.30			11	
12	1½ by 2½ inches, cased do	25	b 1.30	c 1.35	1.42	2.75			12	
13	2½ by 3 inches, cased do	10	b 1.65	c 2.00	1.76	3.25			13	
14	Hooks and ferrules, singletree, 1½-inch, dozen	75	c 2.85		.43	1.20	.03½		14	
15	Hounds, white oak, wagon, front, 3 pieces, side pieces, 48 inches long, 1½ inches thick, 2 inches wide; front and rear ends 2½ inches wide, 18 inches from front end. Sway bar 48 inches long, 1½ inches thick, 2 inches wide the whole length, cased, sets	290	b .35	c .33	.32	d .90			15	
16	Hounds, white oak, wagon, pole, 2 pieces, 34 inches long, 1½ inches thick, 2½ inches wide at rear end of curve, tapering to 2½ inches wide at rear end, 2½ inches wide 13 inches from front end at front of curve with usual shape and taper to front end, cased sets	550	b .17	c .20	.19	d .50			16	
17	Hounds, white oak, wagon, rear, 2 pieces, 48 inches long and 2 inches thick, 2½ inches wide at front end, 2½ inches wide at rear end, and 2½ inches wide 11 inches from front end at curve, cased sets	355	b .24	c .26	.26	.80			17	
	Hubs, white oak, cupped, crated:									
18	7½ by 9 inches do	50	b .85	c .70	.78	2.00			18	
19	8 by 10 inches do	40	b .90	c .80	.84	2.40			19	
20	8½ by 11 inches do	7	b 1.05	c .90	.96	2.50			20	
21	9 by 12 inches do	10	b 1.15	c .95	1.10	3.75			21	
22	10 by 12 inches do	1	b 1.25	c 1.20	1.50	4.00			22	
	Reaches, white oak, butt cut, tough, slid- ing:									
23	For 2½-inch wagon, 9 feet 6 inches long by 3½ by 1½ No.	375	b .32	c .37	.36	.70			23	
24	For 3-inch wagon, 9 feet 6 inches long by 3½ by 1½ No.	790	b .32	c .37	.36	.98			24	
25	For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1½ No.	730	b .32	c .37	.36	1.05			25	
26	For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1½ No.	525	b .32	c .37	.36	1.05			26	
	Skeins, wagon, packed in cases or barrels:									
27	2½ by 7½ inches, not less than 34 pounds per set	16	c .89	c .90	1.02	1.12			27	
28	2½ by 8 inches, not less than 44 pounds per set	35	c 1.04	c 1.05	1.19	1.30			28	
29	3 by 9 inches, not less than 54 pounds per set	100	c 1.19	c 1.20	1.35	1.50			29	
30	3½ by 10 inches, not less than 68 pounds per set	100	c 1.48	c 1.50	1.69	1.88			30	
31	3½ by 11 inches, not less than 82 pounds per set	26	c 1.63	c 1.66	1.88	2.12			31	
32	Sleds, bob	20						12.40	32	
33								9.40	33	

a Dry.

b Part dry.

c Only quantity called for.

d In the white, no irons.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

Number.	CLASS No. 13. WAGONS AND WAGON FIXTURES—continued.	Quantity awarded.	Points of delivery.								Number.
			Chicago.							Not stated	
			Frederick K. Mans.	John T. Llewellyn.	Frank H. Tubhill.	Harry B. Lyford.	Chas. A. Kimbark.	Josiah J. Parkhurst.	Nelson J. Riley.			Geo. W. Trout.
1	Spokes, hickory buggy, 1½-inch, "A select," cased, sets.	35	b 1.50				2.05	1.85			1
2	Spokes, wagon, "B select," cased:										
3	1½-inch.....sets..	17	b 1.00				1.80	1.20	3.65		2
4	1½-inch.....do..	27	b 1.00				1.80	1.20	3.27		3
5	2-inch.....do..	120	b 1.25				1.85	1.82	4.69		4
6	2½-inch.....do..	290	b 2.25				2.00	2.05	3.53		5
7	2½-inch.....do..	50	b 2.30				2.00	2.05	4.65		6
8	2½-inch.....do..	11	b 2.40				2.20	2.40	3.49		7
9	2½-inch.....do..	16	b 2.55				2.20	2.40	4.65		8
10	3-inch.....do..	15	b 2.65				2.60	2.70	3.90		9
11	Spokes, wagon, "A extra select," cased:								5.61		10
12	3½-inch.....sets..	1	b 2.75				3.35	3.65	4.25		11
13	3½-inch.....do..	22	b 3.90				4.40	4.05	6.20		12
14	Springs, for wagon seats, 2-leaf, 26 by 1½ inches, per pair.....No..	1,725	.38		.45	.33			4.20		13
15	Springs, wagon, elliptic, per pound.....No..	60	.0365		.04½				6.20		14
16	Tongues, white oak, butt cut, tough:								4.50		15
17	For 2½-inch wagon, 11 feet long, 3½ inches wide and 3½ inches thick at hounds, with gradual taper to 2 inches full round at front end, and back of hounds tapering to 2½ inches square, number.....	280	c.65				.72	.72	9.75	4.65	16
18	For 3-inch wagon, same as for 2½-inch.....No..	370	c.65				.72	.72	11.31		17
19	For 3½-inch wagon, same as for 2½-inch.....No..	420	c.65				.72	.72	10.53		18
20	For 3½-inch wagon, same as for 2½-inch.....No..	300	c.65				.72	.72	11.31		19
21	Whiffletrees, hickory, wagon, oval, 2½-inch center, 36 inches long:										20
22	Full ironed, with wrought strap irons and hooks at ends and clamp iron with rings at center, cased.....No..	2,780	c.21	.19			.28	.24	.65		21
23	Plain, cased.....do..	810	c.23	.21			.07	.06½	.27	a2.20	22
24	Yokes, neck, hickory, wagon, 2½-in. center, 38 inches long: Full iron, cased.....No..	1,060	c.24	.26			.32	.33	.60	a3.25	23
25	Plain, turned to shape and size, cased.....No..	215	c.06	.07			.08½	.08	.30		24
26	Additional for training schools.		c.07								25
27	Road scrapers, iron, No. 5.No.	8	3.80			3.55					26
28						3.70					27
29											28
30											29
31											30
32											31
33											32
34											33
35											34
36											35
											36

a Per dozen.

b Dry.

c Part dry.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

WAGONS AND WAGON FIXTURES—Continued.

Number.	CLASS NO. 13. WAGONS AND WAGON FIXTURES—continued. [Prices of wagons include body or box brake, eveners, lower box, neck yoke, singletrees, stay chain, and tongue, and flat-iron strengthening bar under the whole length of axles.]	Quantity awarded.
1	Wagons, complete, narrow track, 4 feet 8 inches, hickory axletrees, bent or square or coach, front hounds:*	
2	2½ by 8 inch thimble skein, tires 1½ by 7/8.....No.	67
	3 by 9 inch thimble skein, tires 1½ by ¾.....do.	99
3	Wagons, complete, narrow track, 4 feet 8 inches, hickory axletrees, square or coach, front hounds:*	
4	3½ by 10 inch thimble skein, tires 1½ by ¾.....No.	116
	3½ by 11 inch thimble skein, tires 1½ by ¾.....do.	3
5	Wagons, complete, wide track, 5 feet 2 inches, hickory axletrees, bent or square or coach, front hounds:*	
6	2½ by 8 inch thimble skein, tires 1½ by 7/8.....No.	100
	3 by 9 inch thimble skein, tires 1½ by ¾.....do.	60
7	Wagons, complete, wide track, 5 feet 2 inches, hickory axletrees, square or coach, front hounds:*	
8	3½ by 10 inch thimble skein, tires 1½ by ¾.....No.	89
	3½ by 11 inch thimble skein, tires 1½ by ¾.....do.	41
9	Bows.....	
10	Covers (according to specification on page 150).....	
11	Spring seats.....	
12	Top boxes.....	
13	Bidders are requested to quote prices for wagons with California brakes, for wagons with clipped gear and California brakes, and also for wagons adapted to the Pacific coast climate, with California brakes, delivered at San Francisco. All wagons to be delivered in San Francisco for the Pacific coast must be provided with California brakes. Tires for Western wagons with steel skein and clipped gear must be as follows: 2½ by 8½, 1½ by ¾; 3 by 9, 1½ by ¾; 3½ by 10, 1½ by ¾; 3½ by 11, 1½ by ¾. Bids will also be considered for wagons with steel tubular axles of the following sizes, with and without self-oiling attachment, with body or box brakes, also with California brake, viz:	
14	2½ by 8 inches.....	
15	2½ by 9 inches.....	
16	2½ by 10 inches.....	
17	2½ by 11 inches.....	

* Sizes of bodies to be as follows: 2½-inch wagon, 10 feet 6 inches long, 12-inch lower box, 8-inch upper box; 3-inch wagons, 10 feet 6 inches long, 14-inch lower box, 8-inch upper box; 3½-inch wagon, 10 feet 6 inches long, 14-inch lower box, 10-inch upper box; 3¾-inch wagon, 10 feet 6 inches long, 16-inch lower box, 10-inch upper box. All boxes to have bow staples. Wagons to have one priming coat and two heavy coats of paint before varnishing, and to be subject to two inspections: First, in the white, when ready for painting; second, when painted and ready for shipment.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

Number.	Points of delivery.							Number.
	Chicago, Ill.		San Francisco, Cal.			Kansas City.		
	Frank D. Suydam.	Nelson J. Riley.	Frank D. Suydam.	Nelson J. Riley.	Lawrence School.			
	(o) † a 33.00	(o) † b 35.00	31.92	(o) † b 50.70	(o) † b 52.80	-----	-----	1
	† a 35.00	† b 37.00	34.41	† b 51.90	† b 54.00	j 51.61	m 40.00	2
	† a 37.00	† b 39.00	36.53	† b 54.10	† b 56.50	k 54.13	n 40.00	3
	† a 39.00	† b 41.00	39.55	† b 56.60	† b 59.00	l 56.33	-----	4
	† a 33.00	† b 35.00	31.92	† b 50.70	† b 52.80	-----	-----	5
	† a 35.00	† b 37.00	34.41	† b 51.90	† b 54.00	-----	-----	6
	† a 37.00	† b 39.00	36.53	† b 54.10	† b 56.50	-----	-----	7
	† a 39.00	† b 41.00	39.55	† b 56.60	† b 59.00	-----	-----	8
	.50		.50	.75		-----	-----	9
	1.50		1.90	2.00		-----	-----	10
	c 1.75		1.85	2.25		-----	-----	11
	d 2.00			2.50		-----	-----	12
						-----	-----	13
	e 35.00	e 37.00	-----	e 52.70	-----	-----	-----	14
	f 37.00	f 39.00	-----	f 53.90	-----	-----	-----	15
	g 39.50	g 41.50	-----	g 56.60	-----	-----	-----	16
	h 42.00	h 44.00	-----	h 59.60	-----	-----	-----	17

† Tires 1½ by 7/8.
 † Tires 1½ by ¾.
 a Cast skein, clipped gears, box brake.
 b Cast skein, clipped gears, gear brake.
 c 8-inch.
 d 10-inch.
 e 2 by 8 inch.
 f 2½ by 9 inch.
 o For San Francisco delivery, in car loads only. I offer amount specified in bid, subject to increase or decrease in amount if specified before August 1 next, but not beyond that date.

g 2½ by 10 inch.
 h 2½ by 11 inch.
 i 2½ by 8 inch.
 j 11 wagons awarded for the Pacific coast.
 k 22 wagons awarded for the Pacific coast.
 l 8 wagons awarded for the Pacific coast.
 m 10 only.
 n 20 only.

Abstracts of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS.

Number.	CLASS NO. 14. GLASS, OILS, AND PAINTS.	Quantity awarded.	Points of delivery.			
			Meyer Bros. Drug Co.	Frederick K. Mans.	Herbert D. Cutler.	George R. Barclay.
			Chicago and St. Louis.	Chicago.	Kansas City.	St. Louis.
1	Borax.....lbs..	440	.08 $\frac{1}{2}$	.0745	.085	.075
2	Brushes:					
3	Calcimine, all bristles, 7-inch.....doz..	26	7.12 8.76 11.83 21.15 26.50			9.00 18.42
4	Marking, bristle, assorted.....do..	9	.15			.16
5	Brushes, paint, round, all bristle, full size:					
6	No. $\frac{3}{4}$.....do..	15 $\frac{1}{2}$	4.40			
7	No. $\frac{1}{2}$.....do..	21 $\frac{1}{2}$	6.85			
8	No. $\frac{3}{8}$.....do..	20	10.56			
9	No. $\frac{1}{4}$.....do..	20	16.25			
10	Brushes, paint, all Chinese bristles, flat:					
11	3-inch.....do..	27	4.25			
12	4-inch.....do..	38	6.49			
13	Brushes:					
14	All bristles, sash tools, No. 6.....do..	28	.54 .88 .85			
15	Varnish, all bristles, No. 3, full size.....do..	14	1.05 1.29 1.82			
16	Whitewash, all bristles, 8-inch block, with handle, dozen.....do..	31 $\frac{1}{2}$				6.60

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS.

Number.	Points of delivery.											Number.
	Chicago.		N. Y. or Chicago.	Chicago.								
	Harry B. Ly- ford.	The Manhat- tan Supply Co.	James W. So- per.	Harry Chan- non.	Robert M. Fair.	H. M. Hooker Co.	Irvin S. White.	Gorham B. Coffin.	Chicago Brush Co.	Benjamin B. Felix.	Rid-diford Bros.	
1	.07 $\frac{1}{2}$											1
2	7.49 12.89	13.00 18.00	11.22 25.50	14.90 9.32 5.55	10.50 15.30 6.30	21.50 17.97 11.74	12.25	10.00 14.75 6.00	9.75 12.00 15.00 18.00	18.50	8.21 9.71 9.91	2 3 4
5	.14 $\frac{1}{2}$			.18	.18	.45 .20	.15	.18		.30	.15 $\frac{1}{2}$.37	5 6 7 8
9	1.99 3.02 1.99			3.23 2.67 2.23	2.30 2.75 4.75	4.20	4.25	2.25 2.70 3.25	2.45 2.80 2.85 2.90 3.50 3.75	5.00	2.63 3.31	9 10 11 12 13 14
15	2.74 4.32 2.73			4.20 3.82 2.83	2.90 3.95 7.00	6.39	6.25	2.85 3.85 4.25	3.15 3.65 3.75 3.85 4.60 5.15	7.50	4.07 4.95	15 16 17 18 19 20
21	3.91 6.05 3.52			6.05 5.45 3.87	4.00 5.65 9.00	9.36	9.25	3.90 5.50 6.10	4.55 4.60 5.20 5.60 6.25 8.05	11.00	5.31 8.13	21 22 23 24 25 26
27	6.61 9.07 5.22			9.69 8.85 6.83	7.00 9.00 14.50	13.00	12.75	6.90 8.90 9.75	6.45 7.70 8.70 9.00 11.55		8.65 12.95	27 28 29 30 31 32
33	1.00 1.70 1.80 2.07	1.80	1.61	2.22 1.97 1.38	1.50 2.30 2.00	4.14 2.45 2.10	1.17	1.40 2.25 2.00	1.50 2.55 3.05 3.15 4.65 5.95	1.50	1.41 1.51 2.61	33 34 35 36 37 38
39	5.50 1.46 2.80 3.00 3.45 8.50	3.25	2.94	3.88 3.58 2.38	2.50 4.00 3.75	6.68 3.96 3.44	1.65	2.40 3.90 3.55	2.80 4.15 4.85 5.55 7.00 8.40	2.50	1.97 2.67 3.91	39 40 41 42 43 44
45	.36 .86			1.09 .78 .48	.50 .80 1.10	1.15 .75 .88	.60	.48 .78 1.10	.60 .85 .90 2.20	.40	.49 .75	45 46 47 48
49	1.03 1.54 2.24	1.60 1.95	1.44 1.86	2.50 1.25 1.20	1.50 1.25 2.50	3.45 1.35 1.18	1.17	1.20 1.25 2.50	1.25 1.80 2.00 2.10 3.00		1.43 1.75 3.75	49 50 51 52 53
54	7.80 3.25 5.49	6.40 6.70	5.91 6.17	11.18 6.25 5.60	5.75 11.50		4.75	5.60 6.25 11.00	4.40 5.25 5.65 5.75 7.05 8.50	4.50 9.50	5.27 6.07	54 55 56 57 58 59

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued. [All glass must be Eastern or New York classification, "A" quality.]	Quantity awarded.	Harry Channon.	William Sprague.	Meyer Bros. Drug Co.	Number.
			Points of delivery.			
			Chicago.		St. Louis.	
1	Coal tar..... gals.	292	α 3. 60		.08	1
2	Glass, window (single thickness):					
3	8 by 10..... boxes..	* 66		2. 28		2
4	8 by 28..... box..	1		2. 78		3
5	9 by 12..... boxes..	29		2. 28		4
6	9 by 14..... do..	15		2. 28		5
7	9 by 15..... do..	11		2. 28		6
8	9 by 16..... do..	11		2. 28		7
9	9 by 18..... do..	5		2. 58		8
10	10 by 12..... do..	120		2. 28		9
11	10 by 14..... do..	77		2. 28		10
12	10 by 16..... do..	34		2. 58		11
13	10 by 18..... do..	18		2. 58		12
14	10 by 20..... do..	15		2. 58		13
15	10 by 22..... do..	11		2. 58		14
16	10 by 24..... do..	12		2. 58		15
17	10 by 30..... do..	11		2. 78		16
18	10 by 38..... box..	1		3. 20		17
19	11 by 17..... boxes..	6		2. 58		18
20	11 by 31..... do..	3		3. 20		19
21	12 by 14..... do..	24		2. 58		20
22	12 by 16..... do..	45		2. 58		21
23	12 by 18..... do..	28		2. 58		22
24	12 by 20..... do..	13		2. 58		23
25	12 by 22..... do..	10		2. 58		24
26	12 by 24..... do..	8		2. 78		25
27	12 by 26..... do..	10		2. 78		26
28	12 by 28..... do..	28		2. 78		27
29	12 by 30..... do..	17		3. 20		28
30	12 by 32..... do..	6		3. 20		29
31	12 by 34..... do..	25		3. 20		30
32	12 by 36..... do..	23		3. 20		31
33	12 by 38..... do..	5		3. 20		32
34	14 by 16..... do..	16		2. 58		33
35	14 by 18..... do..	10		2. 58		34
36	14 by 20..... do..	11		2. 58		35
37	14 by 22..... do..	4		2. 78		36
38	14 by 26..... do..	7		2. 78		37
39	14 by 28..... do..	17		3. 20		38
40	14 by 30..... do..	19		3. 20		39
41	14 by 32..... do..	23		3. 20		40
42	14 by 34..... do..	4		3. 20		41
43	14 by 36..... do..	8		3. 20		42
44	14 by 38..... do..	8		3. 40		43
45	14 by 42..... do..	3		3. 70		44
46	14 by 44..... do..	2		3. 70		45
47	14 by 48..... box..	1		4. 24		46
48	15 by 18..... boxes..	4		2. 58		47

* No award on glass.

α Barrels of 50 gallons, \$3.60 each. Cans of 5 gallons, \$1.20 each; 3 gallons, 70 cents each; 2 gallons, 48 cents each; 1 gallon, 24 cents.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued. [All glass must be Eastern or New York classification, "A" quality.]	Quantity offered. No award.	William Sprague.		
			Point of delivery.		
			Chicago.		
Number.				Number.	
	Glass, window (single thickness)—Continued.				
1	15 by 20	* 3	2.78	1	
2	15 by 24	3	2.78	2	
3	15 by 26	2	3.20	3	
4	15 by 28	10	3.20	4	
5	15 by 32	14	3.20	5	
6	15 by 34	3	3.20	6	
7	15 by 36	26	3.40	7	
8	15 by 40	10	3.70	8	
9	16 by 18	12	2.58	9	
10	16 by 20	10	2.78	10	
11	16 by 22	5	2.78	11	
12	16 by 24	5	2.78	12	
13	16 by 26	3	3.20	13	
14	16 by 30	1	3.20	14	
	Glass, window (double thickness):				
15	16 by 36	6	4.46	15	
16	16 by 44	1	4.90	16	
17	17 by 52	1	5.60	17	
18	18 by 18	2	3.75	18	
19	18 by 20	3	3.75	19	
20	18 by 24	6	4.18	20	
21	18 by 30	1	4.18	21	
22	18 by 32	1	4.18	22	
23	18 by 36	3	4.46	23	
24	18 by 42	6	4.90	24	
25	20 by 24	2	4.18	25	
26	20 by 26	2	4.18	26	
27	20 by 28	1	4.18	27	
28	20 by 36	1	4.90	28	
29	20 by 42	1	5.60	29	
30	20 by 48	1	5.60	30	
31	22 by 24	2	4.18	31	
32	22 by 26	3	4.18	32	
33	22 by 28	1	4.18	33	
34	24 by 26	1	4.18	34	
35	24 by 30	1	4.46	35	
36	24 by 32	1	4.90	36	
37	24 by 34	13	4.90	37	
38	24 by 36	9	4.90	38	
39	26 by 30	2	4.90	39	
40	26 by 34	2	5.60	40	
41	26 by 36	3	5.60	41	
42	26 by 38	1	5.60	42	
43	26 by 44	1	5.60	43	
44	26 by 48	1	6.64	44	
45	27 by 40	1	5.60	45	
46	28 by 34	7	5.60	46	
47	28 by 36	2	5.60	47	
48	32 by 40	2	6.64	48	
49	40 by 47	2	7.00	49	

* No award on glass.

Abstracts of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Points of delivery.							
			Meyer Bros. Drug Co.	Frederick K. Mans.	Samuel C. Pirie.	Herbert D. Cutler.	Charles A. Childs.	George R. Jenkins.	Levi Carter.	
			St. Louis and Chicago.	Chicago.	Kansas City.	New York and Chicago.	Chicago.	Omaha.		
1	Glazier's glass cutters.....No.	58	2.75			a1.00				
2			2.25							
3			4.50							
4	Glue:									
5	Cabinetmaker's.....lbs.	640	.12 ¹			.09				
6	Liquid, prepared, in cans, cased,qts..	160	.15			.08				
7	Hard oil, light, in 1 and 5 gallon cans, cased.....galls.	430	.38	.33						
8			.80			.99	1.40			
9						.79	.75			
10						.94	.54			
11						.74				
12	Japan, house painter's, in cans, cased, gallons.....	200	.50			.59	.45			
13						.54	.33			
14							.32			
15	Lampblack:									
16	In 1-pound papers.....lbs.	170	.08			.08 ¹	.10 ¹			
17	Pure, in oil, good strength.....do.	350	.12 ¹			.11	.08 ¹			
18	Lead:									
19	Red, standard quality, dry, not over 100 pounds in a keg or box.....lbs.	2,900				.05 ¹		.0535		
20	White, in oil, pure and best, not over 100 pounds in a keg.....lbs.	52,100				b5.14		.0515		
21	Oakum.....do.	250								
22	Oil:									
23	Harness, in cans, cased (sample of at least 8 ounces required).....galls.	150								
24										
25										
26	Kerosene, water white, flashing point above 150° F. by the standard instruments of the State boards of health of Michigan and New York, in 5-gallon tin cans, cased (sample of 1 gallon required).....galls.	41,775						1145		
27	Oil in cans, cased (sample of at least 8 ounces required):									
28	Lard, good quality.....galls.	1,400				c.54				7.38
29	Linseed, boiled, pure.....do.	4,700				d.49				7.33
30	Linseed, raw, pure.....do.	1,000				e.52				7.45
31	Lubricating, mineral, crude.....do.	2,000				f.51				7.44
32										.15 ¹
33	Oil, sewing machine.....bots.	2,000	.03	.02 ¹						.14 ¹
34			.05 ¹				i.3.60	j.02		.02 ¹
35	Paints:							k.02 ¹		
36	Chrome green, dry.....lbs.	285	.04			.05	.06 ¹			.052
37	Chrome green, in oil.....do.	600	.12 ¹			.10	.06 ¹			.05 ¹
38						.11				.08 ¹
39	Chrome yellow, dry.....do.	300	.04			.06				.06
40										.07 ¹
41	Chrome yellow, in oil.....do.	500	.16 ¹			.11	.09			.06
42						.12				.10 ¹

a Per dozen.
b 25,000 pounds only.

c 1 gallon, 1,335 gallons only.
d 5 gallons, 1,335 gallons only.

e 2,000 gallons only.
f 1,000 gallons only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	Points of delivery.	Points of delivery.										Number.
		New York.	()	Chicago.								
1												1
2												2
3												3
4												4
5												5
6												6
7												7
8												8
9												9
10												10
11												11
12												12
13												13
14												14
15												15
16												16
17												17
18												18
19												19
20												20
21												21
22												22
23												23
24												24
25												25
26												26
27												27
28												28
29												29
30												30
31												31
32												32
33												33
34												34
35												35
36												36
37												37
38												38
39												39
40												40
41												41
42												42

* Chicago, St. Louis, Omaha, or Kansas City in shipments of not less than 100 pounds each.
g Per hundredweight. h Two 5-gallon cans in a case. i Per gross, j 2 ounces. k 4 ounces. l Only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Points of delivery.			
			Meyer Bros. Drug Co.	Herbert D. Cutler.	Chas. A. Childs.	Brooklyn Varnish Manufacturing Co.
			Chic. & St. L.	Kansas City.	Chicago.	New York.
Paints—Continued.						
1	English vermilion, in oil	470	.85	.55		
2	Ivory, drop black, in oil	525	.12½	.10	.10	
3				.11		
4	Indian red, in japan	250	.12	.17	.09	
5	Ocher, French, yellow, dry	800		.01½	.02	
6				.01½		
7	Ocher, French, yellow, in oil, for tinting... do..	375	.07	.05	.03	
8				.06	.04½	
9	Prussian blue, in oil, for tinting... do..	225	.33	.22	.24	
10				.17		
11	Roof, red oxide, mineral, in cans, cased.. galls..	2,550	.50	.40	.44	
12				.35		
13						
14	Sienna, burnt, in oil, for tinting	225	.10	.095	.08	
15						
16	Sienna, raw, in oil, for tinting... do..	120	.10	.095	.08	
17						
18	Venetian red, for tinting	950	.015	.05	.044	
19				.06	.03	
20						
Paper:						
21	Building	23,300				
22	Tarred, packed in crates, strapped	19,800				
23	Pitch	* 310				
24	Putty, in 5 and 10 pound tins, cased	4,650		.02½		
25						
26	Resin, common	270		.01½		
27	Stain, oak	60		1.20	.80	
28				1.10	.75	
29	Turpentine, in cans, cased	1,800		.53		
30	Umber, burnt, in oil, ground, in 1 and 2 pound tins, cased... lbs..	535	.10	.08	.07½	
31				.09		
32	Varnish, coach, good quality, for interior use galls..	100	1.25	1.00	1.50	.90
33				.95	1.25	.73
34					.70	.60
Varnish, wagon, heavy durable body, cased (sample of at least 8 ounces required):						
35	1-gallon cans	80		1.45	1.15	1.05
36					.90	
37					.825	
38	5-gallon cans	45		1.40	1.15	1.05
39					.90	
40					.80	
41	Whiting, extra, gilder's bolted	3,600		a .90		
Additional for training schools.						
42	Paint, Eng. vermilion, in japan	20	.90			
43	Umber, raw, in oil, ground	20	.10			
44						

* No bid.
† Chicago, St. Louis, Omaha, or Kansas City in shipments of not less than 100 pounds.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	(†)	Points of delivery.										Number.	
		Billings, Taylor & Co.	Harry Channon.	William Sprague.	Alex. H. Levy.	Thomas Neal.	Robert M. Fair.	H. M. Hooker Co.	Standard Oil Co.	Irwin S. White.	Gorham B. Coffin.		Harry B. Lyford.
		Chicago.											
1	.62					.54					.55	.66	1
2	.11				.07	.072			.07		.09½	.119	2
3	.10										.06½		3
4	.15					.14			.16		.15	.175	4
5	.01½								.02		.01½	.012	5
6											.02½		6
7	.08				.03½	.052			.04		.05½	.073	7
8											.03½		8
9	.25					.172			.16		.16	.33	9
10											.09		10
11	.70				.25	.314	.43		.44		.34½		11
12											.37		12
13											.42		13
14	.12					.072			.07		.09	.103	14
15	.11										.05		15
16	.12					.072			.07		.09	.103	16
17	.11										.05		17
18	.08					.049			.04		.055	.07	18
19	.06										.035		19
20													20
21		a .98										a .77	21
22		a 2.00										a 1.05	22
23													23
24			a 2.65						.0175		.02½		24
25			a 2.45								.02		25
26		.03										.01½	26
27	.70				.59				.84		.60	.95	27
28													28
29								b .38			.54	.49	29
30	.10½				.05	.067			.07		.08	.094	30
31						.05					.04½		31
32	1.05				.49			.90			.77	c .60	32
33	1.00							.85			.95		33
34													34
35	1.20				.84			1.15			1.05	1.22	35
36	1.00							1.00			.80		36
37													37
38	1.15				.79			1.15			.75	1.18	38
39	.95							1.00			1.00		39
40													40
41									.02		.01½		41
42	.65										.60	.69	42
43	.105										.08	.094	43
44											.04½		44

a Per hundredweight.

b Two 5-gallon cans in a case.

c In barrels.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

TIN AND STAMPED WARE, ETC.

Number.	CLASS No. 15. TIN AND STAMPED WARE, ETC.	Quantity awarded.	Points of delivery.		
			Chicago.	St. Louis.	
				Wm. Gender.	Edward S. Pierce.	George R. Barclay.
1	Boilers, wash, IX tin, flat copper bottom, size 21 by 11 by 13 inches, iron-drop handles, riveted, No. 8 ...doz.	140	8.50		7.30
2			9.00		
3	Buckets, water, galvanized iron, corrugated bottoms, 4-gallon, full size ...doz.	275	3.00		3.00
4	Candlesticks, planished tin, 6-inch ...do.	4 ¹²	.30		
5	Cans:				
6	Kerosene, 1-gallon, common top ...do.	30	1.15		1.15
7			1.40		
8			1.60		
9	Milk, all steel, 32-quart ...No.	85	1.25		1.53
10			1.40		1.42
11	Coffee boilers, full size, riveted, plain tin, riveted spout and handle:				
12	2-quart ...doz.	66	1.05		.80
13			1.30		
14	4-quart ...do.	220	1.60		1.10
15			2.40		
16	6-quart ...do.	50	1.85		1.40
17			3.00		
18	Coffee mills:				
19	Iron hopper box ...do.	50		.15	3.85
20				.12	1.32
21					2.34
22					
23	Side, No. 1 ...do.	34		.14 ¹	2.47
24				.18	1.34
25				.14	
26	With wheel, capacity of hopper 6 pounds ...No.	1			27.85
27	Cups, full size, stamped tin, retinned, riveted handle:				
28	Pint ...doz.	450	.40		.38
29					
30	Quart ...do.	71	.80		.43
31	Dippers, water, 1-quart, full size, long iron handles, riveted ...doz.	268	.65		
32			.70		
33	Funnels, full size, plain tin:				
34	1-quart ...do.	16	.30		.28
35					
36	2-quart ...do.	7	.40		.40
37	Kettles, wrought-steel hollow ware:				
38	8-quart ...do.	4			
39					
40	12-quart ...do.	127			
41					
42	14-quart ...do.	129			
43					
44					
45					
46	Pails, water, heavy tin, retinned:				
47	10-quart ...do.	64	2.75		1.65
48			3.05		2.75
49	14-quart ...do.	75	3.25		2.10
50			3.50		3.25
51	Pans, bake, sheet-iron:				
	12 by 19 ...No.	226			
	15 by 20 ...do.	270			

¹ No bid.

² Bids "only" on all goods.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.

Number.	Points of delivery.	Points of delivery.					Number.	
		Chicago.	Can supply—	Chicago.				
				Frank Gould.	Charles G. Dennison.	Cleveland Stamping and Tool Co.		Carlisle School.	Harry B. Lyford.	Frank F. Claymier.
1							1	
2			2 7.00			7.10	11.80	2
3		3.24	1.85			3.24	12.60	3
4						.30		4
5						.27 ¹		5
6		1.20				1.04	1.24	6
7							1.33	7
8			1.85			1.25		8
9						1.00		9
10								10
11			2.25		a 1.05	1.53	1.85	11
12			1.75				2.65	12
13			2.80		a 1.60	2.04	2.10	13
14			2.20				3.40	14
15			3.60		b 1.85	2.55	2.60	15
16							4.30	16
17		3.65	3.60			3.52		17
18		3.25	3.15			4.24		18
19						2.64		19
20						3.20		20
21						3.25		21
22						2.60		22
23						2.00		23
24						3.10		24
25						3.60		25
26		14.67				2.00		26
27						.33		27
28			.26		c .27	.25		28
29						.27		29
30			.33		d .65	.65		30
31			.42			.72		31
32								32
33			.27			.36		33
34						.57		34
35						.59		35
36						.80		36
37			5.85	.45		7.20		37
38				.50		7.20		38
39				.60				39
40			6.83	.55		8.28		40
41				.60		8.28		41
42				.70				42
43			7.80	.60		10.20		43
44				.70		10.20		44
45				.80				45
46			2.20		e 1.65	3.25		46
47						2.50		47
48			2.50		a 2.10	3.75		48
49						3.50		49
50			.09			.08 ¹		50
51								51

a 12 dozen.

b 2 dozen.

c 24 dozen.

d 16 dozen.

e 23 dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

TIN AND STAMPED WARE.—Continued.

Number.	CLASS NO. 15. TIN AND STAMPED WARE— continued.	Quantity awarded.	Points of delivery.								Number.	
			William Geuder.	Geo. R. Barclay.	Charles G. Den- nison.	Harry B. Lyford.	Frank Gould.	Cleveland Stamp- ing and Tool Co.	Carlisle School.	Edward H. Pit- kin.		
			Chicago.	St. Louis.	Chicago.*	Chicago.	Chicago.	Chicago.	Can sup- ply.	Chicago.		
	Pans, dish, full size, IX stamped tin, retinned:											
1	12-quart doz..	162	2.05	2.00	1.90	1.75	.....	.....	.....	.....	.....	1
2			2.50			2.25						2
3	18-quart do..	125	2.90	2.40	2.70	2.60	.....	.....	.....	.....	.....	3
4			3.50			3.00						4
5	Pans:											
6	Dust, japanned, heavy... do..	125	.50	.53	.44	.48	.60	.....	.....	.....	.....	5
7			.55			.63						6
8	Fry, No. 4, wrought steel, polished, 8 inches across bottom doz..	116	.....	.85	.72	.90	.....	.15	.....	.....	.....	7
9					1.15	1.00						8
10	Pans, tin, stamped tin, retinned:											
11	1-quart doz..	62	.40	.33	.28	.30	.....	.....	.....	.....	.....	9
12						.33						10
13	2-quart do..	151	.65	.41	.38	.42	.....	.....	a 38	.....	.....	11
14						.56						12
15	4-quart do..	110	.80	.62	.56	.72	.....	.....	b 56	.....	.....	13
16			1.00			.91						14
17	6-quart do..	80	1.10	.85	.70	.96	.....	.....	.....	.....	.....	15
18			1.25			1.12						16
19	8-quart do..	56	1.35	.91	.78	1.08	.....	.....	.....	.....	.....	17
20			1.60			1.23						18
21	Plates, stamped tin, 9-inch:											
22	Jelly, baking, deep..... do..	35	.30	.28	.24	.27	.....	.....	.....	.....	.....	19
23						.31						20
24	Pie do..	420	.21	.21	.19	.19	.....	.....	.....	.....	.....	21
25	Scoops, grocer's hand:											
26	No. 20..... do..	7	1.50	1.10	1.12	1.23	.....	.....	.....	.....	.....	22
27	No. 40..... do..	11	2.50	1.68	1.44	1.51	.....	.....	.....	.....	.....	23
28	Shears, tinner's:											
29	Bench, No. 4, Wilcox's.... No.	6	.....	2.97	2.95	3.19	.....	.....	.....	.....	.....	24
30	Hand, No. 7..... do..	25	.....	1.08	1.30	1.38	.....	.....	.....	.....	.....	25
31												26
32	Hand, No. 7, curved do..	1	.....	1.28	.....	1.94	.....	.....	.....	.....	.....	27
33	Hand, No. 9..... do..	9	.....	2.74	.....	.83	.....	.....	.....	.....	.....	28
34				.64	.79	.....	.....	.....	.....	.....	.....	29
35	Solder, medium quality..... lbs.	1,250	.....	.78	.....	.....	.....	.....	.....	.....	.....	30
36				.123	.....	.165	.....	.....	.....	.....	.....	31
37						.154	.....	.....	.....	.....	.....	32
38						.144	.....	.....	.....	.....	.....	33
39						.124	.....	.....	.....	.....	.....	34
40	Soldering irons:											
41	1 1/2 pounds, each, per pair, pairs..	16	.....	.66	.72	.66	.....	.....	.....	.....	.....	35
42	2 pounds each, per pair, pairs..	15	.....	.88	.96	.88	.....	.....	.....	.....	.....	36
43	Spoons:											
44	Basting, tinned iron, heavy, doz.....	44	.....	.35	.42	.21 1/2	.....	.....	.....	.....	.....	37
45				.44	.51	.27	.....	.....	.....	.....	.....	38
46				.54	.61	.45	.....	.....	.....	.....	.....	39
47				.64	.....	.43 1/2	.....	.....	.....	.....	.....	40
48				.74	.....	.51 1/2	.....	.....	.....	.....	.....	41
49						.60	.....	.....	.....	.....	.....	42
50	Table, tinned iron, heavy, doz..	860	.....	.19	.11	.20 2/3	.21 1/2	.....	.....	.....	.....	43
51					.09	.17	.....	.....	.....	.....	.....	44
52					.09	.12 1/2	.....	.....	.....	.....	.....	45
53					.08	.....	.....	.....	.....	.....	.....	46
54	Tea, tinned iron, heavy ..do...	1,350	.....	.095	.06	.09 1/2	.10 1/2	.....	.....	.....	.....	47
55					.055	.14 1/2	.....	.....	.....	.....	.....	48
56					.05	.07 1/2	.....	.....	.....	.....	.....	49
57					.04	.....	.....	.....	.....	.....	.....	50

* "Only" on all goods.

a 12 dozen.

b 8 dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

TIN AND STAMPED WARE.—Continued.

Number.	CLASS No. 15. TIN AND STAMPED WARE— continued.	Quantity awarded.	William	Edward	Geo. R.	Frank	Chas. G.	N. & G.	Harry B.	Number.	
			Gender.	S. Peirce.	Barclay.	Gould.	Denni- son.	Taylor Co.	Lyford.		
			Points of delivery.								
		Chic.			St. Louis.			Chicago.			
1	Strainers: Milk, IX tin, 12-inch doz..	24	1.00				.96			2	1
2			1.50							3	2
3	Vegetable, steel, large size.....No..	140								4	3
4	Teapots, planished tin, 4-pint, round copper bottom..doz..	26	2.20		2.15		2.35			5	4
5										6	5
6	Tin, sheet, IC, charcoal, bright: 10 by 14 inches.....boxes..	9					6.00	d 7.00	5.65	7	6
7								d 6.25		8	7
8								d 5.50		9	8
9								d 4.75		10	9
10	12 by 12 inches.....do...	3					6.00	d 7.25	5.86	11	10
11								d 6.50		12	11
12								d 5.75		13	12
13								d 5.00		14	13
14	14 by 14 inches.....do...	1					9.00	d 10.15	8.61	15	14
15								d 9.10		16	15
16								d 8.05		17	16
17								d 7.00		18	17
18	14 by 20 inches.....do...	25					6.00	e 7.00	5.65	19	18
19							4.75	e 6.25	5.00	20	19
20								e 5.50		21	20
21								e 4.75		22	21
22	Tin, sheet, IX, charcoal, bright: 10 by 14 inches.....boxes..	7					7.25	d 8.25	7.00	23	22
23								d 7.25		24	23
24								d 6.50		25	24
25								d 5.50		26	25
26	12 by 12 inches.....do...	1					7.25	d 8.50	7.00	27	26
27								d 7.50		28	27
28								d 6.75		29	28
29								d 5.75		30	29
30	14 by 14 inches.....do...	2					10.15	d 11.90	10.36	31	30
31								d 10.50		32	31
32								d 9.45		33	32
33								d 8.05		34	33
34	14 by 20 inches.....do...	15					7.25	e 8.25	7.00	35	34
35							6.00	e 7.25	5.85	36	35
36								e 6.50		37	36
37								e 5.50		38	37
38	12 by 24 inches.....do...	16						e 8.50	7.50	39	38
39								e 7.50		40	39
40								e 6.75		41	40
41								e 5.75		42	41
42	14 by 60 inches, boiler.do...	1						e 32.65	28.00	43	42
43								e 28.60		44	43
44								e 26.50		45	44
45								e 24.50		46	45
46	Wash basin, stamped tin, flat bottom, retinned, 11 inches, dozen.....	440	.65	.46			.65		.72	47	46
47			.80	.65			.57		.59	48	47
48				.44						49	48
49				.64						50	49
50				.39						51	50
51				.56						52	51
52	Washtubs, galvanized iron, in nests of three sizes, one each, 19½ inches, 21½ inches, and 23½ inches in diameter, by 10½ inches deep, inside measure; with corrugated bottom, heavy wire in top and bottom rims, and heavy drop handles.....doz...	215	a 1.35	a 1.50	4.75	b 5.70	4.65		5.39	53	52
53				5.33			5.15			54	53
54				5.98			5.75			55	54
55	Zinc, sheet, 36 by 84 inches, No. 9.....lbs..	13,500					e 8.00		.0762	56	55

a Per nest.
b Per dozen assorted.

c Per 100 pounds.
d 224 sheets to box.

e 112 sheets to box.
f Case of 100 sheets.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

STOVES, HOLLOW WARE, PIPE, ETC.

Number.	CLASS NO. 16. STOVES, HOLLOW WARE, PIPE, ETC.	Quantity awarded.	Points of delivery.		
			Chicago.	St. Louis.	All points.
	Caldrons, iron, portable, with furnace:				
1	20 gallons actual capacity.....No.	2			9.10
2	40 gallons actual capacity.....do.	6			13.83
3	90 gallons actual capacity.....do.	9			
	Coal scuttles:				
4	16-inch, galvanized.....No.	314	a. 20	.20	
5	20-inch, galvanized.....do.	74	a. 35	.29	
	Dampers, stovepipe:				
6	6-inch.....No.	1,885		.046	
7	7-inch.....do.	140		.057	
	Elbows, stovepipe, 4 pieces, No. 26 iron, packed in cases.				
8	Size 6-inch.....No.	2,200		.0385	
9					
10	Size 7-inch.....do.	150		.06	
	Furnaces for—				
13	20-gallon portable caldrons.....No.	5			
14	40-gallon portable caldrons.....do.	9			
15	90-gallon portable caldrons.....do.	4			
	Ovens, Dutch, cast-iron, deep pattern, crated:				
16	10 inches diameter inside.....No.	204			
17	15 inches diameter inside.....do.	6			
	Pipe, stove, patent, No. 26 iron, cut, punched, and formed to shape; nested in bundles; crated:				
19	6-inch.....joints.	16,000		.0787	
20				.0858	
21					
22	7-inch.....do.	625		.099	
23				.10	
24	Polish, stove.....gross.	25		2.70	
25				5.00	
26				4.75	
	Stoves, box, heating, wood:				
27	24 inches long, to weigh not less than 110 pounds. No.	148			3.17
28	27 inches long, to weigh not less than 130 pounds. do.	199			3.62
29	32 inches long, to weigh not less than 145 pounds. do.	159			4.56
30					4.34
31	37 inches long, to weigh not less than 190 pounds. do.	50			6.60
32					5.29

a Only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.

Number.	Points of delivery.										Number.
	Chicago.	All points.	Chicago.			Not stated.	Chicago.	All points.			
			Frank Gould.	George D. Dana.	Charles G. Dennison.			Harry B. Lyford.	Frank F. Claynier.	George H. Trout.		Frederick W. Gardner.	John M. Dwyer.	Channey H. Castle.
										(c)	
				11.03							1
				16.52							2
				21.00							3
					a. 16	.18					4
					a. 35	.29					5
					a. 04	b. 46		.04			6
					a. 05½	b. 62		.05			7
					a. 08	.063		.045			8
						.055		.065			9
						.06		.06			10
						.07		.07			11
						.0785					12
											13
						8.39					14
						11.03					15
						13.63					16
						.36					17
					.32	.82					18
						.92					19
					a. 09	.0945		.08½			20
								.08½			21
					a. 10½	.11		.10			22
								.10½			23
					a. 6.75	4.65		.12½			24
											25
											26
											27
					3.32				3.00	2.44	2.60
					3.53				3.64	3.04	3.10
					4.38				4.50	3.83	3.45
											3.95
											4.45
					5.04				6.31	4.57	4.45

b Per dozen.

c See footnote (d) on page 171.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

Number.	CLASS No. 16. STOVES, HOLLOW WARE, PIPE, ETC.—continued.	Quantity awarded.	Points of delivery.	
			As stated.	
			Chicago.	
	Stoves, cooking, coal, with iron and tin, or wrought steel and tin furniture, complete:*			
1	7-inch, ovens not less than 16 by 16 by 10 inches; to weigh not less than 200 pounds without furniture.....No..	6	a 10.25 b 9.75	
2	8-inch, ovens not less than 18 by 18 by 11 inches; to weigh not less than 240 pounds without furniture.....No..	129	a 10.98 b 10.38	
3	9-inch, ovens not less than 19 by 19 by 12 inches; to weigh not less than 280 pounds without furniture.....No..	22	a 14.34 b 13.59	
4	Stoves, cooking, wood, with iron and tin, or wrought steel and tin furniture, complete:*			
5	6-inch, length of wood 20 inches; oven not less than 14 by 16 by 11 inches; to weigh not less than 180 pounds without furniture..No..	95		
6	7-inch, length of wood 22 inches; oven not less than 14 by 18 by 12 inches; to weigh not less than 225 pounds without furniture..No..	247	a 9.49 b 8.93	
7	8-inch, length of wood 24 inches; oven not less than 19 by 20 by 13 inches; to weigh not less than 270 pounds without furniture..No..	634	a 11.39 b 10.72	
8	9-inch, length of wood 26 inches; oven not less than 21 by 22 by 14 inches; to weigh not less than 310 pounds without furniture..No..	70	a 12.73 b 11.96	
9	Stoves, heating, coal:			
10	14 to 15 inch cylinder, to weigh not less than 135 pounds.....No..	47		
11	16 to 18 inch cylinder, to weigh not less than 175 pounds.....do..	46		
12	Stoves, heating, wood, sheet iron, with outside rods:			
13	32-inch.....do..	19	a 8.50 b 8.18	
14	37-inch.....do..	9		
15	Stoves, heating:			
16	Coal, large size, 22-inch cylinder, to weigh not less than 375 pounds.....No..	24		
17	Combined coal and wood, 22 inches diameter, 24-inch heavy steel drum, to weigh not less than 285 pounds.....No..	21		
18	For lignite coal, grate surface 18 to 20 inches.....do..	60	a 13.00 b 12.50	
19	Stoves, coal, laundry, for heating irons.....do..	32		
20	One stove for 8 irons.....do..			
21	One stove for 10 irons.....do..			
22	Four stoves for 12 irons.....do..			
23	One stove for 14 irons.....do..			
24	One stove for 16 irons.....do..			
25	Two stoves for 18 irons.....do..			
26	Three stoves for 20 irons.....do..			
27	Seven stoves for 24 irons.....do..			
28	Eight stoves for 30 irons.....do..			
29	Two stoves for 36 irons.....do..			
30	One stove for 48 irons.....do..			
31	Stove, wood, laundry, for heating 9 irons.....No..	1		
32	Stoves, heating, hard coal, mounted, base burner:			
33	Fire pot about 12 by 14 inches.....do..	32		
34	Fire pot about 15 by 17 inches.....do..	34		

* Furniture for 8-inch cook stove to consist of the following, viz: 1 iron or steel pot and cover; 1 iron or steel kettle and cover; 1 iron or steel spider; 1 tin steamer and cover; 1 wash boiler and cover, flat copper bottom, 21 by 11 by 13 inches, iron drop handles, riveted; 1 coffee boiler, 6-quart, flat copper bottom; 1 tin teakettle, copper bottom, 8-inch; 1 tin water dipper, 2-quart; 2 square tin pans, 8½ by 12, 1 round pan, stamped each 1½ and 3 quarts; 2 iron or steel dripping pans, 12 by 16 inches, seamless. Furniture for other sizes of cook stoves to be in proportion. All tin furniture to be made of IX tin. Each stove must be accompanied by a joint of pipe, one end of which must fit the pipe collar and the other a 6-inch pipe. The Department reserves the right to waive specifications as to weight and size of all stoves. The weights and sizes above specified are only approximate, and are given to show bidders about what is desired.

† No award. ‡ No bid.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

Number.	Points of delivery.							Number.
	All points.		Chicago.	All points.		St. Louis.	Chicago.	
	As stated.							
	(c)	11.95	12.21	9.48	7.98	(d)		
	12.20	13.40	14.13	10.91	9.48			
	13.16							
	12.40	14.13	14.79	13.89	10.48			
	13.39			14.57				
		9.35	10.42		6.97			
	10.21	10.79	12.96	9.89	8.23			
	11.42			10.37				
	11.04	12.48	15.52	11.90	9.23			
	12.33			11.92				
	11.90	13.21	18.65	13.81	11.23			
	13.40	13.00						
	5.60	f 5.13	9.51	4.59	f 3.65	5.15		
	6.40	f 6.36	12.19	6.92	f 4.48	e 5.65		
		g 7.89	16.90			g 8.24	3.90	
						g 9.50	4.15	
		g 11.62		13.95	9.63			
				11.84	11.73			
	12.20		13.68		11.15			
	13.15							
					h 7.60		10.00	
					h 7.60		10.00	
					h 7.60		10.00	
					h 7.60		12.00	
					h 7.60		12.00	
					h 7.60		12.00	
					i 9.75		12.00	
					i 9.75		12.00	
					j 11.85		22.00	
					j 11.85		26.00	
					j 11.85		26.00	
					13.84			
					17.08			

a All points. } Crating stoves 20 cents each extra; stoves guaranteed to weigh as per specifications, b Chicago. } if wanted.
 c If all deliveries are made in Chicago, deduct 3 per cent from prices bid. If all deliveries are made in St. Louis, deduct 7 per cent from prices bid. If cook stoves are ordered crated, add 30 cents each to prices bid. If heating stoves are ordered crated, add 25 cents each to prices bid, except where bid calls for crates. If stove trimmings are ordered as per sample 2, add 25 cents to prices bid on each size.
 d Offers discount of 5 per cent from price of each article, provided Chicago delivery be accepted on all awarded to him. Wrought-steel hollow ware in place of cast-iron hollow ware for cook stoves at 75 cents per set extra for 6-inch and 7-inch; and \$1 per set extra for 8-inch; \$1.25 per set extra for 9-inch.
 e No sample. f Bottoms crated. g Crated. h 18 irons. i 28 irons. j 38 irons.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE.

Number.	CLASS No. 17. HARDWARE.	Quantity awarded.	Points of delivery.						
			Chicago.			Not stated.	Chicago.		
			(a)						
1 2 3	Adzes, c. s., house carpenter's, 4½-inch, square head.....doz.....	3 1/2							
4	Anvils, wrought-iron, steel face:								
5	100-pound, per pound.....No.....	2	.077						
6	140-pound, per pound.....do.....	5	.077						
7	200-pound, per pound.....do.....	4	.077						
8	Augers, c. s., cut with nut:								
9	1-inch.....doz.....	12 1/2							
10	1½-inch.....do.....	1 1/2							
11	1¾-inch.....do.....	13							
12	2-inch.....do.....	5							
13	Augers, c. s., hollow, adjustable, to cut ¾ to 1 inch.....No.....	16	1.00						
14			3.15						
15	Axes, assorted, 3½ to 4½ lbs., Yankee pattern, inserted or overlaid steel.....doz.....	665							
16									
17			4.40						
18			4.20						
19			3.98						
20			3.72						
21									
22	Axes, c. s.:								
23	Broad, 12-inch cut, single bevel, steel head.....doz.....	7							
24									
25									
26	Hunter's, inserted or overlaid steel, handled.....doz.....	40							
27									
28	Babbitt metal, medium quality.....lbs.....	920	.051	.15					
29				.05					
30									
31									
32	Bellows, blacksmith's, standard:								
33	36-inch.....No.....	2	3.67						
34	38-inch.....do.....	8	4.42						
35	40-inch.....do.....	1	5.10						
36	42-inch.....do.....	2							
37	Bells:								
38	Cow, wrought.....doz.....	1 1/2							
39									
40									
41									
42	Hand, No. 8, polished.....do.....	1							
43									
44	Bells, school, with fixtures for hanging:								
45	Bell to weigh 300 to 350 lbs.....No.....	2							
46	Bell to weigh 400 to 425 lbs.....do.....	2							
47									
48	Belting, leather:								
49	1-inch.....feet.....	40		.04	.0525	.043			
50					.0425				
51					.04				
52	1½-inch.....do.....	155		.066	.085	.072			
53					.0725				
54					.0625				
55									

a "Only" quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE.

Number.	Points of delivery.								Number.
	St. Louis.	Chicago.	Chicago or New York.	Chicago.	F.o.b. all points.	Not stated.	Chicago.		
	(a)		(a)				(a)		
1									1
2									2
3									3
4									4
5									5
6									6
7									7
8									8
9									9
10									10
11									11
12									12
13									13
14									14
15									15
16									16
17									17
18									18
19									19
20									20
21									21
22									22
23									23
24									24
25									25
26									26
27									27
28									28
29									29
30									30
31									31
32									32
33									33
34									34
35									35
36									36
37									37
38									38
39									39
40									40
41									41
42									42
43									43
44									44
45									45
46									46
47									47
48									48
49									49
50									50
51									51
52									52
53									53
54									54
55									55

b Hay Budden Manufacturing Co.'s.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.	
			William D. Allen.	Grafton & Knight Manufacturing Co.
			Chicago.	Not stated.
1	Belting, leather:			
2	1½-inch .....feet..	125	.079	.1025
3				.09
4				.075
5	2-inch .....do..	345	.092	.12
6				.1025
7				.09
8	2½-inch .....do..	40	.12	.155
9				.1325
10				.115
11	3-inch .....do..	615	.145	.19
12				.165
13				.14
14	3½-inch .....do..	80	.17	.2225
15				.1925
16				.1625
17	4-inch .....do..	765	.198	.26
18				.2225
19				.19
20	4½-inch .....do..	30	.224	.2925
21				.2525
22				.215
23	5-inch .....do..	300	.25	.325
24				.2825
25				.24
26	6-inch .....do..	485	.304	.3925
27				.3425
28				.29
29	12-inch .....do..	140	.62	.805
30				.695
31	Belting, rubber:			
32	3-ply, 3-inch .....do..	100	.052	.095
33				.08
34	3-ply, 4-inch .....do..	210	.068	.1225
35				.1025
36	3-ply, 6-inch .....do..	390	.104	.19
37				.1575
38	4-ply, 8-inch .....do..	160	.168	.3025
39				.2525
40	4-ply, 10-inch .....do..	360	.214	.3875
41				.3225
42	4-ply, 12-inch .....do..	175	.26	.47
43				.39

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.						Number.
	Ernest L. Burrell.	M. M. Buck Manufacturing Co.	Empire Rubber Manufacturing Co.	George R. Barclay.	Harry B. Lyford.	New York Belting Packing Co., Limited.	
	Chicago.	St. Louis.	Chicago.	St. Louis.	Chicago.		
1							1
2	.086	.0648		.06	.0525		2
3				.0864	.084		3
4				.096	.096		4
5	.101	.0756		.12	.0615		5
6				.07	.098		6
7				.1062	.112		7
8				.112	.112		8
9	.129	.0972		.14	.079		9
10				.09	.126		10
11				.1296	.144		11
12				.144	.144		12
13	.158	.1188		.18	.0965		13
14				.11	.154		14
15				.1584	.176		15
16				.176	.176		16
17	.187	.1404		.22	.114		17
18				.13	.182		18
19				.1872	.208		19
20				.208	.208		20
21	.216	.162		.26	.132		21
22				.15	.21		22
23				.216	.24		23
24				.24	.24		24
25	.244	.1836		.30	.1495		25
26				.17	.238		26
27				.2448	.272		27
28				.272	.272		28
29	.273	.205		.34	.167		29
30				.19	.266		30
31				.2736	.304		31
32				.304	.304		32
33	.331	.2484		.38	.2025		33
34				.23	.322		34
35				.3312	.368		35
36				.368	.368		36
37	.677	.625		.46	.412		37
38				.47	.658		38
39				.6768	.752		39
40				.752	.752		40
41				.94			41
42		.0615	.0614	.0858		.082	42
43		.06	.0819	.0702			43
44			.0936	.065			44
45		.08	.0803	.1122		.107	45
46		.075	.1071	.0918			46
47			.1224	.085			47
48		.123	.1228	.1716		.163	48
49		.11	.1638	.1404			49
50			.1872	.13			50
51		.209	.1984	.2772		.265	51
52		.18	.2645	.2268			52
53			.3024	.21			53
54		.254	.2528	.2531		.337	54
55		.23	.337	.2889			55
56			.3852	.2675			56
57		.305	.3071	.429		.41	57
58		.28	.4095	.351			58
			.468	.325			

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			Chicago.			
			Samuel Harris.	Frederick K. Maus.*	Chas. W. Crankshaw.	Harry B. Lyford.
1	Bits, auger, c. s., Jennings pattern, extension lip.					
2	1/2-inch.....doz.	26	1.00			.67
3						.87
4	5/8-inch.....do.	22	1.13			.85
5						.67
6						.87
7	3/4-inch.....do.	23	1.27			.97
8						.71
9						.95
10	7/8-inch.....do.	17	1.47			1.08
11						.71
12						.95
13	1/2-inch.....do.	23	1.60			1.25
14						.78
15						1.00
16	7/8-inch.....do.	15	1.73			1.32
17						.81
18						1.06
19	3/4-inch.....do.	17	1.86			1.48
20						.85
21						1.12
22	1 1/8-inch.....do.	14	2.03			1.59
23						.95
24						1.24
25	3/4-inch.....do.	20	2.20			1.74
26						1.04
27						1.37
28	1 1/8-inch.....do.	12	2.40			1.88
29						1.14
30						1.45
31	7/8-inch.....do.	11	2.60			2.05
32						1.23
33						1.62
34	1-inch.....do.	16	2.99			2.22
35						1.52
36						1.99
37	Bits, twist-drill, for metal: For brace, square shank, assorted, 1/8 to 3/8 inch, by 32ds.....sets	62	1.19	.76	1.056	.78
38	Straight shank, for lathe and machine chucks, assorted, 3/8 to 1/2 inch, by 32ds.....sets	24	1.70	1.41	1.44	1.48
39	Bits, gimlet, double-cut, or German pattern, as- sorted, 3/8 to 3/4 inch.....doz.	20				.32
40						.47
41						.23
42	Bolt cutters.....No.	20		3.29		
43						
44	Bolts, carriage, per 100:					
45	1/2 by 1.....do.	4,100		.256		.243
46	1/2 by 1 1/2.....do.	5,300		.256		.243
47	1/2 by 2.....do.	6,600		.277		.262
48	1/2 by 2 1/2.....do.	6,000		.297		.282
49	1/2 by 3.....do.	5,300		.318		.30125
50	1/2 by 3 1/2.....do.	3,200		.338		.32

* "Only" quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.					Number.
	St. Louis.	Chicago or St. Louis.	Chicago.		St. Louis.	
	George R. Barclay.	Albert E. Alverson.	Machinists' Sup- ply Co.	Josiah J. Farkhurst.	Charles A. Kim- bark.		M. M. Back Manu- facturing Co.*
1						1
2	.90	.81				2
3	.75					3
4	1.02	.92				4
5	.85					5
6	1.14	1.03				6
7	.95					7
8	1.32	1.19				8
9	1.10					9
10	1.44	1.30				10
11	1.20					11
12	1.56	1.40				12
13	1.30					13
14	1.68	1.51				14
15	1.40					15
16	1.83	1.65				16
17	1.525					17
18	1.98	1.78				18
19	1.65					19
20	2.16	1.94				20
21	1.80					21
22	2.34	2.11				22
23	1.95					23
24	2.70	2.43				24
25	2.25					25
26						26
27						27
28						28
29						29
30						30
31	.90		1.05			31
32	1.50		1.44			32
33	.50					33
34	.20					34
35			2.70	2.90	3.00	35
36			3.80		4.20	36
37			4.85			37
38						38
39						39
40						40
41						41
42						42
43						43
44						44
45	.25		.2565		.29	45
46	.25		.2565		.29	46
47	.27		.277		.315	47
48	.29		.297		.336	48
49	.31		.318		.36	49
50	.33		.3385		.385	50

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.						Number.
			Frederick K. Maus.	M. M. Buck Manufacturing Co.	George R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	Chas. A. Kimbark.	
	Bolt, carriage, per 100:								
1	by 4 No.	3,400	*.359	*.407	.3237	.34	.35	*.359	1
2	by 4 do.	2,300	.379	.43	.3422	.359	.37	.3795	2
3	by 5 do.	1,750	.40	.455	.3607	.379	.39	.40	3
4	by 5 do.	3,900	.385	.436	.3468	.364	.38	.385	4
5	by 2 do.	5,500	.385	.436	.3468	.364	.38	.385	5
6	by 2 do.	6,000	.42	.478	.3792	.398	.41	.42	6
7	by 3 do.	6,500	.456	.518	.4115	.432	.45	.4565	7
8	by 4 do.	5,700	.528	.59	.4763	.50	.51	.528	8
9	by 5 do.	4,700	.60	.68	.5401	.568	.60	.601	9
10	by 6 do.	4,400	.672	.762	.6058	.636	.65	.672	10
11	by 7 do.	3,100	.744	.843	.6706	.704	.72	.744	11
12	by 8 do.	2,900	.816	.925	.7353	.7725	.79	.8155	12
13	by 9 do.	2,700	.888	1.00	.80	.84	.87	.8875	13
14	by 5 do.	200	.811	.91	.7307	.7875	.79	.81	14
15	by 6 do.	200	.893	1.01	.8047	.845	.87	.893	15
16	by 7 do.	200	.975	1.10	.8787	.9225	.95	.9745	16
17	by 8 do.	200	1.057	1.19	.9527	1.00	1.03	1.06	17
18	by 9 do.	200	1.139	1.29	1.026	1.07	1.11	1.14	18
19	by 4 do.	3,300	.872	.98	.7862	.826	.85	.872	19
20	by 5 do.	2,500	.975	1.10	.879	.923	.95	.975	20
21	by 6 do.	2,800	1.078	1.22	.972	1.02	1.05	1.08	21
22	by 7 do.	1,500	1.18	1.33	1.06	1.11	1.15	1.18	22
23	by 8 do.	1,500	1.283	1.45	1.15	1.21	1.25	1.2825	23
24	by 9 do.	1,550	1.386	1.57	1.25	1.31	1.35	1.385	24
25	by 10 do.	2,000	1.488	1.68	1.34	1.41	1.45	1.4875	25
26	by 11 do.	1,200	1.591	1.80	1.43	1.50	1.55	1.59	26
27	by 12 do.	2,600	1.694	1.92	1.52	1.60	1.65	1.693	27
	Bolts, door, wrought-iron bar- rel:								
28	5-inch do.	20				.38			28
29	8-inch do.	6				.99			29
30	Bolts, shutter, wrought-iron, 10-inch do.	1 1/2				1.24			30
	Bolts, square head and nut, per 100:								
31	by 1 No.	1,400	.392	.45	.363	.37125	.41	.3925	31
32	by 1 do.	1,700	.392	.45	.363	.37125	.41	.3925	32
33	by 2 do.	2,400	.411	.47	.38	.39	.42	.411	33
34	by 2 do.	2,300	.429	.49	.397	.407	.47	.43	34
35	by 3 do.	1,500	.448	.51	.414	.414	.49	.448	35
36	by 3 do.	1,100	.466	.53	.431	.442	.51	.466	36
37	by 1 do.	1,500	.462	.53	.438	.4375	.50	.462	37
38	by 1 do.	2,900	.462	.53	.438	.4375	.50	.462	38
39	by 2 do.	4,100	.485	.56	.449	.46	.52	.485	39

** Only quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.					Number.	
			Frederick K. Maus.	M. M. Beck Manufacturing Co.	George R. Barclay.	Josiah J. Parkhurst.	Chas. A. Kimbark.		Harry B. Lyford.
	Bolts, square head and nut, per 100:								
1	$\frac{5}{16}$ by 2 $\frac{1}{2}$ No.	4,800	*.508	*.58	.47	.52	*.508	.48125	1
2	$\frac{5}{16}$ by 3..... do.	4,800	.531	.61	.491	.55	.531	.5025	2
3	$\frac{5}{16}$ by 3 $\frac{1}{2}$ do.	4,800	.554	.63	.513	.57	.554	.525	3
4	$\frac{5}{16}$ by 4..... do.	3,000	.577	.65	.534	.59	.577	.546	4
5	$\frac{5}{16}$ by 4 $\frac{1}{2}$ do.	2,000	.60	.69	.546	.62	.60	.57	5
6	$\frac{5}{16}$ by 5..... do.	2,150	.623	.71	.577	.65	.623	.59	6
7	$\frac{5}{16}$ by 2..... do.	2,600	.582	.66	.538	.60	.582	.551	7
8	$\frac{5}{16}$ by 2 $\frac{1}{2}$ do.	2,900	.609	.70	.564	.60	.61	.5775	8
9	$\frac{5}{16}$ by 3..... do.	4,200	.637	.72	.59	.66	.639	.595	9
10	$\frac{5}{16}$ by 3 $\frac{1}{2}$ do.	3,800	.665	.76	.615	.69	.661	.63	10
11	$\frac{5}{16}$ by 4..... do.	3,300	.692	.79	.64	.71	.6925	.656	11
12	$\frac{5}{16}$ by 4 $\frac{1}{2}$ do.	2,100	.72	.82	.667	.75	.72	.6825	12
13	$\frac{5}{16}$ by 5..... do.	2,500	.748	.84	.692	.77	.748	.708	13
14	$\frac{5}{16}$ by 5 $\frac{1}{2}$ do.	1,550	.776	.86	.718	.80	.775	.735	14
15	$\frac{5}{16}$ by 6..... do.	1,500	.803	.92	.744	.83	.803	.76	15
16	$\frac{5}{16}$ by 6 $\frac{1}{2}$ do.	1,250	.831	.96	.77	.86	.831	.7875	16
17	$\frac{5}{16}$ by 7..... do.	800	.859	.98	.795	.88	.858	.81	17
18	$\frac{5}{16}$ by 7 $\frac{1}{2}$ do.	850	.887	1.02	.82	.91	.886	.83	18
19	$\frac{5}{16}$ by 8..... do.	1,300	.914	1.04	.846	.94	.914	.865	19
20	$\frac{5}{16}$ by 3..... do.	1,600	.757	.87	.70	.78	.757	.7175	20
21	$\frac{5}{16}$ by 3 $\frac{1}{2}$ do.	1,800	.794	.91	.735	.82	.794	.7525	21
22	$\frac{5}{16}$ by 4..... do.	1,900	.831	.96	.769	.85	.831	.7875	22
23	$\frac{5}{16}$ by 4 $\frac{1}{2}$ do.	1,300	.868	.98	.80	.90	.869	.8225	23
24	$\frac{5}{16}$ by 5..... do.	1,600	.905	1.03	.839	.93	.905	.8575	24
25	$\frac{5}{16}$ by 6..... do.	1,500	.979	1.12	.906	1.01	.979	.927	25
26	$\frac{5}{16}$ by 7..... do.	1,750	1.053	1.20	.975	1.08	1.0525	.9975	26
27	$\frac{5}{16}$ by 9..... do.	500	1.201	1.38	1.11	1.23	1.20	1.14	27
28	$\frac{5}{16}$ by 3 $\frac{1}{2}$ do.	1,400	1.016	1.16	.94	1.05	1.016	.96	28
29	$\frac{5}{16}$ by 4..... do.	2,400	1.062	1.22	.983	1.10	1.062	1.00	29
30	$\frac{5}{16}$ by 4 $\frac{1}{2}$ do.	1,400	1.108	1.27	1.03	1.14	1.108	1.05	30
31	$\frac{5}{16}$ by 5..... do.	1,200	1.154	1.32	1.07	1.19	1.154	1.09	31
32	$\frac{5}{16}$ by 5 $\frac{1}{2}$ do.	950	1.201	1.37	1.11	1.23	1.20	1.13	32
33	$\frac{5}{16}$ by 6..... do.	1,200	1.247	1.43	1.15	1.28	1.246	1.18	33
34	$\frac{5}{16}$ by 7..... do.	1,000	1.339	1.53	1.23	1.38	1.34	1.26	34
35	$\frac{5}{16}$ by 8..... do.	1,250	1.432	1.65	1.31	1.48	1.43	1.35	35
36	$\frac{5}{16}$ by 9..... do.	1,400	1.524	1.75	1.40	1.57	1.523	1.44	36
37	$\frac{5}{16}$ by 10..... do.	1,800	1.617	1.85	1.48	1.67	1.616	1.53	37

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.					Number.			
			Frederick K. Maus.	George R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	George W. Trout.		Machinists' Supply Co.	Chas. A. Kimbark.	Samuel Harris.
			Chi- cago.	St. Louis.	Chicago.	Not stated.	Chicago.				
1	Bolts, tire, per 100:										
2	$\frac{3}{16}$ by 1 $\frac{1}{2}$ No.	3,300	*.1382	.15	.12	.15	.....	*.154	(*)	1
3	$\frac{1}{8}$ by 1 $\frac{1}{2}$ do.	5,000	.1497	.16	.13	.16	.....	.167	.....	2
4	$\frac{1}{8}$ by 2..... do.	5,000	.161	.175	.14	.17	.....	.18	.....	3
5	$\frac{1}{8}$ by 1 $\frac{1}{2}$ do.	1,350	.184	.20	.16	.20	.....	.205	.....	4
6	$\frac{1}{8}$ by 2..... do.	3,300	.207	.225	.18	.23	.....	.231	.....	5
7	$\frac{1}{8}$ by 2 $\frac{1}{2}$ do.	2,100	.23	.25	.20	.25	.....	.256	.....	6
8	$\frac{1}{8}$ by 3..... do.	1,350	.253	.275	.22	.28	.....	.282	.....	7
9	$\frac{1}{8}$ by 2..... do.	1,100	.269	.29	.23	.29	.....	.30	.....	8
10	$\frac{1}{8}$ by 2 $\frac{1}{2}$ do.	1,100	.301	.33	.26	.33	.....	.336	.....	9
11	$\frac{1}{8}$ by 3..... do.	1,300	.334	.36	.29	.36	.....	.372	.....	10
12	$\frac{1}{8}$ by 3 $\frac{1}{2}$ do.	600	.366	.40	.31	.39	.....	.408	.....	11
12	Bolts, window, spring, cast brass bolt, screw socket.....doz.	170	.....	.245	.05 $\frac{1}{2}$	.....	.....	.....	.....	12
13					.095	.....	.....	.....	.....	13
14	Braces, iron, ratchet, 10- inch sweep, steel jaws, dozen	10	6.12	5.65	5.65	.....	.....	.....	.....	14
15			5.70	6.65	6.72	.....	.....	.....	.....	15
16				7.65	11.74	.....	.....	.....	.....	16
17					4.65	.....	.....	.....	.....	17
18	Brads, steel, wire:										
19	$\frac{1}{4}$ inch..... lbs.	170	.....	.078	.083	.....	.....	.....	.....	18
20	$\frac{3}{8}$ inch..... do.	200	.....	.05	.0595	.....	.....	.....	.....	19
21	1-inch..... do.	250	.....	.04	.051	.....	.....	.....	.....	20
22	$\frac{1}{2}$ -inch..... do.	200	.....	.04	.0475	.....	.....	.....	.....	21
22	$\frac{1}{2}$ -inch..... do.	225	.....	.038	.044	.....	.....	.....	.....	22
23	Butts, brass, narrow:										
24	1 $\frac{1}{2}$ -inch..... doz. pra.	26	.....	.34	.1425	.....	.....	.....	.....	23
24	2-inch..... do.	40	.....	.47	.22	.....	.....	.....	.....	24
25	2 $\frac{1}{2}$ -inch..... do.	44	.....	.57	.385	.....	.....	.....	.....	25
26	Butts, door, loose pin, wrought iron:										
27	2 $\frac{1}{2}$ by 6 inches, dozen pairs	44	.....	.26	.259	.....	.29	.....	.....	26
28	3 by 2 $\frac{1}{2}$ inches, dozen pairs	45	.....	.39	.3875	.....	.44	.....	.....	27
29	3 by 3 inches, dozen pairs	77	.....	.42	.42	.....	.47	.....	.....	28
30	3 $\frac{1}{2}$ by 3 inches, dozen pairs	50	.....	.58	.5825	.....	.65	.....	.....	29
31	3 $\frac{1}{2}$ by 3 $\frac{1}{2}$ inches, dozen pairs	67	.....	.62	.615	.....	.69	.....	.....	30
32	4 by 3 $\frac{1}{2}$ inches, dozen pairs	37	.....	.75	.745	.....	.83	.....	.....	31
33	4 by 4 inches, dozen pairs	28	.....	.76	.76	.....	.85	.....	.....	32
34	4 $\frac{1}{2}$ by 4 $\frac{1}{2}$ inches, dozen pairs	9	.....	.95	.955	.....	.87	.....	.....	33
34	Calipers, 8-inch:										
35	outside.....doz.	5	.....	1.04	1.07	.....	6.25	.....	2.70	34
35	inside.....do.	4	.....	1.04	1.07	.....	6.25	.....	2.70	35

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.							Number.	
			Chicago.		St. Louis.	Chicago.					
			Frederick K. Mans.	Samuel Harris.	Geo. R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	Anderson Du Puy & Co.	Chas. G. Dennison.		Machinists' Supply Co.
1	Cards, cattle .....doz..	5	(*)		.54	.42			(*)		1
2					.38	.65					2
3						.52					3
4	Catches, iron, cupboard.do...	70				.73					4
5					.22	.25					5
6					.22	.31					6
7					.24						7
8					.25						8
9					.25						9
	Chains, log, 13 feet long, short links, with swivel, ordinary hook and grab hook, per pound:										
10	$\frac{7}{8}$ -inch .....No.	112	.0415		.0375	.0376	.0365				10
11	$\frac{3}{4}$ -inch .....do.	228	.037		.035	.0337	.032				11
12	Chains, trace: No. 2, 6 $\frac{1}{2}$ feet, 10 links to the foot, full size, pairs..	17			.30	.22					12
13	43 inches long, with hook and swivel .....pairs..	190				.165					13
14	Chains, well, 24 inches long, with hook and ring .....doz..	12			.385	.35					14
15	Chalk, carpenters' assorted colors .....gross..	16		.57	.41	.42					15
16	Chalk lines, medium size, dozen	55			.08	.075					16
17					.09	.105					17
18					.11	.16					18
19	Chisels, c. s.:										
20	Cold, octagon, $\frac{3}{4}$ by 6 inches .....doz..	3			.80	.63	1.20	1.00	1.00		19
21	Socket, corner, 1-inch, handled.....doz..	5	1.80		6.40	5.92					20
22					5.76						21
23					4.63						22
24	Chisels, c. s., socket, firmer, handled:										23
25	$\frac{1}{2}$ -inch.....doz..	7			1.60	1.48					24
26					1.44						25
27					1.14						26
28	$\frac{3}{4}$ -inch.....do.	7			1.60	1.48					27
29					1.44						28
30					1.14						29
31	$\frac{1}{2}$ -inch.....do.	10			1.80	1.67					30
32					1.62						31
33					1.29						32
34	$\frac{3}{4}$ -inch.....do.	8			2.20	2.03					33
35					1.98						34
36	1-inch.....do.	9			1.58	2.22					35
37					2.40						36
38					2.16						37
39	1 $\frac{1}{2}$ -inch.....do.	6			1.73	2.40					38
40					2.60						39
41					2.34						40
42	1 $\frac{1}{2}$ -inch.....do.	6			1.97	2.59					41
43					2.80						42
44					2.52						43
					2.03						44

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 18. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			St. Louis.	Chicago.		
				George R. Barclay.	Harry B. Lyford.	Frederick K. Mans.*	Samuel Harris.
1	Chisels, c. s., socket, firmer, 2-inch, handled, dozen.....	6	3.20 2.88 2.32	2.96		
2	Chisels, c. s., socket, framing, handled: 1/4-inch.....doz..	2	2.40	2.22		
3			2.16			
4	3/8-inch.....do..	3	1.74	2.22		
5			2.40			
6	1/2-inch.....do..	2	2.16	2.22		
7			1.74			
8	3/4-inch.....do..	2	2.40	2.59		
9			2.16			
10	1-inch.....do..	2 1/2	1.74	2.96		
11			2.80			
12	1 1/4-inch.....do..	1 1/2	2.52	3.33		
13			2.03			
14	1 1/2-inch.....do..	1 3/4	3.20	3.70		
15			2.88			
16	2-inch.....do..	5 1/2	2.32	4.44		
17			3.60			
18	Clamps, carpenter's, iron, to open 10 inches, dozen.....	6 1/2	3.24	3.76		
19			2.61			
20	Cleavers, butcher's, 12-inch.....doz..	2	4.00	13.53		
21			3.60			
22	Crowbars, solid steel, wedge point, assorted sizes, per pound.....No..	12	2.90	.02	.0265	
23			2.90			
24	Dividers, c. s., wing: 6 inches long.....doz..	2	4.80	1.09	1.10	3.00
25			4.32		2.00	5.40
26	10 inches long.....do..	3	3.48	1.98		
27						
28	Drills: Blacksmith's, horizontal.....No..	2	3.63	1.04	1.08	1.25
29			3.18		1.08	4.65	7.50
30	Blacksmith's, vertical.....do..	23	4.22	4.65		
31			6.29			
32	Breast.....do..	13	6.29	2.03	1.45	1.79
33			1.68		1.77	1.72
34	Faucets: Brass, racking, 1/4-inch, loose key.....doz..	3 1/2	1.29	3.42		
35					3.16	
36	Wood, cork-lined, No. 2.....do..	3 1/2	.24	.35		
37			.58			
38	Files, flat, bastard: 10-inch.....do..	27	1.04	.884	1.14	1.41
39			.98		.96	.94
40	12-inch.....do..	36	1.44	1.22	1.57	1.94
41			1.37		1.33	1.30
42	Files, flat, wood: 12-inch.....do..	18	1.44	1.22	1.57	
43			1.37		1.33	
44	14-inch.....do..	25	1.98	1.68	2.17	
45			1.89		1.83	

* "Only" quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Point of delivery.								
	Not stated.	Chicago.		Not stated.	Chicago.		Not stated.	Chicago.	
		Jno. T. Llewellyn.	Josiah J. Parkhurst.		Anderson, Du Puy & Co.	Chas. G. Dennison.*			Geo. W. Trout.	Machinists' Supply Co.	Chas. A. Kimbark.*	M. M. Buck Manufacturing Co.	F. Westfahl & Co.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28	4.32				3.96				
29									
30									
31		.025	.0325						
32				1.35		1.65			
33				2.50		3.00			
34		1.45				1.65			
35		4.70				6.00			
36						7.50			
37									
38					2.65				
39						2.15			
40						2.15			
41						1.85			
42						2.85			
43									
44									
45									
46		1.04			.94	.93	1.23	.94	.99
47									
48		1.44			1.30	1.28	1.71	1.29	1.37
49									
50									
51		1.44			1.30	1.30	1.71	1.29	1.37
52									
53		1.98			1.78	1.80	2.35	1.78	1.88
54									

IND, PT 2—34 * "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.		
			Chicago.		
			Frederick K. Maus.*	Samuel Harris.	Penn Hardware Co.
1	Gauges, c. s., firmer, handled:				
2	$\frac{3}{8}$ -inch socket.....doz..	2			
3					
4	$\frac{1}{2}$ -inch socket.....do..	1 ⁸ / ₁₂			
5					
6	1-inch socket.....do..	3			
7					
8	Grindstones (per pound) weighing—				
9	50 pounds.....No..	357			
10	100 pounds.....do..	68			
11	150 pounds.....do..	9			
12	250 pounds.....do..	5			
13	Grindstone fixtures, 17 inches, improved patent cap, extra heavy.....No..	400		a 2.90	
14	Hair clippers, good quality.....do..	177			
15					
16	Hammers:				
17	Claw, solid, c. s., adz eye, forged, No. 1 $\frac{1}{2}$.....doz..	76	4.20		
18					
19	Farriers', shoeing, c. s.....do..	10	3.05		
20					
21	Farriers', turning, half-bright, assorted, 2 to 2 $\frac{1}{2}$ pounds.....doz..	12 ⁸ / ₁₂	9.45		
22	Hammers, machinists', ball pen:				
23	1 $\frac{1}{2}$ -pound.....No..	46	.32	.45	
24					
25	2 $\frac{1}{2}$ -pound.....do..	35	.38	.54	
26					
27	Hammers, riveting, solid, c. s.:				
28	1 $\frac{1}{2}$ -pound.....doz..	3	1.831	3.60	
29					
30	1 $\frac{3}{4}$ -pound.....do..	1 ⁸ / ₁₂	1.914	4.00	
31					
32	1 $\frac{1}{2}$ -pound.....do..	1 ⁸ / ₁₂	1.998	4.80	
33					
34	Hammers, sledge, blacksmiths', solid, c. s.:				
35	2-pound.....No..	29	.125	.44	
36	3-pound.....do..	23	.15	.49	
37	6-pound.....do..	33	.25	.42	
38	8-pound.....do..	7	.333	.56	
39	10-pound.....do..	16	.416	.70	
40	Hammers, masons' ax finish, solid, c. s.:				
41	5-pound.....do..	27	.278		
42	8-pound.....do..	16	.444		
43	12-pound.....do..	10	.666		

* "Only" quantity called for.

a Per dozen.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.										Number.
	Chicago or New York.	Chicago.	St. Louis.	Chicago.			Not stated.	Chicago.			
	James W. Soper.	Alfred P. Miller.	George R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	Anderson, Du Puy & Co.	George W. Trout.	Machinists' Supply Co.*	Charles A. Kimbark.*		
1			1.70	4.24							1
2			1.53								2
3			1.22								3
4			1.80	4.49							4
5			1.62								5
6			1.30								6
7			1.90	4.74							7
8			1.71								8
9			1.37								9
10		.045	.0072	.0065							10
11		.045	.0072	.0065							11
12		.045	.0072	.0065							12
13		.075	.0083	.0095							13
14			.31	.51							14
15		.46	.375	.43							15
16		.45	1.04	.43							16
17		.45		.42							17
18		.75		.46							18
19				.70							19
20				.72							20
21			4.38	3.20	3.80		3.45	3.80			21
22			2.89	2.28			2.40				22
23			2.19	2.28							23
24			3.15	2.10	2.80		3.05	2.80	4.125		24
25			3.04	2.83			3.15				25
26			3.86								26
27			9.28		9.00				14.25		27
28			.55	a 4.14	a 4.96	.38		a 4.70	.4825		28
29			.35								29
30			.29								30
31			.90	a 5.00	a 5.98	.45		a 5.70	.5825		31
32			.41								32
33			.34								33
34			3.15	2.55	3.38	b .25		3.15	4.125		34
35			2.30								35
36			2.10								36
37			3.35	2.73	3.42	b 25		3.40	4.125		37
38			2.50								38
39			2.23								39
40			3.75	2.91	3.60	b .30		3.60	4.40		40
41			2.70								41
42			2.38								42
43			.1175	.1325	c .06	.18		.16	.225		43
44			.1407	.16	c .06	.22		.24	.27		44
45			.212	.25	c .051	.36		.36	.45		45
46			.30	.335	c .051	.48		.48	.60		46
47			.372	.42	c .051	.60		.60	.75		47
48			.26	.295	c .072	.50		.50			48
49			.42	.47	c .072	.80		.80			49
50			.63	.71	c .072	1.20		1.20			50

b Each.

c Per pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.						Number.		
			George R. Barclay.	Harry B. Lyford.	Geo. W. Trout.	Penn Hardware Co.	* Frederick K. Mans.	Josiah J. Parkhurst.		* Charles A. Kimbark.	
											St. Louis.	Chi- cago.	Not stated	Chicago.
1	Hammers, tack, upholsterer's pattern, malleable iron . . . doz.	6	1.13	1.10							1
2				.60							2
3				.33							3
4	Hatchets, c. s. : Broad, 6-inch cut, steel head, single bevel, handled. doz.	11	6.89	6.47							4
5			5.85	7.42							5
6	Lathing, 2-inch blade. . . doz.	6	5.85	5.95							6
7			6.35	6.00							7
8			4.58	11.80							8
9				6.00							9
10				5.40							10
11	Shingling, No. 2 do.	24	3.55	3.16							11
12			3.20	3.35							12
13			2.42	3.82							13
14	Hinge hasps: 6-inch do.	48	.30	.28							14
15	10-inch do.	35	.57	.54							15
16	Hinges, extra heavy, T: 8-inch doz. prs.	19	1.03	.93	1.14						16
17	10-inch do.	15	1.54	1.35	1.64						17
18	12-inch do.	18	2.07	1.88	2.33						18
19	Hinges, heavy, strap: 8-inch do.	34	.82	.69	.86						19
20	10-inch do.	18	1.20	1.12	1.33						20
21	12-inch do.	20	1.70	1.56	1.96						21
22	Hinges, light, strap: 6-inch do.	37	.37	.35	.44						22
23	8-inch do.	16	.53	.49	.53						23
24	10-inch do.	9	.72	.67	.84						24
25	12-inch do.	8	1.04	.98	1.22						25
26	Hinges, light, T: 6-inch do.	19	.35	.32	.40						26
27	8-inch do.	13	.45	.40	.50						27
28	10-inch do.	3	.67	.59	.74						28
29	Hooks, hat and coat, schoolhouse pattern, heavy. doz.	540	.12	α1.60		α1.40					29
30				α1.40							30
31	Iron, band, per 100 pounds: by ½ lbs.	1,400					2.35	2.15	2.60		31
32	by 1 do.	1,200					2.15	2.00	2.30		32
33	by 1½ do.	1,100					2.15	1.95	2.20		33
34	by 2 do.	1,700					2.05	1.95	2.20		34
35	by 2½ do.	2,500					2.05	1.95	2.20		35
36	by 3 do.	2,000					2.05	1.95	2.20		36
37	by 3½ do.	850					2.05	1.95	2.20		37
38	by 4 do.	100					2.05	1.95	2.20		38
39	by 1 do.	1,200					2.10	1.95	2.20		39
40	by 2 do.	1,100					2.00	1.90	2.10		40

α Per gross.

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			Number.
			Chicago.			
			* Frederick K. Maus.	Josiah J. Parkhurst.	* Charles A. Kimbark.	
1	Iron, band, per 100 pounds:					
2	³ / ₈ by 3..... lbs..	200	2.00	1.90	2.10	1
3	³ / ₈ by 3..... do..	200	2.00	1.90	2.10	2
4	³ / ₈ by 3 ¹ / ₂ do..	100	2.00	1.90	2.10	3
5	³ / ₈ by 5..... do..	400	2.00	1.95	2.20	4
	³ / ₈ by 5..... do..	† 7.00				5
	Iron, boiler, ¹ / ₄ inch, per 100 pounds..... do..	950	2.25	2.20	2.70	6
6	by 2..... do..	1,500	2.00	1.95	2.20	7
7	by 2..... do..	4,700	1.90	1.85	2.00	8
8	by 1..... do..	4,400	1.90	1.85	2.00	9
9	by 1 ¹ / ₂ do..	2,700	1.85	1.80	1.90	10
10	by 1 ¹ / ₂ do..	1,550	1.85	1.80	1.90	11
11	by 1 ¹ / ₂ do..	2,050	1.85	1.80	1.90	12
12	by 2..... do..	400	1.85	1.80	1.90	13
13	by 2 ¹ / ₂ do..	400	1.85	1.80	1.90	14
14	by 2 ¹ / ₂ do..	600	1.85	1.80	1.90	15
15	by 4..... do..	1,750	1.85	1.80	1.90	16
16	by 2..... do..	200	1.85	1.80	1.90	17
17	by 2..... do..	200	1.85	1.80	1.90	18
18	by 2..... do..	100	1.85	1.80	1.90	19
19	by 3 ¹ / ₂ do..	600	2.20	2.15	2.60	20
20	by 3..... do..	800	2.00	1.95	2.20	21
21	by 3..... do..	1,150	1.95	1.90	2.10	22
22	by 1..... do..	2,600	1.85	1.80	1.90	23
23	by 1..... do..	1,750	1.80	1.75	1.80	24
24	by 1 ¹ / ₂ do..	2,050	1.75	1.70	1.70	25
25	by 1 ¹ / ₂ do..	1,450	1.75	1.70	1.70	26
26	by 2..... do..	150	1.75	1.70	1.70	27
27	by 2 ¹ / ₂ do..	650	1.75	1.70	1.70	28
28	by 3..... do..	500	1.75	1.70	1.70	29
29	by 3 ¹ / ₂ do..	200	1.95	1.90	2.10	30
30	by 3..... do..	700	1.75	1.70	1.70	31
31	by 1 ¹ / ₂ do..	600	1.75	1.70	1.70	32
32	by 1 ¹ / ₂ do..	350	1.95	1.90	2.10	33
33	by 1..... do..	1,200	1.85	1.80	1.90	34
34	by 1..... do..	3,150	1.75	1.70	1.70	35
35	by 1 ¹ / ₂ do..	2,100	1.75	1.70	1.70	36
36	by 1 ¹ / ₂ do..	3,200	1.75	1.70	1.70	37
37	by 2..... do..	700	1.75	1.70	1.70	38
38	by 2 ¹ / ₂ do..	600	1.75	1.70	1.70	39
39	by 2 ¹ / ₂ do..	200	1.75	1.70	1.70	40
40	by 3 ¹ / ₂ do..	450	1.75	1.70	1.70	41
41	by 1 ¹ / ₂ do..	1,250	1.75	1.70	1.70	42
42	by 2..... do..	100	1.75	1.70	1.70	43
43	by 2 ¹ / ₂ do..	100	1.75	1.70	1.70	43
44	by 3..... do..	500	1.75	1.70	1.70	44

† No bid.

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.					Number.
			Chicago.					
			Frederick K. Maus.*	Josiah J. Parkhurst.	Charles A. Kimbark.*	Harry B. Lyford.	Charles G. Dennison.*	
	Iron, half-round, per 100 pounds:							
1	1/2-inch..... lbs.	1,000	2.20	2.15	2.60			1
2	3/8-inch..... do.	1,500	2.10	2.05	2.40			2
3	5/8-inch..... do.	950	2.00	1.95	2.20			3
4	1-inch..... do.	450	2.00	1.95	2.20			4
5	1 1/2-inch..... do.	100	2.00	1.95	2.20			5
6	Iron, hoop, 1 1/2-inch, per 100 pounds..... do.	500	2.00	1.95	2.20			6
	Iron, Juniata, per 100 pounds:							
7	by 1/2..... do.	700		2.30	2.35			7
8	by 1..... do.	700		2.20	2.15			8
9	Sheet, galvanized, 28-inch, No. 25. do.	1,050				3.75	3.50	9
10	Iron, oval, 1/2 to 1 inch, assorted, per 100 pounds..... lbs.	1,300	2.55	2.20	2.70			10
	Iron, round, per 100 pounds:							
11	1/2-inch..... do.	2,400	2.20	2.15	2.60			11
12	3/8-inch..... do.	3,200	2.10	2.05	2.40			12
13	5/8-inch..... do.	5,600	2.00	1.95	2.20			13
14	7/8-inch..... do.	4,600	1.95	1.90	2.10			14
15	1-inch..... do.	7,700	1.90	1.85	2.00			15
16	1 1/8-inch..... do.	3,000	1.90	1.85	2.00			16
17	1 1/4-inch..... do.	8,000	1.85	1.80	1.90			17
18	1 1/2-inch..... do.	6,400	1.80	1.75	1.80			18
19	1 3/4-inch..... do.	4,400	1.80	1.75	1.80			19
20	2-inch..... do.	5,500	1.70	1.70	1.70			20
21	2 1/2-inch..... do.	500	1.70	1.70	1.70			21
	Iron, sheet, per 100 pounds:							
22	1/8-inch thick..... do.	2,850				2.45		22
23	1/4-inch thick..... do.	1,350						23
24	No. 26..... do.	1,950				2.60	2.60	24
	Iron, square, per 100 pounds:							
25	3/4-inch..... do.	600	2.00	1.95	2.20			25
26	1-inch..... do.	1,650	1.90	1.85	2.00			26
27	1 1/4-inch..... do.	1,600	1.85	1.80	1.90			27
28	1 1/2-inch..... do.	1,550	1.80	1.75	1.80			28
29	2-inch..... do.	600	1.75	1.70	1.70			29
	Iron, Swede, per 100 pounds:							
30	by 1 inch..... do.	3,000	3.60		3.70			30
31	by 1 1/2 inches..... do.	2,400	3.55		3.60			31
32	by 2 inches..... do.	1,700	3.50		3.50			32
33	by 2 1/2 inches..... do.	300	3.55		3.60			33
34	by 3 inches..... do.	1,300	3.50		3.50			34

* "Only" quantity called for.

† No bid.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	American Cutlery Co.	The Manhattan Supply Co.	Edward H. Pitkin.	Geo. R. Barclay.	Harry B. Lyford.	Charles G. Dennison.*	Frederick K. Maus.*	James W. Soper.	Number.
			Points of delivery.								
			Chicago.			St. Louis.	Chicago.		Chic. or N.Y.		
1	Knives and forks, cocoa handle, with bolster, per pair.....pairs..	11,925	.0775	.075	.078	.07	.08	-----	-----	-----	1
2			.085	.085		.08					2
3			.10								3
4			.10								4
5			.10								5
6			.11								6
7	Knives: Butcher, 8-inch, cocoa handle, without bolster.....doz..	225	2.45	1.90	-----	1.75	2.46	-----	-----	-----	7
8				2.39		2.35	1.59				8
9	Carving, and forks, cocoa handle, per pair.....pairs..	180	.48	.47	-----	.35	.40	-----	-----	-----	9
10							.47				10
11	Chopping, iron handle, dozen	6⁶/₁₂	-----	-----	-----	.65	.82	1.60	-----	-----	11
12						.85	1.58	.35			12
13						.48	1.39				13
14	Drawing, 10-inch, c. s., carpenter's ....doz..	11	-----	-----	-----	4.20	3.70	-----	-----	-----	14
15						3.88					15
16						3.13					16
17	Drawing, 12-inch, c. s., carpenter's ....doz..	5	-----	-----	-----	4.60	4.07	-----	-----	-----	17
18						4.14					18
19						3.34					19
20	Horseshoeing....doz..	12	-----	-----	-----	2.50	2.63	-----	2.42	2.38	20
21									2.37	2.70	21
22									2.82	2.25	22
23	Putty.....doz..	22	1.00	-----	-----	1.10	1.12	-----	-----	-----	23
24			1.00	-----	-----	1.25					24
25	Skinning, 6-inch, cocoa handle, without bolster.....doz..	57	2.00	1.73	-----	2.25	2.03	-----	-----	-----	25
26				1.98	-----	2.85	1.43	-----	-----	-----	26

*"Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			Chicago.			
			Frederick K. Maus. a	Samuel Harris.	Penn. Hardware Co.	Harry B. Lyford.
1	Ladles, melting, 3½-inch bowl.....doz..	2	1.02	1.20		.71
2	Latches, thumb, Roggen pattern, heavy....do..	32			.48	.28
3						.23
4						.35
5						.40
6	Lead in pigs.....lbs..	1,000				.0445
7	Locks:					
8	Closet, 3½-inch, iron bolt, dead, 2 keys .doz..	13			.77	.92
9	Drawer, 2½ by 2 inches, iron, 2 keys.....do..	30		.60		1.67
10						.80
11	Locks, mineral knob, rim, iron bolt, 2 keys:					
12	4-inch.....doz..	65		1.40		1.42
13	4½-inch.....do..	131		1.85		1.58
14	5-inch.....do..	45		2.30		1.97
15	6-inch.....do..	28		3.85		2.05
16						2.75
17						3.54
18						2.83
19						3.60
20						3.03
21	Locks:					
22	Mineral knob, mortise, 3½-inch, iron bolt, 2 keys.....doz..	39		1.45		1.51
23						2.41
24	Pad, iron or brass, 3-tumbler, 2 keys each, assorted combinations on each shipping order.....doz..	69				2.09
25						2.40
26						2.94
27						3.80
28						
29						
30	Sash.....do..	145		.25		.2325
31						.36
32						.34
33						.24
34						.39
35						.48
36						.41
37	Mallets, carpenters', hickory, round, 6 by 4 inches.....doz..	5				1.07
38	Nails, oxshoe, No. 5, per 100 pounds.....lbs..	325				7.95
39	Nails, wire, steel, per 100 pounds:					
40	3d.....lbs..	13,100				12.725
41	4d.....do..	11,300				12.575
42	6d.....do..	10,000				12.475
43	8d.....do..	49,000				12.375
44	10d.....do..	52,000				12.325
45	12d.....do..	7,500				12.325
46	20d.....do..	31,000				12.275
47	30d.....do..	19,000				12.275
48	40d.....do..	18,000				12.275
49	60d.....do..	10,000				12.275
50	Fence, 8d.....do..	1,400				12.375
51	Fence, 10d.....do..	2,300				12.325
52	Fence, 12d.....do..	2,900				12.325
53	Finishing, 6d.....do..	4,700				12.725
54	Finishing, 8d.....do..	6,000				12.825
55	Finishing, 10d.....do..	4,600				12.525

a Bid is for "only" quantity called for.

* Delivered in carload lots at points named.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.									
	Kansas City, Omaha, or Sioux City.	St. Paul.	St. Louis.	Chicago.	St. Louis.	St. Paul.	Sioux City, Omaha, or Kansas City.	Chi-cago.	Not stated.	
	Harry B. Lyford.	George R. Bar-clay.	Josiah J. Park-hurst.	Charles T. Boynton.*	Machinists Supply Co.	George W. Trout.				
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† Prices of nails are for quantity in proposal, together with 75 per cent additional, if required, provided order is placed before June 25, 1899, otherwise void.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.						
			Chicago.	Kansas City, Omaha, or Sioux City.	St. Paul.	Frederick K. Maus.*			
							Roy C. Martin.*		Harry B. Lyford.†
1	Nails, horseshoe, per 100 pounds:								
2	No. 5..... lbs..	100	9.00	12.00	7.95				
3	No. 6..... do..	2,300	9.00	11.00	7.95				
4	No. 7..... do..	1,700	9.00	11.00	7.95				
5	No. 8..... do..	1,300	9.00	10.00	7.95				
6	Nails, wire, steel, per 100 pounds:								
7	Lath, 3-penny..... lbs..	4,400		2.725	2.975	2.825			
8	Shingle, 4-penny..... do..	7,100		2.575	2.825	2.675			
9	Nuts, iron, square, for—								
10	1/2-inch bolt..... lbs..	100	.0718	.07125					
11	3/4-inch bolt..... do..	70	.0718	.055					
12	1-inch bolt..... do..	300	.0418	.038					
13	1 1/8-inch bolt..... do..	250	.0268	.021					
14	1 1/4-inch bolt..... do..	525	.0288	.024					
15	1 1/2-inch bolt..... do..	500	.0278	.023					
16	1 3/4-inch bolt..... do..	750	.0258	.021					
17	Oilers, zinc, medium size..... doz..	40		.40					
18	Oilstones, Washita..... do..	8		2.75					
19	Packing:								
20	Hemp..... lbs..	340		.064					
21	Rubber, 1/8-inch..... do..	55		.0825					
22	Rubber, 1/4-inch..... do..	350							
23	Rubber, 3/8-inch..... do..	250							
24	Rubber, 1/2-inch..... do..	180							
25	Yarn (cotton waste)..... do..	1,200							
26	Paper (assorted), per quire:								
27	Emery..... qrs..	200		.1175					
28	Sand..... do..	525		.09					
29	Pencils, carpenters'..... doz..	190		.095					
30	Pinchers, blacksmiths', shoeing..... No..	64	.34	b 6.71					
31			.39	b 7.24					
32			.46	b 9.68					
33			.72	b 4.02					
34				b 4.68					
35				b 2.97					

* Bid is for "only" quantity called for.

† Prices of nails are for quantity in proposal, together with 75 per cent additional if required, provided order is placed before June 25, 1899; otherwise, void.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.										Number.
	Chicago.	St. Louis.	Chicago.	St. Louis.	St. Paul.	Sioux City, Omaha, or Kansas City.	Chicago.	St. Louis.	Chicago.	St. Paul.	
1		7.95	10.00								1
2		7.95	10.00								2
3		7.95	10.00								3
4		7.95	10.00								4
5		2.65	2.85	2.90	2.95	3.105					5
6		2.45	2.65	2.70	2.75	2.905					6
7		.069	.075								7
8		.054	.06								8
9		.039	.045								9
10		.024	.03								10
11		.026	.032								11
12		.025	.031								12
13		.023	.029								13
14	.68	.38					.50	.83			14
15		.51					.55				15
16		.84									16
17		2.39						a .23			17
18		1.93									18
19		.0775									19
20		.065									20
21		.145						.14	.14	.095	21
22		.09						.38	.38	.126	22
23										.168	23
24		.145						.14	.14	.095	24
25		.09						.38	.38	.126	25
26										.168	26
27		.145						.14	.14	.095	27
28		.09						.38	.38	.126	28
29										.168	29
30		.145						.14	.14	.095	30
31		.09						.38	.38	.126	31
32										.168	32
33								.065			33
34	.20	.1075						.115			34
35		.135									35
36	.14	.0775						.079			36
37		.10									37
38		.27									38
39		.08									39
40		.11									40
41		.32									41
42		.34									42
43											43
44											44
45											45
46											46

a Per pound.

b Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	George R. Barclay.	Harry B. Lyford.	Samuel Harris.	Charles G. Dennison.	Machmists Supply Co.	Number.
			Points of delivery.					
			St. Louis.	Chicago.		Chicago.		
1	Pinking irons, 1-inch .....doz..	5	.37	.39				1
2	Planes:							
3	Block, 6-inch, knuckle joint.....No..	62	.60	.544				2
4				.575				3
5				.405				4
6	Fore, adjustable, wood bottoms .do...	34	.90	.248				5
7			.73	.74				6
8			.74	.74				7
9			.74	.955				8
10				.955				9
				.52				10
	Planes, hollow and round, c. s.:							
11	1-inch .....pairs..	5	.38	.56				11
12	1½-inch .....do...	3	.50	.56				12
13	1¾-inch .....do...	2	.59	.66				13
14	Planes:							
15	Jack, adjustable, wood bottoms..No..	105	.73	.37				14
16			.66	.60				15
17			.60	.67				16
18				.699				17
19				.775				18
20	Jointers', double-iron, c. s. ....do...	60	.59	.775				19
21			.53	.56				20
22			.77	.80				21
23			.70	.87				22
24			.88	.93				23
				1.01				24
	Planes, match, plated:							
25	¾-inch .....pairs..	6	.64	.73				25
26				.73				26
27	1-inch .....do...	10	.64	.73				27
28				.73				28
29	Planes, plow, beech wood, screw-arm, full set of irons, c. s., with handle....No..	9	2.86	3.17				29
30			3.02	3.33				30
31			3.49	3.74				31
	Planes, skew rabbet:							
32	½-inch .....do...	8	.26	.29				32
33	1-inch .....do...	10	.26	.29				33
34	1½-inch .....do...	3	.31	.34				34
35	Planes, smooth, adjustable, wood bottoms .....No..	44	.64	.34				35
36			.50	.535				36
37			.54	.67				37
38				.62				38
39				.775				39
	Pliers, c. s., heavy:							
40	Flat-nose, 7-inch .....doz..	4	2.09	1.54		* 3.80	5.60	40
41	Round-nose, 7-inch .....do...	2	2.09	1.54			5.60	41
42	End-cutting, 10-inch.....do...	7	7.59	7.65		* 6.00	19.20	42
43				8.00				43
44	Punches, c. s., belt, to drive, assorted, Nos. 2, 3, 4, 5, and 6 .....doz..	8	.65	.42	.60		1.25	44
45			.42	.38				45
46			.40					46

* "Only" quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	George R. Barclay.	Harry B. Lyford.	James W. Soper.	Frederick K. Maus.*	Machinists Supply Co.*	M. M. Buck Manufacturing Co.*	Josiah J. Parkhurst.	F. Westfahl & Co.	Chas. G. Dennison.*	Chas. A. Kimbark.*	Number.
			Points of delivery.										
			St. Louis.	Chi-cago.	Chi-cago or New York.	Chicago.	St. Louis.	Chicago.	All points.	Chicago.			
1	Punches, conductors', assorted shapes of holes, doz.	4	2.40	1.65	2.99								1
2			5.50	2.47									2
3				2.74									3
4				3.29									4
5	Rasps, horse: 12-inch.....doz..	12	1.85	1.61		1.675	1.70	1.70	1.90	2.06		2.38	5
6			1.88	1.76									6
7			1.68										7
8			2.77										8
9			1.90										9
10	14-inch.....do..	36	2.58	2.26		2.346	2.35	2.39	2.66	2.85		3.32	10
11			2.64	2.46									11
12			2.37										12
13			3.85										13
14			2.66										14
15	Rasps, wood: Flat, 12-inch.....do..	6	2.60	2.21		2.293	2.30	2.34	2.60	2.38		3.09	15
16			2.47	2.40									16
17	Flat, 14-inch.....do..	5	3.46	2.94		3.051	3.05	3.10	3.46	3.18		4.10	17
18			3.28	3.19									18
19	Half-round, 12-inch do..	10	2.80	2.38		2.469	2.50	2.52	2.80	2.55		3.32	19
20			2.64	2.59									20
21	Half-round, 14-inch do..	10	3.70	3.14		3.263	3.30	3.33	3.70	3.37		4.40	21
22			3.52	3.42									22
23	Rivet sets: No. 2.....do..	3	1.90	1.10		1.481	3.00				2.45		23
24			1.04	1.92									24
25	No. 3.....do..	3 ¹ / ₂	1.60	1.10		1.176	2.40				1.95		25
26			.94	1.53									26
27	No. 7.....do..	1 ⁶ / ₁₂	1.35	.99		.75	1.50						27
28			.94										28
29	Rivets and burs, copper: 1/2-inch, No. 8.....lbs..	30	.20	.2375			.25						29
30	1/2-inch, No. 12.....do..	18	.232	.275			.29						30
31	1/2-inch, No. 8.....do..	100	.20	.2375			.25						31
32	1/2-inch, No. 12.....do..	60	.232	.275			.29						32
33	1/2-inch, No. 8.....do..	175	.20	.2375			.25						33
34	1/2-inch, No. 12.....do..	100	.232	.275			.29						34
35	1/2-inch, No. 8.....do..	165	.20	.2375			.25						35
36	1/2-inch, No. 12.....do..	90	.232	.275			.29						36
37	1-inch, No. 8.....do..	105	.20	.2375			.25						37
38	1-inch, No. 12.....do..	50	.232	.275			.29						38
39	Rivets, iron, 5/8-inch, No. 8, flat-head.....lbs..	10		.0625		.048					.054		39

* * Only " quantity called for.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.						Number.
			Chicago.			St. Louis.	Chicago.	Chicago or New York.	
			Frederick K. Maus.*	Harry B. Lyford.	Charles A. Kimbark.*	Grand Crossing Tack Co.	George R. Barclay.	Charles G. Dennison.*		James W. Soper.
	Rivets, iron, No. 8, flat-head:								
1	3/4-inch.....lbs..	5	.0465	.06	.051				1
2	1-inch.....do..	17	.0395	.0525	.044				2
3	1-inch.....do..	44	.0395	.0525	.044				3
	Rivets, iron, flat-head:								
4	3/8 by 1 inch.....do..	10	.0372	.036	.041				4
5	3/8 by 1 1/4 inches.....do..	25	.0372	.036	.041				5
6	3/8 by 2 inches.....do..	200	.0372	.036	.041				6
7	3/8 by 4 inches.....do..	50	.0372	.041	.041				7
8	3/8 by 1 1/4 inches.....do..	330	.036	.035	.04				8
9	3/8 by 1 1/2 inches.....do..	30	.036	.035	.04				9
10	3/8 by 2 inches.....do..	350	.036	.035	.04	a 13. 12			10
11	3/8 by 2 1/2 inches.....do..	270	.036	.035	.04	b 10. 73			11
12	3/8 by 3 1/2 inches.....do..	260	.036	.04	.04				12
13	3/8 by 4 inches.....do..	250	.036	.04	.04	b 9. 94			13
14	3/8 by 1 1/4 inches.....do..	50	.036	.04	.04	b 1. 99			14
15	3/8 by 4 1/2 inches.....do..	50	.036	.04	.04				15
	Rivets, tinne-iron, in packages of 1,000:								
16	10-ounce.....M..	9	.0581	.06		b 58	.05	.064	16
17	12-ounce.....do..	13	.0651	.0625		b 94	.056	.0725	17
18	16-ounce.....do..	25	.0768	.075		b 2. 12	.066	.084	18
19	24-ounce.....do..	19	.0977	.095		b 2. 05	.084	.1075	19
20	32-ounce.....do..	12	.1256	.12		b 1. 66	.108	.1375	20
21	Rules, boxwood, 2-foot, 4-fold, Full brass-bound.....doz.	31		2. 21			2. 20	2. 69	21
22				1. 77					22
23				2. 95					23
24				2. 36					24
25	Saw blades, butcher's bow, 20-inch.....doz.	10		2. 50					25
26							.82	2. 52	26
27							2. 35	2. 52	27
28							2. 70		28
29	Saw clamps, 9-inch jaw.....No.	50		c 3. 85			.22		29
30				c 2. 25			.32		30
				c 3. 60			.38		
	Saw sets:								
31	For crosscut saws.....doz.	3		8. 75			8. 43		31
32				8. 60			8. 93		32
33				8. 60					33
34				10. 50					34
35				4. 10					35
36	For handsaws.....do.	4 1/2		4. 90			4. 25		36
37				4. 15			4. 58		37
38				6. 15			2. 65		38
39				3. 10					39

* "Only" quantity called for.

a 330 pounds.

b For the entire lot.

c Per dozen.

Abstract of proposals received and contracts awarded at Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	James W. Soper.	George R. Barclay.	Harry B. Lyford.	George W. Trout.	Number.
			Points of delivery.				
			Chicago or New York.	St. Louis.	Chicago.	Not stated.	
1	Saws:						
2	Back (or tenon), 12-inch.....doz..	2	6.24	10.00	5.50		1
3			6.75	7.00	7.10		2
4	Bracket.....do.....	1		7.25	1.80		3
5	Buck, framed, complete, 30-inch blade, dozen.....do.....	37	3.75	2.95	5.60		4
6			4.00	3.65	5.00		5
7			4.00	3.25	3.15		6
8			5.00	4.00	3.70		7
9					3.70		8
10	Saws, circular:						9
11	26-inch, crosscut.....No..	9	5.98	5.60	6.15		10
12					5.60		11
13	26-inch, rip.....do.....	2	5.98	5.60	6.15		12
14					5.60		13
15	30-inch, crosscut.....do.....	9	7.69	7.20	8.00		14
16					7.20		15
17	30-inch, rip.....do.....	1	7.69	7.20	8.00		16
18					7.20		17
19	Saws crosscut:						18
20	5-foot, with handles.....do.....	110	1.10	1.39	1.305		19
21				1.08			20
22	6-foot with handles.....do.....	120	1.32	1.64	1.55		21
23				1.29			22
24	Saws, hand, 26-inch:						23
25	6 to 8 points to the inch.....doz..	13	5.00	a 10.00	5.60	6.50	24
26			5.50	a 7.50	8.47	5.50	25
27			8.55	a 8.50	11.00	12.00	26
28			8.55		4.50	6.70	27
29			10.39		6.50		28
30			10.40		10.00		29
31	7 to 9 points to the inch.....do.....	8	5.00	a 10.00	5.60	6.50	30
32			5.50	a 7.50	8.47	5.50	31
33			8.55	a 8.50	11.00	12.00	32
34			8.55		4.50	6.70	33
35			10.39		6.50		34
36			10.40		10.00		35
37	8 to 10 points to the inch.....do.....	7	5.00	a 10.00	5.60	6.50	36
38			5.50	a 7.50	8.47	5.50	37
39			8.55	a 8.50	11.00	12.00	38
40			8.55		4.50	6.70	39
41			10.39		6.50		40
42			10.40		10.00		41
43	Saws:						42
44	Keyhole, 12-inch compass.....do...	9	.93	2.40	1.20		43
45			1.50	1.55	2.40		44
46				.88			45
47	Meat, butcher's bow, 20-inch.....do...	4	8.10	6.75	9.75		46
48			8.10	5.75	6.50		47
49			6.00	4.35	7.84		48
50	Rip, 28-inch, 5 points.....do.....	9	5.49	a 11.00	6.15		49
51			5.99	a 8.50	9.29		50
			9.39	9.50	12.85		51
			9.40		5.75		
			12.20		7.75		
			12.21		11.25		

a If straight back wanted, 75 cents per dozen less.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			Frederick K. Maus.*	Samuel Harris.	Chas. W. Crankshaw.	The Manhattan Supply Co.
			Chicago.			
1	Scales:					
2	Butchers' dial face, spring balance, square dish, 30-pound, by ounces.....No.	11				
3	Counter, 62-pound.....do	5				
4	Scales, hay and cattle, standard platform:					
5	6-ton.....do	6				
6	10-ton.....do	3				
7	Scales, platform, counter, 240-pound.....do	8				
8	Scales, platform, drop-lever, on wheels:					
9	1,000-pound.....do	3				
10	1,500-pound.....do	2				
11	Scissors, ladies', 6-inch, c. s., full size, good quality.....doz.	210			3.35	3.40
12	Screw-drivers:					
13	6-inch steel blade.....do	9	2.70	.855		
14	8-inch steel blade.....do	8	3.78	1.18		
15	10-inch steel blade.....do	5	4.59	1.82		
16	Screws:					
17	Wrought iron, bench, 1½-inch.....No.	40	.26			
18	Wood, bench, 2½-inch.....do	22				
19	Screws, wood, iron:					
20	¼-inch, No. 4.....gross	65	.0698	.09		
21	¼-inch, No. 5.....do	75	.0709	.09		
22	¼-inch, No. 6.....do	75	.0744	.09		
23	¼-inch, No. 7.....do	90	.0802	.09		
24	¼-inch, No. 8.....do	125	.0907	.11		
25	¼-inch, No. 9.....do	190	.0977	.12		
26	¼-inch, No. 10.....do	150	.1012	.12		
27	¼-inch, No. 11.....do	140	.1047	.13		
28	¼-inch, No. 12.....do	225	.1163	.14		
29	¼-inch, No. 13.....do	230	.128	.16		
30	¼-inch, No. 14.....do	5	.128	.16		
31	¼-inch, No. 15.....do	275	.1338	.16		
32	¼-inch, No. 16.....do	126	.1454	.18		
33	¼-inch, No. 17.....do	185	.1629	.20		
34	¼-inch, No. 18.....do	135	.1745	.22		
35	¼-inch, No. 19.....do	85	.192	.24		
36	¼-inch, No. 20.....do	70	.2094	.26		
37	¼-inch, No. 21.....do	70	.2385	.30		
38	¼-inch, No. 22.....do	40	.2676	.34		
39	¼-inch, No. 23.....do	25	.2793	.35		
40	¼-inch, No. 24.....do	12	.3142	.43		
41	¼-inch, No. 25.....do	40	.2967	.37		
42	¼-inch, No. 26.....do	15	.3374	.42		
43	¾-inch, No. 16.....do	20	.4189	.52		
	¾-inch, No. 18.....do	12	.5178	.64		

*Only quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.							Number.	
	James W. Soper.	George R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	Charles Knight.	George W. Trout.	Machinists' Supply Co.		Charles A. Kimbark.*
	Chicago or New York.	St. Louis.	Chicago.		Not stated.	Chicago.			
1									
2		1.86	2.15						1
3			1.78			3.25			2
4						62.00			3
5						85.00			4
6						4.20			5
7						14.90			6
8						21.00			7
9	3.24	2.25	2.42						8
10	2.68	2.00	2.13						9
11		.67	.75				.75		10
12		1.55	.70						11
13		.94	1.10				1.00		12
14		2.10	.97						13
15		1.18	1.60				1.50		14
16		2.49	1.14						15
17		.26	.27						16
18		.18	.165						17
19		.043	.069	.077			.08	.0855	18
20		.043	.07	.078			.08	.087	19
21		.048	.0725	.082			.085	.091	20
22		.05	.08	.1035			.09	.098	21
23		.055	.09	.10			.10	.111	22
24		.06	.097	.1057			.12	.12	23
25		.062	.10	.1116			.125	.124	24
26		.064	.103	.1154			.13	.128	25
27		.072	.115	.1282			.135	.1425	26
28		.08	.126	.141			.15	.157	27
29		.08	.126	.141			.15	.157	28
30		.08	.126	.141			.15	.157	29
31		.092	.144	.163			.155	.164	30
32		.106	.16125	.1785			.175	.178	31
33		.11	.173	.1924			.20	.20	32
34		.12	.192	.216			.215	.214	33
35		.13	.2075	.2316			.23	.235	34
36		.145	.23625	.2508			.25	.256	35
37		.16	.265	.263			.29	.292	36
38		.17	.277	.295			.33	.318	37
39		.197	.31	.3078			.34	.342	38
40		.18	.31	.3463			.39	.385	39
41		.205	.324	.3266			.36	.363	40
42		.256	.334	.372			.42	.413	41
43		.316	.415	.4617			.50	.513	42
			.513	.507			.61	.634	43

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			Chicago.			Chicago or New York.
			Frederick K. Maus.*	Roy C. Martin.*	The Manhattan Supply Co.		James W. Soper.
1	Shears, c. s., trimmer's, straight, full size, good quality:					
2	8-inch.....doz.	47			4.47	4.32
3	10-inch.....do.	1				2.89
4						6.59
5	Shears, tailor's, 12-inch, good quality.....No.	1				6.08
6	Shoes, horse, light, assorted, front and hind, per 100 pounds:					
7	No. 0.....lbs.	600	3.25	2.85		
8	No. 1.....do.	7,000	3.25	2.85		
9	No. 2.....do.	7,000	3.00	2.60		
10	No. 3.....do.	7,300	3.00	2.60		
11	No. 4.....do.	3,700	3.00	2.60		
12	No. 5.....do.	3,300	3.00	2.60		
13	No. 6.....do.	2,300	3.00	2.60		
14	Shoes, mule, per 100 pounds:					
15	No. 2.....do.	500		2.85		
16	No. 3.....do.	450		2.85		
17	No. 4.....do.	325		2.85		
18	Shovels, fire, hand.....doz.	70				
19						
20						
21						
22	Sieves, iron wire, 18-mesh, tinframes.....do.	16				
23	Spirit levels, with plumb, 30-inch.....do.	7				
24						
25						
26						
27	Spoke pointers, adjustable.....No.	40	.36			
28						
29	Springs, door, spiral, heavy.....doz.	52				
30						
31						
32						
33	Squares:					
34	Bevel, sliding T, 10-inch.....do.	3				
35	Framing, steel, 2 inches wide.....do.	9				
36						
37						
38						
39	Panel, 15-inch.....do.	1 1/2				
40	Try, 4 1/2-inch.....do.	3				
41	Try and miter, 7 1/2-inch.....do.	5				
42	Try, 10-inch.....do.	1				
43	Staples, wrought iron, 3 inches long.....do.	170				
44	Steel, cast, bar:					
45	by 3 inches.....lbs.	25	.0625			
46	by 1 inch.....do.	100	.0525			
47	Steel, cast, octagon:					
48	3/4-inch.....do.	330	.0625			
49	1/2-inch.....do.	400	.0575			
50	3/8-inch.....do.	650	.0525			
51	1/4-inch.....do.	800	.0525			
52	1/2-inch.....do.	750	.0525			
53	1 1/4-inch.....do.	200	.0525			

* Only quantity called for.

a Per dozen.

b Shoenerger's steel shoes.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.										Number.	
	St. Louis.	Chicago.								St. Louis.		Chicago.
		George R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	Charles G. Dennison.	Machinists' Supply Co.	Charles A. Kimbark.*	M. M. Buck Manufacturing Co.	Anderson, Du Puy & Co.			
1	2.80											1
2		2.87										2
3	4.15		4.27									3
4												4
5	2.25		2.25									5
6	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			6
7	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			7
8	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			8
9	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			9
10	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			10
11	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			11
12	3.10	d 3.19	b 2.49	b 3.30	c 3.45				2.87			12
13	3.10	d 3.19	b 2.49	b 3.30	c 3.45				3.60			13
14	3.10	d 3.19	b 2.49	b 3.30	c 3.45				3.60			14
15	3.10	d 3.19	b 2.49	b 3.30	c 3.45				3.60			15
16	.58		.32									16
17	.72		.35									17
18			.60						.40			18
19			.90						.43			19
20									.60			20
21									.65			21
22	.88		.80						.80			22
23	2.88		3.37									23
24			5.54									24
25			3.55									25
26			5.83									26
27	.41		a 4.90						3.33			27
28									.60			28
29	.76		1.30									29
30	.64		.98									30
31	.55											31
32	.98											32
33	1.58		1.62									33
34			2.73									34
35	6.00		3.50									35
36	5.50		4.00									36
37	3.96		5.25									37
38	3.40											38
39			3.10									39
40	.96		.93						e .67			40
41	2.14		2.04									41
42	1.87		1.80						e 1.55			42
43	.019		.025									43
44					.0625				.07		.065	44
45					.0625				.06		.055	45
46					.0725				.07		.065	46
47					.0675				.065		.06	47
48					.0625				.06		.055	48
49					.0625				.06		.055	49
50					.0625				.06		.055	50
51					.0625				.06		.055	51

c Shoenerger's iron shoes.

d Burden Iron Co.'s shoes.

e Each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.		
			Chicago.		
			Frederick K. Maus.*	American Cutlery Co.	Roy C. Martin.*
1	Steel, cast, square:				
2	1-inch.....lbs..	200	.0575		
3	1-inch.....do..	150	.0525		
4	1-inch.....do..	175	.0525		
5	1-inch.....do..	350	.0525		
6	1½-inch.....do..	150	.0525		
7	2-inch.....do..	300	.0525		
8	Steel, plow:				
9	by 3 inches.....do..	75			
10	by 5 inches.....do..	75			
11	by 6 inches.....do..	450			
12	Steel, spring:				
13	by 1 inch.....do..	725	2.84		
14	by 1½ inches.....do..	500	2.64		
15	by 1¾ inches.....do..	750	2.64		
16	by 2 inches.....do..	425	2.64		
17	by 2½ inches.....do..	1,600	2.64		
18	by 3 inches.....do..	200	2.64		
19	by 3½ inches.....do..	400	2.84		
20	Steels, butcher's, 12-inch, stag handle	6		9.00	
21	Stocks and dies, blacksmith's:				
22	To cut 1 inch to ½ inch, L. H., and 1 inch to ½ inch, R.				
23	H., 6 taps and 3 dies each.....No..	21	2.70		2.75
24	To cut ½ inch to ¼ inch, L. H., and ½ inch to ¼ inch, R.				
25	H., 6 taps and 3 dies each.....No..	21	1.56		1.63
26	Swage blocks, blacksmith's, per pound.....do..	4	.0215		.03
27	Tacks, iron wire, brass heads, upholsterer's, size No. 43, per M.....M..	50			
28	Tacks, cut, full half weight, per dozen papers:				
29	4-ounce.....papers..	1,075			
30	6-ounce.....do..	1,125	.1725		
31	8-ounce.....do..	1,300	.2625		
32	10-ounce.....do..	1,250	.3075		
33	12-ounce.....do..	850	.3525		
34	Tape measures, 75-foot, leather case.....doz..	4			
35	Tire shrinkers.....no..	6	3.65		
36			4.10		
37			4.35		
38			8.75		
39	Toe calks, steel:				
40	No. 1.....lbs..	1,000	.0385		.04
41	No. 2.....do..	1,100	.0385		.04
42	No. 3.....do..	1,075	.0385		.04
43	Trowels:				
44	brick, 10½-inch.....doz..	6			
	plastering, 10½-inch.....doz..	4			

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	M. M. Buck Manufacturing Co.*	George R. Barclay.	Harry B. Lyford.	Josiah J. Parkhurst.	Anderson, Du Puy & Co.	Grand Crossing Tack Co.	Charles A. Kimbark.*	Frank H. Tutthill.*	Samuel Harris.	James W. Soper.	Machinists' Supply Co.	Points of delivery.			
												St. Louis.	Chicago.	Chicago or N. Y.	Chicago
												1	.06		
2	.055			.0625	.055		.06								
3	.055			.0625	.055		.06								
4	.055			.0625	.055		.06								
5	.055			.0625	.055		.06								
6	.055			.0625	.055		.06								
7				.0275	.0375		.026								
8				.0275	.035		.027								
9				.0275	.035										
10				.025	.035		.03	.026							
11				.025	.035		.028	.026							
12				.025	.035		.028	.026							
13				.025	.035		.028	.026							
14				.025	.035		.028	.026							
15				.025	.035		.028	.026							
16				.025	.035		.028	.026							
17				.025	.035		.026								
18		6.85	6.74												
19				3.51	4.95		3.49								
20				1.57	2.47		2.12								
21					.02375		.0275								
22		2.49	.24				a 9.41								
23		.0825	.09125				a 11.81								
24		.099	.0975				a 16.68								
25		.12	.10375				a 18.96								
26		.143	.11				a 14.88								
27		.165	.129												
28		6.25	5.77						17.50	5.65	13.80				
29			7.92												
30			37.80												
31		4.65		b 4.75			4.42								
32				c 4.00			5.31								
33				d 6.60											
34		.038	.0395	.04			.045								
35		.038	.0395	.04			.045								
36		.038	.0395	.04			.045								
37		.038	.0395	.04			.045								
38															
39															
40		6.09	3.38							3.75					
41		3.67													
42		2.84													
43		6.56	3.05							3.50					
44		3.63													

* "Only" quantity called for.
a For the lot.
b Males No. 2.

c Little Giant No. 1.
d Little Giant No. 2.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—Continued.	Quantity awarded.	Points of delivery.				
			Chicago.		Chi- cago or New York.	St. Louis.	
			Frederick K. Maus *	Samuel Harris.	Roy C. Martin.*	James W. So- per.	Geo. R. Bar- clay.
1	Tuyeres (tweers), iron, duck's-nest pattern, single, No. 2, heavy..... No.	15	.30	.45	.41		
2	Vises, blacksmith's, solid box, per pound:						
3	6-inch jaw..... No.	13	.06174	b8.10	b6.25	b6.93	b6.60
4	4½-inch jaw..... do.	2	.0388	b4.14	b3.90	b3.62	b3.45
5	Vises:						
6	Carpenter's oval slide, 4-inch jaw, number.....	23	1.82			2.24	2.05
7	Gunsmith's, parallel filers, 4-inch jaw..... No.	11	2.42			3.52	5.70
8	Washers, iron, for—						6.65
9	¼-inch bolt..... lbs.	200	.0575	.075			.0495
10	⅜-inch bolt..... do.	190	.048	.065			.044
11	½-inch bolt..... do.	480	.039	.055			.0385
12	¾-inch bolt..... do.	700	.026	.045			.0275
13	1-inch bolt..... do.	600	.024	.04			.022
14	1-inch bolt..... do.	450	.024	.04			.022
15	Wedges, wood chopper's, solid steel, per pound:						
16	5-pound..... No.	12	.0245				.0225
17	6-pound..... do.	105	.0245				.0225
18	7-pound..... do.	74	.0245				.0225
19	Well wheels, 10-inch..... do.	140					.145
20	Wire, annealed:						
21	No. 16 gauge..... lbs.	160					.037
22	No. 20 gauge..... do.	90					.041
23	No. 24 gauge..... do.	125					.046
24	Wire, bright, iron:						
25	No. 3 gauge..... do.	55					.025
26	No. 6 gauge..... do.	65					.025
27	No. 7 gauge..... do.	60					.025
28	No. 8 gauge..... do.	200					.025
29	No. 9 gauge..... do.	50					.025
30	No. 10 gauge..... do.	300					.0275
31	No. 11 gauge..... do.	15					.0275
32	No. 12 gauge..... do.	50					.029
33	No. 14 gauge..... do.	100					.03
34	No. 16 gauge..... do.	60					.035
35	No. 18 gauge..... do.	65					.04
36	Wire cloth for screens, painted..... sq. ft.	27,000					.01
37	Wire, two-point barbed, galvanized, main wires not larger than 12½ gauge; barbs not larger than 13½ gauge; samples in 1-rod lengths required, per 100 pounds:						
38	For hog fence, space between barbs not to exceed 3 inches..... lbs.	11,400					
39	For cattle fence, space between barbs not to exceed 5 inches..... lbs.	351,300					
40	Wire-fence staples, 1½-inch, steel, galvanized, per 100 pounds..... lbs.	14,300					2.65

* "Only" quantity called for. a Per dozen. b Each. c Delivered in car-load lots.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.										Number.	
	Chicago.					Kansas City, Omaha, or Sioux City.	St. Paul.	Chicago.	St. Louis.	St. Paul.		Sioux City, Omaha, or Kansas City.
	Josiah J. Parkhurst.	Machinists' Supply Co.	Chas. A. Kimbark.*	Anderson, Du Puy & Co.	Charles G. Denison.	The Manhattan Supply Co.	Harry B. Lyford.	Charles T. Boynton.				
1	.40		.65			.23					1	
2	.075	.07	b8.36			b6.60					3	
3	.075	.07	b4.56			b3.45					4	
4		2.55				1.95					5	
5											6	
6											7	
7						4.69					8	
8						1.95					9	
9	.055		.0595			.046					10	
10	.0475		.0515			.04125					11	
11	.038		.0425			.04125					12	
12	.026		.0295			.0225					13	
13	.022		.0255			.0205					14	
14	.022		.0255			.0205					15	
15			b. 25			.0236					16	
16			b. 30			.0273					17	
17			b. 35			.0236					18	
18						.0273					19	
19						.0236					20	
20						.0273					21	
21						a1.90					22	
22						.03					23	
23						.04125					24	
24					*.04	.0625					25	
25						.0295					26	
26					*.02	.0295					27	
27					*.02	.0295					28	
28					*.02	.0295					29	
29					*.02	.0295					30	
30					*.022	.032					31	
31					*.022	.032					32	
32					*.023	.0335					33	
33					*.025	.036					34	
34					*.028	.04					35	
35					*.0115	.0425					36	
36					.017	.011					37	
37						.011					38	
38						(d)	(d)	(d)			39	
39						2.875	3.125	2.975	e3.00	e3.05	e3.10	e3.255
40						2.925	3.175	3.025	e3.00	e3.05	e3.10	e3.255
41						2.925	3.175	3.025	e2.95	e3.00	e3.05	e3.205
42						2.875	3.125	2.975	e3.00	e3.05	e3.10	e3.255
43						2.925	3.175	3.025	e3.00	e3.05	e3.10	e3.255
44						2.925	3.175	3.025	e2.95	e3.00	e3.05	e3.205
45						2.875	3.125	2.975	e2.95	e3.00	e3.05	e3.205

d Prices are for quantity named in proposal, together with 75 per cent additional if required, provided order is placed prior to June 25, 1899.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.		
			Chicago.		
			Frederick K. Mans.*	Samuel Harris.	Chas. W. Crankshaw.
1	Wire-fence stretchers..... No.	132			
2					
3					
4	Wrenches, screw, black:				
5	8-inch doz..	17	1.675	3.80	1.71
6					
7					
8	10-inch do..	21	2.01	4.56	2.05
9					
10					
11					
12	12-inch do..	6	2.346	5.32	2.395
13					
14					
15	15-inch do..	5	4.021	9.12	4.10
16					
17					
18					
19					
20					
21					
22					
23					
	<i>Additional for training schools.</i>				
24	Bits, auger, c. s., Cook's pattern:				
25	1/2-inch do..	1			
26	3/8-inch do..	1			
27	1/2-inch do..	1			
28	3/4-inch do..	6			
29	1-inch do..	12			
30	Blast furnace, combination, hot blast, complete, with fire pot, number	21			
31	Cement, gas fitters', in 5-pound packages..... lbs.	150			
32	Cutters, pipe, 3-wheel:				
33	To cut 1/2 to 1 inch..... No.	11	1.13		
34	To cut 1/2 to 2 inches..... do..	28	1.50		
35	Ladles, melting:				
36	4-inch..... do..	7	.085	.15	
37	8-inch..... do..	4		.50	
38	Pliers, gas:				
39	6-inch..... do..	21		.20	
40	12-inch..... do..	21		.36	
41	Ratchets, sleeve:				
42	Handles 10 inches long..... do..	7		3.78	
43	Handles 17 inches long..... do..	2		6.84	
44	Reamers, pipe, 1/2, 3/4, 1, 1 1/4, 1 1/2, 2 inch..... do..	52		.37	
45				.50	
46				.63	
47				.75	
48				.93	
49				1.25	
50	Stocks and dies (solid):				
51	1/2 to 1-inch..... do..	23			
52	1 1/4 to 2-inch..... do..	20			
53	Taps, pipe, 1/2, 3/4, 1, 1 1/4, 1 1/2, 2 inch..... do..	54		.37	
				.50	
				.63	
				.75	
				.93	
				1.25	

*"Only" quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.						Number.
	St. Louis.	Chicago.					
		George R. Barclay.	Harry B. Lyford.	Machinist's Supply Co.	Chas. A. Kimbark.*	Peck Bros. Co.*		Crane Co.	James B. Clow.
1							
2	.32	.33					
3		.36					
4		.44					
5	2.61	1.61	4.30	2.50			
6	3.98	2.42					
7	1.62	3.76					
8		1.95					
9		3.08					
10	3.13	1.93	5.75	3.00			
11	4.78	2.91					
12	1.95	4.51					
13		2.34					
14		3.60					
15	3.65	2.25	6.00	3.50			
16	5.58	3.39					
17	2.27	5.26					
18		2.73					
19		4.30					
20	6.27	3.88	10.25	6.00			
21	9.54	5.82					
22	3.90	9.00					
23		4.68					
		7.37					
24		1.52					
25		1.62					
26		1.71					
27		1.90					
28		2.09					
29		2.50					
30					3.50	5.00	
31					.065	.10	
32							
33			1.25	1.35	.9625	1.13	
34			2.65	1.80	1.284	4.50	
35							
36			.17	.14		.40	
37			.51	1.25		4.25	
38		.14	.32	.34	.164	.25	
39		.29	.28	.43	.263	.82	
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							
51							
52							
53							

a Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.								Number.	
			Chicago.		St. Louis.	Chicago.			St. Louis.			
			Samuel Harris.	Chas. W. Crankshaw.	Geo. R. Barclay.	Harry B. Lyford.	Machinist's Supply Co.	James B. Clow.	Peck Bros. Co.*	Crane Co.		M. M. Buck Manufacturing Co.*
			Chicago.	St. Louis.	Chicago.	Chicago.	St. Louis.					
1	Vise, pipe, malleable iron, to hold $\frac{1}{2}$ to 2 inch pipe. No. 1	26	1.60	1.65	1.85	2.20	2.25	1.60		1		
2	Wrenches, pipe:											
3	8-inch do.....	50	.76	.70	.74	.76	.80	1.00	.72	2		
4				.80	.70					3		
5				.60	.65					4		
6	18-inch do.....	36	1.52		1.48	1.55	1.60	2.00	1.44	5		
7				1.60	1.40					6		
				1.00	1.31					7		
8	Bibbs, lever handle, plain, finished, for iron pipe:						.55	.49	.45 $\frac{1}{2}$	.52	
9	$\frac{1}{2}$ -inch No. 1	110					.85	.76	.69 $\frac{3}{4}$	.80	
10	$\frac{3}{4}$ -inch do.....	130					1.25	1.13	1.04	1.20		
11	1-inch do.....	45										
11	Bibbs, lever handles, plain, finished, for lead pipe, $\frac{1}{2}$ -inch. No. 1	20				.48		.44		11		
12	Bibbs, compression, plain, finished, for iron pipe:											
13	$\frac{1}{2}$ -inch No. 1	133				.40		.38	.39	.42		
14	$\frac{3}{4}$ -inch do.....	240				.60		.59	.60	.60		
15	1-inch do.....	65				1.15		1.09	1.11	1.15		
15	Boiler elbows, with unions, malleable iron, bent, male:						.21	.15	.12			
16	$\frac{3}{4}$ -inch No. 1	3					.30	.15	.12	15		
16	1-inch do.....	1								16		
17	Boiler conpling, with unions, malleable iron, straight, male:						.21	.15	.12			
18	$\frac{3}{4}$ -inch No. 1	1					.30	.15	.12	17		
18	1-inch do.....	1								18		
19	Bushings, malleable iron:						.015	.0075	.01	.0135		
20	$\frac{1}{2}$ by $\frac{3}{4}$ inch No. 1	300					.018	.01	.012	.014		
21	1 by 1 $\frac{1}{2}$ inches do.....	375					.021	.0125	.014	.02		
22	1 $\frac{1}{2}$ by 1 $\frac{1}{2}$ inches do.....	320					.027	.02	.018	.023		
23	1 $\frac{1}{2}$ by 2 inches do.....	275					.042	.025	.028	.036		
24	Caps, malleable iron, black:						b. 064	.0075	.008	.015		
25	$\frac{1}{2}$ -inch No. 1	125					b. 064	.0125	.0128	.02		
26	$\frac{3}{4}$ -inch do.....	220					b. 064	.015	.0192	.03		
27	1-inch do.....	190					b. 052	.03 $\frac{1}{2}$	.0256	.042	
28	1 $\frac{1}{2}$ -inch do.....	155					b. 052	.052	.0384	.06		
29	2-inch do.....	135					b. 052	.06 $\frac{1}{2}$	.0512	.076	
30	Caps, malleable iron, galvanized:						b. 092	.01	.0128	.02		
31	$\frac{1}{2}$ -inch No. 1	35					b. 092	.015	.0192	.032		
32	$\frac{3}{4}$ -inch do.....	50					b. 092	.02	.0272	.045		
33	1-inch do.....	50					b. 08	.04625	.0384	.065		
34	1 $\frac{1}{2}$ -inch do.....	50					b. 08	.07	.068	.095		
35	2-inch do.....	50					b. 08	.095	.0832	.125		

* "Only" quantity called for.

a Can only furnish 15.

b Per pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.				Number.
			M. M. Buck Manufacturing Co.*	James B. Clow.	Peck Bros. Co.*	Crane Co.	
	Couplings, wrought-iron:						
1	1/4-inch.....No..	45	.02	.0178	.01 3/4	.0133	1
2	1/2-inch.....do..	160	.029	.025	.024	.019	2
3	1-inch.....do..	156	.035	.0325	.032	.0247	3
4	1 1/4-inch.....do..	106	.042	.0425	.042	.0323	4
5	1 1/2-inch.....do..	80	.052	.0525	.05	.0399	5
6	2-inch.....do..	105	.07	.07	.06	.0532	6
	Couplings, wrought-iron, galvanized:						
7	1/4-inch.....do..	65	.029	.025	.025	.019	7
8	1/2-inch.....do..	160	.033	.0325	.032	.0247	8
9	1-inch.....do..	85	.045	.045	.042	.0342	9
10	1 1/4-inch.....do..	135	.055	.0625	.06	.0475	10
11	1 1/2-inch.....do..	90	.08	.08	.08	.0608	11
12	2-inch.....do..	135	.10	.10	.095	.076	12
	Couplings, R. and L., malleable iron, black:						
13	1/4-inch.....do..	85	.022	b. 064	.018	.0128	13
14	1/2-inch.....do..	115	.032	b. 064	.03	.0192	14
15	1-inch.....do..	100	.04	b. 052	.04	.0256	15
16	1 1/4-inch.....do..	100	.063	b. 052	.06	.04	16
17	1 1/2-inch.....do..	70	.09	b. 052	.085	.0576	17
18	2-inch.....do..	60	.125	b. 052	.12 3/4	.0832	18
	Couplings, R. and L., malleable iron, galvanized:						
19	1/4-inch.....No..	50	.025	b. 092	.024	.016	19
20	1/2-inch.....do..	135	.047	b. 092	.04 3/4	.0272	20
21	1-inch.....do..	75	.068	b. 08	.06	.04	21
22	1 1/4-inch.....do..	85	.085	b. 08	.08 1/2	.056	22
23	1 1/2-inch.....do..	50	.14	b. 08	.132	.088	23
24	2-inch.....do..	80	.18	b. 08	.178	.12	24
	Crosses, malleable iron, black:						
25	1/4-inch.....do..	25	.03	b. 08	.03 3/4	.0192	25
26	1/2-inch.....do..	50	.054	b. 064	.04	.032	26
27	1-inch.....do..	60	.075	b. 064	.05 3/4	.048	27
28	1 1/4-inch.....do..	35	.10	b. 052	.0675	.0604	28
29	1 1/2-inch.....do..	40	.15	b. 052	.12	.0775	29
30	2-inch.....do..	25	.25	b. 052	.15 3/4	.16	30
	Crosses, malleable iron, galvanized:						
31	1/4-inch.....do..	40	.045	b. 108	.046	.0272	31
32	1/2-inch.....do..	60	.06	b. 092	.056	.04	32
33	1-inch.....do..	45	.11	b. 092	.076	.072	33
34	1 1/4-inch.....do..	60	.15	b. 08	.10	.096	34
35	1 1/2-inch.....do..	50	.22	b. 08	.14	.144	35
36	2-inch.....do..	55	.36	b. 08	.232	.24	36
	Elbows, malleable iron, black:						
37	1/4-inch.....do..	350	.025	b. 064	.016	.016	37
38	1/2-inch.....do..	670	.037	b. 052	.022	.024	38
39	1-inch.....do..	540	.054	b. 052	.032	.0352	39
40	1 1/4-inch.....do..	400	.06	b. 044	.0375	.04	40
41	1 1/2-inch.....do..	360	.094	b. 044	.042	.056	41
42	2-inch.....do..	420	.124	b. 044	.07	.08	42
	Elbows, malleable iron, galvanized:						
43	1/4-inch.....do..	100	.035	b. 092	.018	.0224	43
44	1/2-inch.....do..	250	.05	b. 08	.032	.032	44
45	1-inch.....do..	225	.08	b. 08	.0475	.512	45
46	1 1/4-inch.....do..	145	.10	b. 072	.0575	.064	46
47	1 1/2-inch.....do..	120	.148	b. 072	.0725	.096	47
48	2-inch.....do..	170	.22	b. 072	.11 1/4	.144	48

* "Only" quantity called for.

b Per pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in heavy type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.				Number.
			M. M. Buck Manufacturing Co.	Jas. B. Clow.	Peck Brothers.	Crane Co.	
	Elbows, R. and L., malleable iron, black:						
1	$\frac{1}{2}$ -inch.....No.	25	.03	α . 08	.025	.0192	1
2	$\frac{3}{4}$ -inch.....do	40	.044	α . 064	.0321	.0272	2
3	1-inch.....do	60	.062	α . 064	.0375	.04	3
4	1 $\frac{1}{4}$ -inch.....do	45	.08	α . 052	.05	.048	4
5	1 $\frac{1}{2}$ -inch.....do	30	.10	α . 052	.07 $\frac{1}{2}$	.064	5
6	2-inch.....do	30	.16	α . 052	.082	.104	6
	Elbows, R. and L., malleable iron, galvanized:						
7	$\frac{1}{2}$ -inch.....No.	45	.04	α . 108	.032	.033	7
8	$\frac{3}{4}$ -inch.....do	60	.055	α . 092	.044	.04	8
9	1-inch.....do	60	.087	α . 092	.05$\frac{1}{2}$	.064	9
10	1 $\frac{1}{4}$ -inch.....do	45	.11	α . 08	.0725	.08	10
11	1 $\frac{1}{2}$ -inch.....do	35	.16	α . 08	.088	.12	11
12	2-inch.....do	30	.235	α . 08	.126	.192	12
	Elbows, malleable iron, black, side outlet:						
13	$\frac{1}{2}$ -inch.....do	3	.08	α . 08	.022	.016	13
14	$\frac{3}{4}$ -inch.....do	25	.045	α . 064	.032	.0288	14
15	1-inch.....do	30	.074	α . 064	.0375	.048	15
16	1 $\frac{1}{4}$ -inch.....do	12	.11	α . 064	.05	.072	16
17	1 $\frac{1}{2}$ -inch.....do	12	.15	α . 064	.075	.096	17
18	2-inch.....do	12	.22	α . 064	.1275	.16	18
	Elbows, malleable iron, galvanized, side outlet:						
19	$\frac{1}{2}$ -inch.....No.	35	.035	α 1. 08	.028	.032	19
20	$\frac{3}{4}$ -inch.....do	50	.06	α . 092	.044	.0575	20
21	1-inch.....do	45	.09	α . 092	.0475	.096	21
22	1 $\frac{1}{4}$ -inch.....do	30	.135	α . 092	.06$\frac{1}{2}$	.144	22
23	1 $\frac{1}{2}$ -inch.....do	6	.19	α . 092	.095	.192	23
24	2-inch.....do	6	.25	α . 092	.1575	.32	24
	Gas service cocks, brass, female:						
25	$\frac{1}{2}$ -inch.....do	20	.32	α . 40	.44	.276	25
26	1-inch.....do	20	.40	α . 52	.57	.36	26
27	1 $\frac{1}{2}$ -inch.....do	18	.65	α . 78	.86	.54	27
	Nipples, shoulder, wrought iron, black:						
28	$\frac{1}{2}$ -inch.....do	135	.01	.018	.01	.008	28
29	$\frac{3}{4}$ -inch.....do	200	.013	.021	.012	.01	29
30	1-inch.....do	235	.015	.027	.014	.012	30
31	1 $\frac{1}{4}$ -inch.....do	160	.022	.036	.02	.018	31
32	1 $\frac{1}{2}$ -inch.....do	160	.025	.045	.0225	.02	32
33	2-inch.....do	160	.032	.057	.03	.028	33
	Nipples, shoulder, wrought iron, galvanized:						
34	$\frac{1}{2}$ -inch.....No.	35	.013	.021	.012	.01	34
35	$\frac{3}{4}$ -inch.....do	130	.018	.03	.014	.012	35
36	1-inch.....do	130	.022	.039	.022	.018	36
37	1 $\frac{1}{4}$ -inch.....do	85	.032	.057	.03	.026	37
38	1 $\frac{1}{2}$ -inch.....do	90	.04	.072	.042	.03	38
39	2-inch.....do	80	.05	.093	.0475	.04	39

* "Only" quantity called for.

α Per pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.					Number.
			M. M. Buck Manufacturing Co.	Jas. B. Clow.	Peck Brothers.	Crane Co.	Harry B. Lyford.	
	Pipe, wrought iron, black:							
1	$\frac{1}{8}$ -inch.....feet.	1,700	.0291	.0276	.0275	.02357		1
2	$\frac{1}{4}$ -inch.....do.	3,300	.0319	.0302	.03 $\frac{1}{2}$	.02581		2
3	1-inch.....do.	4,000	.0457	.0433	.044	.03703		3
4	$\frac{1}{2}$ -inch.....do.	2,100	.0609	.0577	.058	.04937		4
5	$\frac{3}{4}$ -inch.....do.	1,800	.0748	.0709	.075	.06059		5
6	2-inch.....do.	1,300	.0998	.0945	.095	.08078		6
	Pipe, wrought iron, galvanized:							
7	$\frac{1}{8}$ -inch.....do.	400	.0471	.0446	.045	.03817		7
8	$\frac{1}{4}$ -inch.....do.	3,000	.0526	.0499	.05	.04263		8
9	1-inch.....do.	4,000	.072	.0682	.07	.05834		9
10	$\frac{1}{2}$ -inch.....do.	2,200	.0998	.0945	.095	.08078		10
11	$\frac{3}{4}$ -inch.....do.	700	.1219	.1155	.1175	.09874		11
12	2-inch.....do.	3,000	.1634	.1548	.155	.13239		12
	Pipe, lead, per pound:							
13	$\frac{1}{8}$ -inch.....do.	500			.07		.052	13
14	$\frac{1}{4}$ -inch.....do.	100			.07		.052	14
15	1-inch.....do.	50			.07		.052	15
16	$\frac{1}{2}$ -inch.....do.	75			.07		.052	16
17	$\frac{3}{4}$ -inch.....do.	100			.07		.052	17
18	2-inch.....do.	10			.07		.052	18
	Plugs, cast iron, black:							
19	$\frac{1}{8}$ -inch.....doz.	32	.06	c.55	.06	b.004		19
20	$\frac{1}{4}$ -inch.....do.	70	.085	c.83	.10	b.006		20
21	1-inch.....do.	40	.12	c1.10	.12	b.008		21
22	$\frac{1}{2}$ -inch.....do.	37	.15	c1.35	.15	b.01		22
23	$\frac{3}{4}$ -inch.....do.	35	.22	c1.90	.19	b.014		23
24	2-inch.....do.	33	.29	c2.70	.30	b.02		24
	Plugs, cast iron, galvanized:							
25	$\frac{1}{8}$ -inch.....do.	8	.12	c1.10	.12	b.008		25
26	$\frac{1}{4}$ -inch.....do.	12	.18	c1.62	.17	b.012		26
27	1-inch.....do.	11	.25	c2.16	.22	b.016		27
28	$\frac{1}{2}$ -inch.....do.	6	.30	c2.70	.30	b.02		28
29	$\frac{3}{4}$ -inch.....do.	4	.42	c3.78	.39	b.028		29
30	2-inch.....do.	5	.60	c5.40	.54	b.04		30
	Reducers, malleable iron, black:							
31	$\frac{1}{2}$ by $\frac{3}{4}$ inch.....do.	28	.30	a.064	.36	b.016		31
32	$\frac{3}{4}$ by 1 inch.....do.	35	.48	a.064	.45	b.0256		32
33	1 by $\frac{1}{2}$ inch.....do.	31	.60	a.052	.45	b.032		33
34	$\frac{1}{2}$ by $\frac{1}{2}$ inch.....do.	35	.81	a.052	.78	b.0448		34
35	$\frac{1}{2}$ by 2 inch.....do.	33	1.34	a.052	.92	b.072		35
	Reducers, malleable iron, galvanized:							
36	$\frac{1}{2}$ by $\frac{3}{4}$ inch.....doz.	11	.44	a.092	.64	b.024		36
37	$\frac{3}{4}$ by 1 inch.....do.	15	.75	a.092	.64	b.04		37
38	1 by $\frac{1}{2}$ inch.....do.	13	1.02	a.08	.69	b.056		38
39	$\frac{1}{2}$ by $\frac{1}{2}$ inch.....do.	5	1.35	a.08	1.14	b.072		39
40	$\frac{1}{2}$ by 2 inch.....do.	6	2.25	a.08	1.35	b.12		40
41	Stopcocks, brass, steam, $\frac{3}{4}$ -inch.....No.	100	.45	.60	.53	b.4284		41

* "Only" quantity called for.

a Per pound.

b Each.

c Per cwt.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	M. M. Buck Manufacturing Co.*	
			Point of delivery.	
			St. Louis.	
Stopcocks, brass, steam:				
1	1-inch..... No.	60	.64	
2	1½-inch..... do.	30	.97	
3	1½-inch..... do.	30	1.35	
4	2-inch..... do.	25	1.95	
5	Straps, tinned, for ½, ¾, 1, 1½, 2, and 2-inch pipe..... gross	13	1.00	
Tees, malleable iron, black:				
7	1-inch..... No.	165	.028	
8	1½-inch..... do.	310	.039	
9	1-inch..... do.	300	.061	
10	1½-inch..... do.	240	.075	
11	1½-inch..... do.	250	.11	
12	2-inch..... do.	250	.15	
Tees, malleable iron, galvanized:				
13	1-inch..... do.	65	.04	
14	1½-inch..... do.	190	.05	
15	1-inch..... do.	150	.094	
16	1½-inch..... do.	100	.12	
17	1½-inch..... do.	70	.175	
18	2-inch..... do.	105	.25	
Tees, four-way, malleable iron, black:				
19	1-inch..... do.	8	.04	
20	1½-inch..... do.	16	.06	
21	1-inch..... do.	10	.09	
22	1½-inch..... do.	8	.13	
23	1½-inch..... do.	8	.19	
24	2-inch..... do.	8	.30	
Tees, four-way, malleable iron, galvanized:				
25	1-inch..... do.	9	.15	
26	2-inch..... do.	5	.50	
Valves, gate, high pressure:				
27	1-inch..... do.	100	.45	
28	1½-inch..... do.	155	.60	
29	1-inch..... do.	120	.85	
30	1½-inch..... do.	80	1.20	
31	1½-inch..... do.	65	1.65	
32	2-inch..... do.	90	2.60	
Valves, globe, high pressure:				
33	1-inch..... do.	32	.33	
34	1½-inch..... do.	100	.40	
35	1-inch..... do.	70	.58	
36	1½-inch..... do.	30	.80	
37	1½-inch..... do.	20	1.10	
38	2-inch..... do.	35	1.66	
Couplings, hose:				
39	1-inch..... do.	210	.09	
40	1½-inch..... do.	75	.34	
41	1½-inch..... do.	45	.46	
42	2-inch..... do.	40	.81	
43	2½-inch..... do.	30	1.55	

* "Only" quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Jas. B. Clow.	Peck Bros. Co.*	Crane Co.	William D. Allen.	George R. Barclay.	Harry B. Lyford.	Points of delivery.			
							Chicago.		St. Louis.	Chicago.
	.82	.72					.5923			
	1.30	1.17					.9327			
	1.70	1.53					1.2224			
	2.55	2.26					1.84			
	a. 12	.36	1.08	1.32						
		.48	1.20	1.68						
	a. 064	.0125					.01757			
	a. 052	.022					.024			
	a. 052	.032					.04			
	a. 044	.0475					.048			
	a. 044	.05					.072			
	a. 044	.0875					.096			
	a. 092	.018					.0255			
	a. 08	.032					.032			
	a. 08	.0475					.068			
	a. 072	.07					.08			
	a. 072	.085					.112			
	a. 072	.145					.16			
	a. 092	.02					.0225			
	a. 092	.03					.0319			
	a. 092	.045					.056			
	a. 092	.06					.08			
	a. 092	.122					.1275			
	a. 092	.21					.20			
	a. 16	.068					.112			
	a. 16	.305					.40			
	2.63	.37					.624			
	3.13	.50					.84			
	5.00	.72					1.08			
	6.00	1.00					1.56			
	7.25	1.44					2.04			
	11.50	2.14					3.00			
	.74	.35					.4256			
	1.20	.44					.5852			
	1.50	.63					.7448			
	2.20	.88					1.064			
	3.00	1.23					1.463			
	4.40	1.86					2.128			
	b. 63						.0608	.06	.055	
	b 3.60						.24	.33	.46	
	b 5.00						.336	.46	.83	
	b 8.64						.576	.83	1.40	
	b 17.28						1.152	1.40		

* "Only" quantity called for.

a Per pound.

b Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.			
			Chicago.		St. Louis.	
			William D. Allen.	Charles W. Crankshaw.	William T. Tate.	M. M. Buck Mfg. Co.
1	Hose, rubber, garden, 3/4-inch feet..	5,750	.0575	.12		.115
2				.11		.085
3				.10		.0475
4				.0825		.055
5				.0675		.075
6						.08
7						.07
8	Hose, cotton, rubber-lined:					
9	1 1/4-inch do..	1,400	.14		.18	.135
10						
11	1 1/2-inch do..	500	.16		.31	.15
12					.22	
13	2-inch do..	900	.19		.36	.18
14					.25	
15	2 1/4-inch do..	1,800	.22		.65	.21
16					.55	
17					.46	
18					.31	
19						
20						
21						
22						
23	Nozzles, hose, screw:					
24	3/4-inch No..	55	.20			
25			.10			
26	1 1/4-inch do..	20	.50			
27			.30			
28	1 1/2-inch do..	4	.65			
29			.45			
30	2-inch do..	6	.95			
31			.66			
32	2 1/4-inch do..	14	1.90			
			.93			

* "Only" quantity called for.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.										Number.
	Chicago.			St. Louis.		Chicago.					
	Fairbanks, Morse & Co.	Frederick G. Davis.	Empire Rubber Mfg. Co.	Geo. R. Barclay	Harry B. Lyford.	New York Belting & Packing Co., Limited.	James B. Clow.	Crane Co.			
	.0425	.10	.063	.108	.0575	.12					1
	.0575	.08	.0682	a .08125	.0725	.105					2
	.0715	.07	.084	.06	.09	.085					3
	.105		.0892			.075					4
			.0945								5
											6
											7
	.161		.1629	.162	.154	.1525					8
	.134		.189		.1625						9
	.235		.181	.18	.166	.17					10
	.1785		.21		.173						11
	.149				.183						12
	.2825		.2172	.216	.197	.20					13
	.215		.252		.209						14
	.1785				.225						15
	.671	.35	.2534	.252	.235						16
	.473	.28	.294		.242	.24					17
	.374				.272	.45					18
	.3125				.301						19
	.25										20
	.2085										21
											22
					.125	.20			b 3.33	.107	23
											24
					.46				b 6.65	.32	25
											26
					.64				b 8.35	.48	27
											28
					.87				b 12.65	.70 1/2	29
											30
					2.75				b 24.95	.987	31
											32

a 5-ply.

b Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES.

Number.	MEDICAL SUPPLIES.	Quantity awarded.	Points of delivery.		
			Meyer Bros. Drug Co.	Chas. P. Noyes.	Samuel A. Humiston.
			St. Louis or Chicago.	Chicago.	
MEDICINES.					
Acids:					
1	Acetic, c. p., in 8-ounce bottles.....ozs..	528	.01		.03
2	Arsenious, in 1-ounce bottles.....do.	35	.02½		.07
3	Benzoic, in 4-ounce.....do.	200	.04½		.04½
4	Boracic, powdered, in 4-ounce bottles.....do.	3,200	.01½		.01½
5	Carbolic, pure, crystallized, in 8-ounce bottles.....do.	3,300	.01½		.02
6	Citric, in 4-ounce bottles.....do.	860	.02½		.03½
7	Gallie, in 4-ounce bottles.....do.	140	.04½		.06½
8	Hydrocynic, dilute, in 1-ounce g. s. bottles.....do.	135	.06		.12
9	Hydrochloric, c. p., in 8-ounce g. s. bottles.....do.	1,000	.01½		.01½
10	Nitric, c. p., in 8-ounce g. s. bottles.....do.	530	.01½		.01½
11	Phos., dilute, U. S. P., in 8-ounce g. s. bottles.....do.	720	.01½		.01½
12	Salicylic, in 8-ounce bottles.....do.	730	.03		.03
13	Sulphuric, c. p., in 8-ounce g. s. bottles.....do.	540	.01½		.01½
14	Sulphuric, aromatic, U. S. P., in 1-pound g. s. bottles.....lbs.	60	.44		.42
15	Tannic, pure, powdered, in 8-ounce bottles.....ozs.	500	.04½		.05½
16	Tartaric, powdered, in 1-pound bottles.....lbs.	100	.37½		.43
Fluid extracts:					
17	Berberis aquifolium, in 16-ounce bottles.....do.	60	.45	.67	.88
18	Belladonna, in 4-ounce bottles.....ozs.	460	.03½	.04	.04½
19	Buchu, in 1-pound bottles.....lbs.	210	.60	.85	.66
20	Cannabis indica, in 4-ounce bottles.....ozs.	140	.04½	.05	.05½
21	Cascara sagrada, in 1-pound bottles.....lbs.	350	.35	.40	.50
22	Cimicifuga (racemosa), in 4-ounce bottles.....ozs.	650	.02½	.03	.04
23	Cimicifuga (with aromatics), in 1-pound bottles.....lbs.	230	.44		.71
24	Colchicum seed, in 4-ounce bottles.....ozs.	240	.03½		.04½
25	Ergot, in 8-ounce bottles.....do.	1,600	.04½	.05	.05½
26	Ginger, in 1-pound bottles.....lbs.	280	.55	.80	.71
27	Hamamelis, in 1-pound bottles.....do.	210	.28	.45	.44
28	Hyoscyamus, in 4-ounce bottles.....ozs.	320	.03½	.045	.04½
29	Ipecac, in 8-ounce bottles.....do.	1,000	.27	.30	.37
30	Jaborandi, in 8-ounce bottles.....do.	180	.03	.075	.05½
31	Licorice, in 1-pound bottles.....do.	640	.24	.40	.35
32	Poke root, in 1-pound bottles.....do.	60	.37	.57	.50
33	Rhubarb, in 8-ounce bottles.....ozs.	730	.03½	.0475	.05
34	Sarsaparilla, in 1-pound bottles.....lbs.	750	.35	.68	.66
35	Seneka, in 8-ounce bottles.....ozs.	900	.04½	.055	.06½
36	Senna, in 1-pound bottles.....lbs.	116	.35	.65	.55
37	Stillingia, in 1-pound bottles.....do.	150	.33	.49	.55
38	Taraxacum, in 1-pound bottles.....do.	220	.38	.55	.47
39	Valerian, in 1-pound bottles.....do.	90	.50	.85	.55
40	Viburnum, in 8-ounce bottles.....ozs.	1,800	.03½	.0425	.03½
41	Wild cherry, in 1-pound bottles.....lbs.	420	.42	.45	.35
Solid extracts:					
42	Belladonna, alcoholic, in 1-ounce jars.....ozs.	40	.105		.15
43	Cannabis indica, in 1-ounce jars.....do.	20	.14		.34
44	Colocynth, compound, powdered, in 8-ounce bottles.....ozs.	100	.08		.12
45	Gentian, alcoholic, in 1-ounce jars.....do.	20	.06		.10
46	Hyoscyamus, alcoholic, U. S. P., in 1-ounce jars.....do.	20	.10		.15
47	Licorice, in paper.....do.	1,740	.01½		
48	Nux vomica, alcoholic, powdered, U. S. P., in 1-ounce bottles.....ozs.	30	.10		.20

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES.

Number.	Points of delivery.								Number.	
	Schiffelin & Co.	Edwin Lee Strong.	Parke Davis & Co.	Moffitt West Drug Co.	James W. Morrison.	Irvin S. White.	Robt. H. Van Schaack.	George W. Mercer.		
	New York or Chicago.	Not stated.	New York or Chicago.	St. Louis.	Chicago.					
1		.00½		.01½	.02	.0125	.02		1	
2		.02		.05½	.09	.06	.07½		2	
3		.04½			.06	.045	.05		3	
4		.01½			.03	.02	.01½		4	
5		.01½			.02½	.016	.02½		5	
6		.03			.04	.0325	.03		6	
7		.04½			.05	.05	.05		7	
8		.06			.09	.13	.09		8	
9		.01½			.03	.02	.02		9	
10		.01½			.02½	.03	.02		10	
11		.01½			.033	.025	.0175		11	
12		.03			.033	.05	.0325		12	
13		.01½			.02½	.03	.02		13	
14		.43	.62		.55	.65	.46	.52	14	
15		.06			.06½	.07	.055	.05½	15	
16		.40			.44	.50	.42	.41½	16	
17		.45	.60	.58		1.45	.55	1.10	.45	17
18		.04	.02½	.04		.06½	.0425	.05	.055	18
19		.65	.55	.66		.85	.75	.75	.52	19
20		.05½	.04½	.05		.06½	.0475	.06	.04	20
21		.36½	.40	.38		.85	.375	.66	.03	21
22		.04	.05	.04		.05	.042	.04½	.47	22
23		.51	.60	.51		1.00	.73	.82	.47	23
24		.04	.03½	.03½		.06½	.042	.06	.03½	24
25		.05	.05½	.04		.07½	.042	.07½	.03½	25
26		.59	.60	.72		.85	.485	.66	.61	26
27		.34	.30	.39		.055	.396	.50	.28	27
28		.25	.20	.28		.05	.0375	.05½	.03	28
29		.03½	.02½	.03		.35	.225	.35	.39	29
30		.03½	.02½	.03		.09	.035	.075	.03½	30
31		.41	.37	.40		.65	.30	.45	.24	31
32		.41	.37	.40		.55	.43	.55	.47	32
33		.04½	.04½	.04		.08½	.045	.07½	.04	33
34		.42	.34½	.42		.85	.445	.65	.30	34
35		.05	.05	.04		.09½	.052	.085	.045	35
36		.37	.35	.37		.85	.374	.66	.35	36
37		.41	.35	.33		.85	.451	.66	.33	37
38		.43	.32	.36		.70	.352	.55	.34	38
39		.54	.50	.55		.67	.55	.62	.47	39
40		.02½	.03	.03		.05	.034	.04	.03	40
41		.48	.35	.41		.60	.308	.45	.34	41
42		.13		.14		.23	.18	.27	.11	42
43		.21		.18		.37	.22	.40	.14	43
44		.09		.07½		.14	.09	.15	.08	44
45		.085		.08		.14	.09	.15	.07	45
46		.12		.10		.22	.18	.12	.12	46
47		.02		.02		a .01½	.05	.01½	.02	47
48		.135		.11		.22	.13	.25	.115	48

a Sticks, 16 to pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.		
			Meyer Bros. Drug Co.	Samuel A. Humiston.	Schieffelin & Co.
			St. Louis or Chicago.	Chicago.	New York or Chicago.
MEDICINES—continued.					
Hypodermic tablets:					
1	Apomorphine, hydrochlorate, $\frac{1}{16}$ -grain, in tubes of 25.....tubes..	110	.085	.10	
2	Atropia, sulphate, $\frac{1}{16}$ -grain, in tubes of 25.....do.....	200	.04	.05	
3	Cocaine, hydrochlorate, $\frac{1}{4}$ -grain, in tubes of 25.....do.....	300	.075	.10	
4	Morphia, $\frac{1}{4}$ -grain, atropine, $\frac{1}{16}$ -grain, in tubes of 25.....tubes..	460	.06	.085	
5	Morphia, sulphate $\frac{1}{4}$ -grain each, in tubes of 25.....do.....	340	.04	.06	
6	Nitroglycerine, $\frac{1}{16}$ -grain, in tubes of 25.....do.....	160	.04	.05	
7	Pilocarpine, hydrochlorate, $\frac{1}{4}$ -grain, in tubes of 25.....tubes..	120	.11	.20	
Oils:					
8	Anise, in 1-ounce bottles.....ozs..	150	.12$\frac{1}{2}$	.12	
9	Castor, cold-pressed, in 32-ounce bottles.....bottles..	1,400	.275	.29	
10	Cinnamon (cassia), in 2-ounce bottles.....ozs..	220	.085	.10	
11	Cloves, in 2-ounce bottles.....do.....	680	.045	.06 $\frac{1}{2}$	
12	Cod-liver, in 1-pint bottles.....bottles..	3,000	.13	.15	
13	Croton, in 1-ounce bottles.....ozs..	60	.095	.12	
14	Cubeb, in 4-ounce bottles.....do.....	350	.05	.06	
15	Lemon, in 4-ounce bottles.....do.....	300	.06$\frac{1}{2}$	.06 $\frac{1}{2}$	
16	Linseed, raw, in pint bottles.....bottles..	1,000	.09$\frac{1}{2}$	.115	
17	Male fern, ethereal, in 2-ounce bottles.....ozs..	190	.11	.15 $\frac{1}{4}$	
18	Olive, in 1-pint bottles.....bottles..	1,680	.12	.23	
19	Origanum, in 1-pound bottles.....lbs..	370	.23	.23	
20	Peppermint, in 4-ounce bottles.....ozs..	570	.06	.065	
21	Sandalwood, in 4-ounce bottles.....do.....	420	.11	.28	
22	Sassafras, in 1-pound bottles.....lbs..	280	.375	.42	
23	Turpentine, in 32-ounce bottles.....bottles..	1,050	.17	.20	
Pills:					
24	Aloes and asafetida, U. S. P., in bottles of 100.....ozs..	250	.095	.15	.10
25	Aloes and myrrh, U. S. P., in bottles of 100.....do.....	240	.10	.15	.10
26	Aloes and mastic, U. S. P., in bottles of 100.....do.....	200	.10	.18	.10
27	Camphor and opium (camphor, 2 grains; opium, 1 grain), in bottles of 100 each.....bottles..	330	.14	.30	.17
28	Comp. cathartic, U. S. P., in bottles of 500.....do.....	580	.34	.66	.50
29	Iron carbonate, U. S. P., in bottles of 100.....do.....	480	.07	.18	.09
30	Of mercury (green iodide), $\frac{1}{4}$ -grain each, in bottles of 100.....bottles..	630	.06	.12	.08
31	Of sulphate of quinine (compressed tablets, 3 grains each), in bottles of 100.....bottles..	1,530	.34	.40	.27
Tinctures:					
32	Aconite, rad., U. S. P., in 8-ounce bottles.....ozs..	1,030	.02 $\frac{1}{8}$	.03 $\frac{1}{4}$	.025
33	Arnica, U. S. P., in 32-ounce bottles.....bottles..	550	.50	.50	.50
34	Belladonna, U. S. P., in 4-ounce bottles.....ozs..	610	.01 $\frac{1}{8}$	.02 $\frac{1}{4}$	.02
35	Cannabis indica, U. S. P., in 8-ounce bottles.....do.....	200	.03	.03	.03
36	Cantharides, U. S. P., in 4-ounce bottles.....do.....	330	.03 $\frac{1}{2}$	.03	.035
37	Digitalis, U. S. P., in 4-ounce bottles.....do.....	1,000	.01 $\frac{1}{8}$	.02 $\frac{1}{8}$	.02
38	Gelsemium, U. S. P., in 4-ounce bottles.....do.....	420	.02 $\frac{1}{2}$	.02 $\frac{1}{4}$	.025
39	Gentian, comp., U. S. P., in 1-pound bottles.....lbs..	620	.25	.46	.29
40	Guaiaac, ammoniated, U. S. P., in 8-ounce bottles.....ozs..	908	.02 $\frac{1}{16}$	.02 $\frac{1}{8}$	.03
41	Iodine, U. S. P., in 1-pound g. s. bottles.....lbs..	300	.70	.69 $\frac{5}{8}$	.80
42	Chloride of iron, U. S. P., in 1-pound g. s. bottles.....do.....	230	.40	.34	.36
43	Myrrh, U. S. P., in 8-ounce bottles.....ozs..	900	.03	.03	.035
44	Nux vomica, U. S. P., in 8-ounce bottles.....do.....	1,500	.02 $\frac{1}{2}$	.02 $\frac{1}{8}$	.025
45	Opium, camphorated, U. S. P., in 1-pound bottles.....lbs..	990	.26	.28	.29
46	Opium, U. S. P. (landanum), in 1-pound bottles.....do.....	360	.68	.66	.64
47	Opium, U. S. P., deodorized, in 8-ounce bottles.....ozs..	910	.04 $\frac{1}{8}$	.04 $\frac{1}{4}$	.04
48	Veratrum viride, U. S. P., in 4-ounce bottles.....do.....	260	.03 $\frac{1}{2}$	.03 $\frac{1}{8}$	.05

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.							
			Edwin Lee Strong.	Parke Davis & Co.	James W. Morrison.	Irvin S. White.	Robert H. Van Schaack.	George W. Mercer.	Charles P. Noyes.	Moffitt West Drug Co.
			Not stated.	New York or Chicago.	Chicago.	Chicago.	St. Louis.			
1			.075	.14	.06					
2			.03$\frac{1}{2}$	.09	.05				
3			.065	.12	.08					
4			.06$\frac{1}{2}$	.12	.08				
5			.04	.09	.07					
6			.03$\frac{1}{2}$	.09	.05				
7			.15	.17	.10					
8			.13	.18	.16		.17			
9			.30	.35	.32		.38			
10			.08	.14	.09		.12			
11			.04	.08	.07		.075			
12			.13	.155	.25		.25			
13			.10	.12	.14		.14			
14			.065	.10	.07		.10			
15			.07	.12	.075		.105			
16			.11	.18	.11		.125			
17			.14	.18	.15		.20			
18			.13	.20	.13		.31			
19			.24	.40	.26		.30			
20			.08	.12	.09		.10			
21			.115	.20 $\frac{1}{2}$	.25		.17		
22			.39	.55	.39		.47			
23			.175	.27	.22		.24			
24				.095	.14		.09		.10	
25				.095	.14		.09		.10	
26				.10	.17		.09		.10	
27				.16	.30		.155		.16	
28				.40	.65		.41		.35	
29				.085	.14		.088		.08	
30				.07	.12		.077		.07	
31				.37	.42		.275		.36	
32			.02$\frac{1}{2}$	.03	.05		.03		.02 $\frac{1}{4}$
33			.40	.52	.75		.55		.46	
34			.02	.02	.055		.03		.02	
35			.03 $\frac{1}{2}$	.04 $\frac{1}{2}$	.05		.0375		.03
36			.03	.03 $\frac{1}{2}$	.055		.04		.0325
37			.02	.02	.05		.02		.02	
38			.02	.02	.05		.02		.02	
39			.025	.045	.07		.025		.025	
40			.025	.045	.07		.025		.025	
41			.025	.045	.07		.025		.025	
42			.025	.045	.07		.025		.025	
43			.025	.045	.07		.025		.025	
44			.025	.045	.07		.025		.025	
45			.025	.045	.07		.025		.025	
46			.025	.045	.07		.025		.025	
47			.025	.045	.07		.025		.025	
48			.025	.045	.07		.025		.025	

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Table with columns: Number, Medicines-continued., Quantity awarded, Meyer Bros. Drug Co., Chas. P. Noyes, Samuel A. Humiston, Schieffelin & Co., Points of delivery (St. Louis or Chicago, Chicago, New York or Chicago).

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Table with columns: Edwin Lee Strong, James Thompson & Bro., Parke, Davis & Co., Moffitt West Drug Co., James W. Morrison, Irvin S. White, Robt. H. Van Schasack, Chesborough Mfg. Co., George W. Mercer, Points of delivery (Not stated, Chicago, New York or Chicago, St. Louis, Chicago, New York or Chicago, Chicago), Number.

a Boxes of 12. 32 cents per box.

b Per pound.

c Berries, whole, bulk.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.		
			Meyer Bros. Drug Co.	Samuel A. Humiston.	Charles P. Noyes.
MEDICINES—continued.					
Miscellaneous—continued:					
1	Lead, acetate of, in 1-pound bottles	120	.135	.155	.....
2	Lithium, carbonate, in 1-ounce bottles	110	.23	.28	.....
3	Lycopodium, in 4-ounce bottles	260	.035	.03	.....
4	Magnesia, carbonate, in 4-ounce papers	630	.00½	.01	.....
5	Magnesia, heavy calcined, in 4-ounce bottles	370	.03½	.04½	.....
6	Magnesia, sulphate of, in 10-pound tins	2,270	.02½	.03	.....
7	Mercury, ammoniated (white precipitate)	140	.05½	.08	.....
8	Mercury with chalk, in 4-ounce bottles	190	.02½	.03½	.0275
9	Mercury, corrosive chloride of (corrosive sublimate), in 4-ounce bottles	700	.04½	.05	.....
10	Mercury, pill of, U. S. P. (blue mass), in 1-pound jars, pounds	35	.40	.54	.44
11	Mercury, mild chloride of, U. S. P. (calomel), in 4-ounce bottles	1,130	.05½	.055	.....
12	Mercury, red oxide of, powd., in 1-ounce bottles	155	.075	.09	.....
13	Mercury, yellow oxide of, powd., in 1-ounce bottles	157	.075	.20	.....
14	Mercury, yellow sulph., powd., in 1-ounce bottles	47	.075	.....	.....
15	Morphia, sulphate of, in 8-ounce bottles	57	2.10	2.30	.....
16	Ointment, mercurial, U. S. P., in 1-pound pots	480	.45	.58	.48
17	Ointment of nitrate of mercury, U. S. P. (citrate ointment), in 8-ounce pots	600	.02½	.02½	.0275
18	Oleate of mercury, 10 per cent., in 8-ounce bottles	480	.02	.10	.025
19	Pepsin, pure, in 1-ounce bottles	310	.30	.50	.....
20	Pepsin, sacch., in 4-ounce bottles	1,550	.05	.06	.....
21	Petrolatum, 120° F., light colored, in 1-pound cans	2,920	.07	.08	.....
22	Podophyllum, resin of, in 1-ounce bottles	30	.18	.28	.....
23	Potassium, acetate of, in 1-pound bottles	110	.20	.30	.....
24	Potassium, bicarbon., in 1-pound bottles	80	.15	.18	.....
25	Potassium, bitartrate of, powd. (cream of tartar), in 1-pound bottles	250	.30	.34	.....
26	Potassium, bromide of, gran., in 8-ounce bottles	1,830	.035	.04	.....
27	Potassium, caustic, in 1-ounce bottles	80	.04	.065	.....
28	Potassium, chlorate of, powd., in 1-pound bottles	200	.15	.18	.....
29	Potassium, iodide of, gran., in 1-pound bottles	230	2.30	2.35	.....
30	Potassium, nitrate of (saltpeter), powd., in 1-pound bottles	140	.10	.14	.....
31	Potassium, permanganate of, in 2-ounce bottles	240	.02½	.03	.....
32	Potassium, and sodium tartrate (rochelle salt), powd., in 1-pound bottles	520	.225	.26	.....
33	Quinia, sulphate of, in 1-ounce bottles	1,630	.39	.45	.....
34	Salol, in 5-grain tablets (100 in bottle)	400	.25	.45	.....
35	Santonine, in 1-ounce bottles	50	.16	.21	.....
36	Senna leaves, in 1-pound packages	140	.09	.27	.....
37	Silver, nitrate of, fused, in 1-ounce bottles	40	.42	.485	.....
38	Silver, nitrate of, in crystals, in 1-ounce bottles	48	.41	.485	.....
39	Sodium, bicarbonate of, powd., in 1-pound bottles	320	.065	.09	.....
40	Sodium, bromide, gran., in 8-ounce bottles	1,220	.03½	.04½	.....
41	Sodium, phosphate, in 4-ounce bottles	1,320	.01½	.01½	.....
42	Sodium, salicylate, powd., in 8-ounce w. m. bottles	1,750	.03½	.03½	.....
43	Solution of ammonia, 10 per cent., in 32-ounce g. s. bottles	1,000	.19	.....	.....
44	Solution, arsenite of potassa, U. S. P. (Fowler's solution), in 8-ounce bottles	1,100	.00½	.00½	.009
45	Solution iodide of arsenic and mercury (Donovan's solution), in 8-ounce bottles	620	.01	.01½	.011
46	Solution subsulphate of iron, in 4-ounce g. s. bottles	240	.02	.03½	.025

a N. Y. 2½-ounce boxes.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—Continued.										Number.	
	Edwin Lee Strong.	Moffitt West Drug Co.	James W. Morrison.	Irvin S. White.	Cheesebrough Mfg. Co.	Schieffelin & Co.	Parke, Davis & Co.	Frank M. Bell.	George W. Mercer.	Points of delivery.		
										Not stated.		St. Louis.	Chicago.	New York or Chicago.	Chicago.
1	.15	.13	.25	.14	.....	.....	.....	.....	.....	.....	1
2	.25	.265	.34	.23	.....	.....	.....	.....	.....	.....	2
3	.035	.025	.045	.0325	.....	.....	.....	.....	.....	.....	3
4	.01	.....	.01	.01	.....	.....	.....	.....	.....	.....	4
5	.035	.....	.055	.035	.....	.....	.....	.....	.....	.....	5
6	.02½	.....	.04	.035	.....	.....	.....	.....	.....	.....	6
7	.06	.....	.07	.06	.....	.....	.....	.....	.....	.....	7
8	.02½	.....	.03½	.03	.....	.....	.....	.....	.....	.....	8
9	.05	.055	.065	.05	.....	.....	.....	.....	.....	.....	9
10	.40	.53	.64	.45	.....	.....	.....	.....	.....	.....	10
11	.06	.06	.07	.055	.....	.....	.....	.....	.....	.....	11
12	.08	.08½	.10	.07	.....	.....	.....	.....	.....	.....	12
13	.12	.11	.14	.10	.....	.....	.....	.....	.....	.....	13
14	.10	.10	.14	.09	.....	.....	.....	.....	.....	.....	14
15	2.25	2.25	2.25	2.24	.....	.....	.....	.....	.....	.....	15
16	.42	.54	c .55	.40	.60	.....	.....	.....	.....	.....	16
17	.02½	.03	.05	.02	.60	.....	.....	.....	.....	.....	17
18	.02	.15	.07	.07	.04	.....	.....	.....	.....	.....	18
19	.35	.30	.50	.46	.25	.33	.....	.....	.....	.....	19
20	.05	.045	.085	.0525	.05	.05	.32	.05	.30	.05	20	
21	.08½	.09½	.105	.10	.065	.....	.....	.....	.....	.....	21
22	.20	.30	.22	.20	.....	20	.....	.....	.....	.....	22
23	.225	.26	.25	.25	.....	.....	.....	.....	.....	.....	23
24	.15	.18	.25	.18	.....	.....	.....	.....	.....	.....	24
25	.32	.31	.40	.31	.....	.....	.....	.....	.....	.....	25
26	.04	.03½	.04½	.0375	.....	.....	.....	.....	.....	.....	26
27	.08	.06½	.08	.08	.....	.....	.....	.....	.....	.....	27
28	.14½	.175	.25	.19	.....	.....	.....	.....	.....	.....	28
29	2.25	2.34	2.40	2.30	.....	.....	.....	.....	.....	.....	29
30	.115	.105	.22	.12	.....	.....	.....	.....	.....	.....	30
31	.03	.03	.08	.035	.....	.....	.....	.....	.....	.....	31
32	.24½	.245	.35	.26	.....	.....	.....	.....	.....	.....	32
33	.41½	.40	.40	.43	.....	.....	.....	.....	.....	.....	33
34	.25	.47	.28	.28	.....	30	.....	.....	.....	.....	34
35	.22	.18	.22	.21	.....	.....	.....	.....	.....	.....	35
36	.115	.15	.11	.11	.....	.....	.....	.....	.....	.....	36
37	.50	.50	.51	.52	.....	.....	.....	.....	.....	.....	37
38	.49	.48	.49	.48	.....	.....	.....	.....	.....	.....	38
39	.065	.07	.15	.08	.....	.....	.....	.....	.....	.....	39
40	.04½	.04½	.05	.04	.....	.....	.....	.....	.....	.....	40
41	.01½	.01½	.015	.015	.....	.....	.....	.....	.....	.....	41
42	.035	.035	.04	.035	.....	.....	.....	.....	.....	.....	42
43	.19	.19	.25	.25	.....	.....	.....	.....	.....	.....	43
44	.01	.01½	.015	.01	.....	.....	.01	.....	.....	.....	44
45	.01	.01½	.025	.015	.....	.....	.....	.....	.....	.....	45
46	.01	.01	.025	.025	.....	.....	.015	.....	.....	.....	46

b Bulk.

c In jars, ½ pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.			
			Meyer Bros. Drug Co.	Samuel A. Humiston.	Schieffelin & Co.	Edwin Lee Strong.
			St. Louis or Chicago.	Chicago.	New York or Chicago.	Not stated.
MEDICINES—continued.						
Miscellaneous—Continued.						
1	Spirits ammonia, aromatic, in 1-pound g. s. bottles. lbs.	280	.38	.39	.46	.34 ¹ / ₂
2	Spirits ether, compound, U. S. P. (Hoffman's anodyne), in 1-pound g. s. bottles. lbs.	125	.65	.61		.60
3	Spirits ether, nitrous, U. S. P. (sweet spirits of niter), in 1-pound g. s. bottles. lbs.	460	.45	.48	.56	.45
4	Spirits lavender, compound, U. S. P., in 1-pound bottles, pounds.	140	.35	.45	.38	.31
5	Strychnia, sulphate, powdered, in 1/4-ounce bottles. oz.	36	.50	.95	.95	
6	Sulfonal, 5-grain tablets (100 in bottle) bottles.	150	1.30	1.60	1.50	1.25
7	Sulphur, washed, in 1-pound bottles. lbs.	530	.08	.105		.08
8	Sirup hypophos. lime, soda, iron, and potash, in 1-pound bottles. lbs.	2,120	.16	.20		.16
9	Sirup iodide of iron, U. S. P., in 1-pound bottles. do.	560	.35	.43	.395	.37
10	Sirup squill, U. S. P., in 1-pound bottles. do.	1,920	.09 ³ / ₈	.13	.115	.09
11	Sirup wild cherry, U. S. P., in 32-ounce bottles. bottles.	1,820	.19	.25	.21	.18
12	Tolu balsam, in 4-ounce jars. oz.	190	.03	.04		.04
13	Wine colchicum, rad., in 1-pound bottles. lbs.	110	.245	.195	.25	.23
14	Zinc acetate of, in 2-ounce bottles. oz.	96	.025	.05 ¹ / ₂		.02 ³ / ₄
15	Zinc oxide of, in 8-ounce bottles. do.	1,938	.01	.01 ¹ / ₂		.01
16	Zinc phosphide, in 1-ounce g. s. bottles. do.	25	.18	.23		.19
17	Zinc sulphate of, in 8-ounce bottles. do.	720	.00³/₈	.01 ¹ / ₈		.00 ³ / ₈
INSTRUMENTS.						
18	Aspirators. No.	4	6.75			
19	Atomizers, C. & S., No. 5, with shield. do.	22	1.98			2.00
20	Atomizers, hand. do.	167	.23			.18
21			.29			
22	Bedpans. do.	86	.60	.42		.45
23			.45			
24	Binder's boards:					
25	2 1/2 by 12 inches. piece.	210	.025			.01 ¹ / ₈
26			.04			.015
27	4 by 17 inches. do.	260	.04			.01 ¹ / ₈
28			.025			.02
29	Bougies, flexible, hard and soft, assorted sizes. No.	250	.03	.03 ¹ / ₂		.0375
30	Breast pumps. do.	120	.14			.04 .145 .15
31	Cases:					.03 .145 .15
32	Field, operating. do.	1	21.00			.02 ³ / ₄
33	Operating (minor) do.	8				.03 .14
34	Pocket. do.	19	6.80			.03 .14
35						.03 .14
36	Stomach pump and tube. do.	18	.80			.03 .14
37	Tooth, extracting. do.	9	5.60			.03 .14
38	Catheters, flexible, g. e., assorted sizes. do.	330	.03	.03 ¹ / ₂		.03 .14
39						.03 .14
40	Cupping glasses, assorted sizes. do.	38	a.20			.06
41			b.06			.06
42	Lancet, thumb. do.	23	.35			.06 .38
43						.06 .38
44	Needles:					.06 .38
45	Surgical assorted. doz.	70	.20			.06 .38
46	Upholsterer's. No.	22	.07			.06 .38
47	Obstetrical forceps. do.	2	2.80			.06 .38

a With rubber.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.												
	Parke, Davis & Co.	Moffitt West Drug Co.	James W. Morrison.	Irvin S. White.	George W. Mercer.	Charles F. Noyes.	Ferd G. Luchesi.	Ernest S. Beck.	Charles Reynders.	William F. Keller.	Fred Haslam.	J. Ellwood Lee Co.	Robt. H. Van Schaack.
	New York or Chicago.	St. Louis.	Chicago.			New York.		Chicago.	New York.	Chicago.			
1	.38	.32	.65	.40	.37								
2		.95	.70	.56	.61								
3		.57	.55	.58	.46								
4	.36	.35	.57	.31	.34								
5		.93	.90	.85									
6	2.00		2.20	1.00	1.30								
7		.14	.20	.20									
8	.245	.22	.55	.22	.19	.23							
9	.41	.41	.50	.41	.40	.39							
10	.155	.12	.40	.18	.12	.0925							
11	.26	.25	.80	.31	.24	.19							
12		.045	.055	.0425									
13	.26	.33	.60	.23	.25	.215							
14		.04	.04	.06									
15		.01 ¹ / ₂	.02	.01									
16		.25	.21										
17	.01 ¹ / ₈	.01 ¹ / ₈	.0075										
18			1.50	5.50	5.50	5.25	5.89			5.75			
19					2.00	5.25	2.00						
20			2.25		.23	.34	.64	.29					
21							.45	.50					
22							.35	.40					
23						.52	1.00	.53					
24													
25								.015					
26													
27								.02					
28													
29													
30													
31													
32													
33													
34													
35													
36													
37													
38													
39													
40													
41													
42													
43													
44													
45													
46													
47													
48													

b Plain.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.			
			Meyer Bros. Drug Co.	Seabury & Johnson.	Charles P. Noyes.	
			St. Louis or Chicago.	New York.	Chicago.	
INSTRUMENTS—continued.						
1	Powder blower, for larynx.....No.	38	.50		.44	
2	Probangs.....do.	291	.25		.03 $\frac{1}{2}$	
3	Scissors:		.03 $\frac{1}{2}$			
4	4-inch.....do.	43	.16		.22	
5	6-inch.....do.	42	.28		.38	
6	Speculum for the—					
7	Ear.....do.	16	.56		.50	
8	Rectum.....do.	13	.90		.90	
9	Vagina, bivalve.....do.	13	1.15		.90	
10	Splints:					
11	Assorted.....doz.	13			.54	
12	Felt for.....square yds.	15	4.25	4.00	1.03	
13	Sponge holders, for throat.....No.	24	.24		.21	
14	Stethoscopes, Camman's double.....do.	12	.90		2.25	
15	Syringes:					
16	Davidson's self-injector.....do.	185	1.02			
17	Ear, glass.....doz.	146	1.30		.30	
18	Hard rubber, 8-oz.....No.	23	1.31			
19	Hypodermic.....do.	51	.60		.90	
20			.80			
21			1.00			
22	Penis, glass, in cases.....do.	1,342	.02		.03 $\frac{1}{2}$	
23						
24	Vagina, rubber.....do.	183	.35			
25			.40			
26			.20		.18	
27	Tongue depressors.....do.	25				
28	Tourniquets, field.....do.	6			.60	
29	Tourniquets, screw, with pad.....do.	6	.90			
30	Trusses:					
31	Double.....do.	23	1.25		1.25	
32			.50			
33	Single.....do.	46	.75		.80	
34			.30			
35	Urinometers.....do.	17	.25		.30	
36			.40			
37	Uterine dressing forceps, Emmet's.....do.	7	.90		.90	
38	Uterine sounds, Sim's.....do.	9	.25		.20	
39						
40	SURGICAL DRESSINGS, ETC.					
41	Bags, rubber, 2-quart, for hot water.....do.	165	.56	.50	.58	
42	Bandages:					
43	Roller, unbleached and unsized, assorted, in a paste-board box—1 dozen, 1 inch by 1 yard; 2 dozen, 2 inches by 3 yards; 2 dozen, 2 $\frac{1}{2}$ inches by 3 yards; 1 dozen, 3 inches by 4 yards; $\frac{1}{2}$ dozen, 3 $\frac{1}{2}$ inches by 5 yards; 1 dozen, 4 inches by 6 yards; $\frac{1}{2}$ dozen, 4 inches by 8 yards, boxes.....No.	213		1.97		
44	Rubber, Esmarch's.....do.	42	.50		.58	
45			.55			
46	Suspensory.....do.	263	.10		.12	
47			.08			
48			.10			

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—Continued.								Number.	
	Ferd G. Luchesi.	Ernest S. Beck.	Charles Reynders.	William F. Keller.	Fred Haslam.	Edwin Lee Strong.	J. Ellwood Lee Co.	Irvin S. White.		Samuel A. Humiston.
	Points of delivery.									
New York.		Chicago.	New York.	Not stated.	Chicago.					
1	.40	.30	.34		.50	.28		.375	1	
2		.04	.04	.04	.32	.035		.06	2	
3		.43	.22		.25			.47	4	
4		.55	.38		.50			.77	5	
5	.45	.50	.50		.45			.60	6	
6		.40	a .47						7	
7	.90	.80			.80			.75	8	
8	.85	.75	.95		.85		.88	.95	9	
9			.95						10	
10	.45	.55	.60						11	
11			3.50				4.20		12	
12	.20		.18		.15		.20		13	
13	.82		.81		1.00		.85	1.00	14	
14									15	
15	1.02		1.03						16	
16									17	
17	.35		.45	.40		.30		.35	.42	
18	1.45		1.20		1.40		1.30		18	
19			1.48						19	
20	.80	.75	1.00	.65	.98	.80	.92	.60	20	
21			.90	1.00	.80				21	
22					.75				22	
23	.04		.035	.02 $\frac{1}{2}$		.03		.025	.025
24			.03						24	
25			.03						25	
26	.36			.35		.35		.34	26	
27									27	
28	.15	.20	.14		.25		.23		28	
29		.12	.40						29	
30	.35	.50							30	
31	.85	1.00							31	
32	1.15		1.85			1.20		.50	32	
33			1.00						33	
34			1.80						34	
35	.70		.90			.85		.34	35	
36			.65						36	
37			1.20						37	
38	.30	.25			.20	.20		.27	38	
39									39	
40	.82	.80	.84		1.12			.70	40	
41	.18	.15	.18		.19			.19	41	
42	.60		.48	.45		.50		.45	42	
43	1.95					2.48	2.09		43	
44	.60		.78			.75	.50	.58	44	
45			.38						45	
46	.08		.115	.10		.12		.11	46	
47									47	
48									48	

a Same without set screw.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.		
			Meyer Bros. Drug Co.	John E. Scott.	Seabury & Johnson.
			St. L. or Chic.	Chicago.	New York.
SURGICAL DRESSINGS—continued.					
1	Cotton, absorbent.....lbs.	1,030	.15		.18
2	Cotton bats.....No.	350	.09		
3	Cotton wadding.....sheets	600			
4	Gauze, antiseptic (bichloride), in sealed packages.....yds.	2,300	.044		.04 ³ / ₄
5	Ligature:				
6	Catgut, carbonized, three sizes, 1 yard each, in bottles, bottles.....	87	.40		.28
7	Silk.....ozs.	46	1.00		.60
8	Silver wire.....do..	11			1.20
9	Lint:				
10	Picked.....lbs.	* 28			
11	Patent.....do.	187	.40		.34
12	Oakum, fine, picked.....do.	81	.11 ³ / ₄		.09
13	Oiled silk, in 2-yard pieces.....yds.	179	.50		.50
14	Pencils, hair (assorted sizes), in vials.....doz.	430	.96		
15	Pins:				
16	Assorted.....papers.	436	.02	.02 ¹ / ₂	
17			.01 ³ / ₄	.01 ³ / ₄	
18	Safety, three sizes.....doz.	900	.02 ¹ / ₄	.01 ³ / ₄	
19				.01 ¹ / ₂	
20				.01 ¹ / ₂	
21				.03	
22				.035	
23				.04	
24	Plaster:				
25	Adhesive, 1 yard in a box.....yds.	180			.10
26	Belladonna, 1 yard in a tin.....do.	510	.49 ³ / ₄		.30
27	Isinglass, 1 yard in a tin.....do.	210	.40		.30
28	Mustard, 4 yards in a tin.....do.	666	.15		.09
29	Of paris, in 5-pound tins.....lbs.	500	.02¹/₄		
30	Porous.....doz.	1,000	.49 ³ / ₄		.30
31	Rubber, adhesive, 7 inches wide, in 1-yard rolls.....yds.	390	.20		.18
32	Rubber sheeting, white.....do.	230	.32		.33
33	Sponge, small, in strings of 50.....strings.	140	.73		
34	Towels.....doz.	90	.10	.975	
35			.20	.825	
36			.24	1.125	
37				1.15	
38				1.325	
39				1.85	
40				2.75	
41				2.75	
42				1.75	
43				1.575	
44				2.25	
45	Tubes, rubber, drainage, Nos. 1, 2, and 3.....yds.	120			
DISINFECTANTS.					
46	Acid, carbolic, 95 per cent, for disinfection, 1-pound bottles, lbs.	1,700	.20		
47	Iron, sulphate of, commercial, in 10-pound wooden boxes.....lbs.	1,900	.02¹/₄		
48	Lime, chloride, in 5 and 10 pound impervious boxes.....do.	4,400	.045		
49	Solution sodium, chlorinated, Labarraques', in g. s. quart bottles.....bottles.	610	.145		
50	Sulphur, in rolls.....lbs.	14,000	.025		

* No bid.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—Continued.											Number.
	Charles F. Noyes.	Ferd. G. Luchesi.	Chas. Reynders.	William F. Keller.	Edwin Lee Strong.	J. Ellwood Lee Co.	Irvin S. White.	Robt. H. Van Schaack.	Samuel A. Humiston.	Parke, Davis & Co.	Moffitt-West Drug Co.	
	Points of delivery.											
Chicago.		New York.		Chi-	Not	Chicago.			N. Y. or	St.		
				cago.	stated.				Chic.	Louis.		
	.16	.155			.15	.13¹/₄						1
	.11 ¹ / ₄					.11						2
	.02³/₄											3
		.035	a. .035			.04						4
			b. .03									5
	.10	.58			.30							6
	1.20	1.25			.75							7
					1.50							8
												9
		.10	.08		.41	.38						10
	.65	.60	.42		.13							11
	.09	.35	.08		.50	.49	.70					12
					.085							13
			.03 ¹ / ₄			.025						14
	.02 ³ / ₄		.03 ³ / ₄	.02¹/₂		.05						15
			.03									16
			.08									17
			.08									18
			.085									19
			.04									20
												21
												22
												23
					.20	.11						24
					.50	.25						25
					.40	.25						26
					.15	.10						27
					.025							28
					.51	.33						29
					.20	.15						30
		.33	.32		.33	.33³/₄	.32					31
		.40	.40									32
	.75			.75	.70		.65	.69				33
		1.55	.50		.60							34
		1.65										35
		1.60										36
		1.70										37
		1.75										38
		1.90										39
		1.95										40
		1.99										41
												42
												43
												44
	.12											45
												46
					.21 ³ / ₄		.25		.21		.19	47
					.015		.025				.02 ³ / ₄	48
					.045		.0525					49
												50

a 5-yard boxes

b 25-yard boxes.

c Cork stopped.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Points of delivery.			
			Meyer Bros. Drug Co.	Truslow & Fulle.	Charles P. Noyes.	Samuel A. Humiston.
			St. Louis or Chicago.	New York.	Chicago.	
HOSPITAL STORES.						
1	Arrowroot, Bermuda.....lbs..	170	.24		.30	
2	Barley, in 1-pound packages.....do..	490	.04½			
3	Beef extract, in ¼-pound packages.....do..	220	1.25		2.46	
4						
5	Cinnamon, ground, in 8-ounce w. m. bottles.....ozs..	380	.01½		.037½	
6	Cocoa, in tins.....lbs..	310	.40			
7						
8						
9	Cornstarch, in 1-pound packages.....do..	440	.035			
10	Flaxseed, whole.....do..	240	.03		.035	
11	Flaxseed meal, in tins.....do..	2,500	.03½			
12	Gelatin.....do..	126	.27		.30	
13	Ginger, ground, in 8-ounce bottles.....ozs..	762	.01½			
14	Mustard, ground, in 1-pound tins.....lbs..	414	.18			
15	Soap:					
16	Carbolic, good quality, for medicinal use.....do..	1,570	.10			
	Castile, white.....do..	1,800	.10		.115	
MISCELLANEOUS.						
17	Basins, wash, hand, agate or granite ware.....No..	108	.23			
18						
19						
20	Blank books, cap, half-bound, 4 quires.....do..	17	.32			
21	Blowers for insect powder.....do..	263	.035		.035	
22			.04			
23	Boxes:					
24	Ointment, impervious.....doz..	2,700				
25	Powder.....do..	1,730	.04		.04½	.045
26						
27						
28	Capsules, gelatin, assorted, Nos. 0 to 4.....box..	2,300	.035		.035	
29	Corkscrews.....No..	56	.10			
30						
31						
32	Corks, velvet, best, assorted, Nos. 1 to 10.....gross..	1,800	.39	.37		
33						
34						
35						
36	Dippers, tin, quart.....No..	44	.05			
37	Dispensatory of United States, edition of 1894.....copy..	8	a 4.95		5.20	6.00
38			b 5.95			
39	Droppers, medicine.....No..	3,500	.01		.01½	
40	Funnels:					
41	Glass, 8 ounces.....do..	47	.07		.07	
42	Tin, pint.....do..	26				
43	Hones.....do..	11	.25			
44						
45	Insect powder.....lbs..	484	.17		.185	

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.										Number.				
	Ferd G. Luchesi.	Ernest S. Beck.	Charles Reynders.	William F. Keller.	Schieffelin & Co.	Edwin Lee Strong.	Parke, Davis & Co.	Frank W. Douglas.	J. Ellwood Lee Co.	Harry B. Lyford.		Joseph Bichele Soap Co.	Cleveland Chocolate & Baking Co.	Frank M. Bell.	Irvin S. White.
	New York.	Chi-cago.	New York or Chi-cago.	Not Stated.	New York or Chi-cago.	Chicago.	New York or Chi-cago.	Chicago.							
					.205								.25	1	
					.045									2	
					1.20	d1.40							2.48	3	
													2.00	4	
													.015	5	
					.015									6	
					.35									7	
											.37			8	
											.30			9	
					.04						.26			10	
					.02½									11	
					.04								.035	12	
					.285								.0475	13	
					.015								.32	14	
					.18								.0125	15	
					.10		.10			.15			.0912½	16	
					.10		.10			.10			.0693	17	
													.09	18	
					.25	.18						.105		19	
						.40						.13½		20	
						.50						.17		21	
						.48								22	
							.035							23	
							.03½							24	
													.04	25	
														26	
						.115	.075							27	
					.21	.05		.04½						28	
					.075									29	
					.075									30	
					.075	.04		.04	e. 04½				.04	31	
					.05	.07		.045					.15	32	
					.05					.08½				33	
					.06					.06				34	
					.09									35	
					.84	.20		.19½		.20			.40	36	
					.34									37	
					.16									38	
					.245									39	
					.08									40	
					b5.60			5.00					5.75	41	
														42	
					c1.35	.01		.01		.00½			.0125	43	
														44	
					.07	.075		.07						45	
					.08										
					.50										
													.375		
													.68		
													.49		
					.24	.18		.18	.19					.19	

a Cloth. b Sheep. c Per gross. d Beef jelly. e 100 in box.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	MEDICAL SUPPLIES—continued.	Quantity awarded.	Meyer Bros. Drug Co.	Charles P. Noyes.	Samuel A. Humiston.	
			Points of delivery.			
			St. Louis or Chicago.		Chicago.	
MISCELLANEOUS—continued.						
1	Labels, blank, prescription, gummed, 2 sizes, hundred	723			.07	
Measures, graduated, glass:						
2	8-oz. No.	63	.07		.21	
3	4-oz. do.	96	.05		.17	
4	Minim. do.	60	.07		.15	
5	Measures, tin, pint and quart. do.	24	f.04	g.055		
6	Medicine glasses, 1/2-ounce, graduated ..do.	120	.18		.18	
Mortars and pestles:						
7	Wedgewood, 3 3/4 to 8 inches. No.	20	o.12 h.26	p.16 q.38	i.19 i.50	
8	Glass, 4-inch. do.	33	.145			
Paper:						
10	Filtering, round, gray, 10-inch .. packs..	48	.20		.25	
11	Litmus, blue and red, in boxes of 1 dozen books. boxes.	44	.20		.50	
12	Wrapping .. qrs.	918	.08			
13	Percolators, glass, 1/2 gallon .. No.	15	.22		.38	
14	Pill boxes, 3/4 paper, 3/4 turned wood ..do.	2,250	.03		.03 3/4	
15	Pill tiles, 5 to 10 inches .. No.	18	h.31 i.50	j.60	k.70	
16	Saddlebags, medical, convertible. do.	5				
17	Scales and weights, prescription ..do.	8	1.50		1.95	
Spatulas:						
18	3-inch .. do.	62	.12		.11 .14	
19	6-inch .. do.	41	.18		.16 .23	
20	Spirit lamps .. do.	21	.15	.20		
21	Test pellets, for urinalysis, set of, in glass bottles. bott.	35				
22	Test tubes, 3 to 7 inches. nest.	71	.04 1/2		.04	
Thermometers:						
23	Clinical, with certificate .. No.	213	.40		.45	
24	Mercurial .. do.	72	.135	.13	.07	
25	Spirit .. do.	28	.10	.09	.07	
Thread:						
26	Linen, unbleached. oz.	127	.045			
27	Cotton, spools, assorted .. No.	257	.02			
28	Tubes, glass, assorted sizes. gross.	14	.65			
29	Twine, wrapping, cotton. oz.	1,410			.01 1/2	
Vials:						
30	1/2-ounce. doz.	1,400	.085		.07 1/2	
31	1-ounce. do.	1,800	.095		.08 1/2	
32	2-ounce. do.	2,800	.115		.105	
33	4-ounce. do.	3,000	.141		.14	
34	6-ounce. do.	1,800	.185		.185	
35	Wax, white, in paper .. oz.	400	.023			
36	Wire netting for splints, No. 4 .. sq. ft.	134	.05			

a In nests of 3 only.
 b In nests of 4 only.
 c Wood boxes (1 dozen), composed of the following assortment: 1, largest size; 2, next size; 3, next size; 4, next size, and 2 of smallest size.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Ferd G. Luchesi.	Charles Reymders.	Points of delivery.												Number.				
			New York.				Chicago.				Not stated.					Chicago.			
			t.54	u.56	w.68	x.80	y.50	z.65	aa.75	ab.1.20	ac.19	ad.28	ae.60	af.30		ag.20	ah.15		
																		r.20	s.26	t.34	u.40	v.19	w.28	x.30	y.30
.....																			
1	.60										.50			1					
2	.19	.19			.25					.19			.25	2					
3	.14	.135			.17					.135			.15	3					
4		.135	.16		.10					.10			.15	4					
5		.10												5					
6	.05	.06			.20					.19			.30	6					
7	r.20	o.20	p.25	s.29	r.19	s.26	t.34	u.40	r.19	s.28	t.30			7					
8	t.54	v.56	w.68	x.80	y.50	z.65	aa.75	ab.1.20	ac.19	ad.28	ae.60	af.30	ag.20	8					
9	.15	.23			.15				.15	.145			.20	9					
.....																			
.....																			
.....																			
.....																			
.....																			
11	.07 1/2	.06 1/2	.075										.27	11					
12	.35				.22					.21				12					
13	a.03 3/4	b.02	c.025	a.03 3/4	d.035	e.025				d.03 3/4	e.025			13					
14	l.35	h.45	i.68	k.80										14					
15	7.00													15					
16														16					
17										1.85			1.75	17					
.....																			
.....																			
.....																			
.....																			
.....																			
18					.12					.11			.15	18					
19					.17					.15			.25	19					
20	.12	.16			.11					.11				20					
.....																			
.....																			
.....																			
21	.85													21					
22	m.09									.04				22					
.....																			
23	.42	.58	.70	.43	.40					.42			.35	23					
24	.10	.10			.07					.065			.07	n.74					
25	.10	.09	.40							.065			.07	n.74 2.22 4.18					
26	.13													26					
27	.05												.035	27					
28														28					
29	.015												.01	29					
.....																			
.....																			
30	.067									.08 1/2				30					
31	.078									.08 1/2				31					
32	.103									.105				32					
33	.138									.13 3/4				33					
34	.159									.16 1/2				34					
35	.035												.02	35					
36	.05													36					

d Paper. i 8-inch. n Per dozen. s 4 1/2-inch. z 8 1/2-inch.
 e Wood. j 9-inch. o 3-inch. t 5 1/2-inch.
 f Pint. k 10-inch. p 4-inch. u 5 1/2-inch.
 g Quart. l 5-inch. q 7-inch. v 6 1/2-inch.
 h 6-inch. m Nest of 5. r 3 1/2-inch. w 7 1/2-inch.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SCHOOL SUPPLIES.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.	
			Chicago.	
			William J. C. Dulaney.	Eugene Deitzgen Co.
ARITHMETICS.				
1	Milne's Elements of Arithmetic.....doz..	155		(*) 2.90
2	Milne's Standard Arithmetic.....do	93		6.27
3	Milne's Mental Arithmetic.....do	46		3.39
CHARTS.				
4	Appleton's Reading.....No.	13	6.44	6.40
5	Butler's Reading.....do	10	4.15	4.10
6	Complete School Charts (Franklin Publishing Co.).....No.	31	9.75	9.75
7	Primary Language Studies, Part I (Franklin Publishing Co.).....No.	21	12.25	12.25
8	Natural History Studies (Franklin Publishing Co.).....No.	28	17.25	17.25
9	Natural History Studies, Manual for pupils.....doz.	7	5.76	5.76
Mason's New Music:				
10	First series.....No.	21	7.49	7.43
11	Second series.....do	3	7.49	7.43
DRAWING.				
12	Drawing paper, 8 by 11, 100 sheets in pack...packs..	5,200	.07½	.072
13				.096
GEOGRAPHIES.				
14	Barnes's Elementary.....doz..	26		5.32
15	Frye's Primary.....do	3	5.98	5.88
16	Natural Elementary (Redway & Hinman).....do	97		5.79
17	Natural Advanced (Redway & Hinman).....do	78		12.05
18	Werner's Introductory.....do	7		4.76
19	Klemm's Relief Maps for pupils' hands (W. B. Harrison).....doz..	2	1.07	1.00
HISTORY, UNITED STATES.				
20	First Steps in the History of the United States (Silver, Burdett & Co.).....doz..	1	5.99	5.98
21	Scudder's Short History.....do	5 ½	5.99	5.98
22	Eggleston's First Book of American History.....do	76		5.79
23	Birton's Story of Our Country (Werner Co.).....do	23		5.19
24	McMaster's School History of United States.....do	41		9.63
25	Montgomery's Beginners' American History.....do	3 ½	5.99	5.94
LANGUAGE AND GRAMMAR.				
Language Lessons:				
26	Chas. De Garmo, Book 1.....doz..	120		2.60
27	Chas. De Garmo, Book 2.....do	65		3.46
28	Metcalf's Elementary English.....do	30		3.86
29	Metcalf's English Grammar.....do	26		5.79
30	Graded Lessons in English (Reed & Kellogg).....do	5 ½	3.79	3.63

* The bids in this column are for all or none.

advertisement of March 30, 1899, for furnishing supplies, etc.

at which contracts have been awarded.]

SCHOOL SUPPLIES.

Number.	Points of delivery.							Number.
	American Book Co.	Maynard, Merrill & Co.	J. M. Olcott & Co.	Tillotson, Wheeler & Gilson.	Charles Frank Atkinson.	United States School Furniture Co.	Werner School Book Co.	
	New York or Chicago.	New York.	Chicago.			New York or Chicago.		
1	2.88							1
2	6.24							2
3	3.36							3
4			a 6.40			6.43		4
5			a 4.05		3.90	4.14		5
6								6
7								7
8								8
9								9
10				b .24				10
11				b .22				11
12			.03½			.03½		12
13						.083		13
14	5.28							14
15				b .48				15
16	5.76							16
17	12.00							17
18							5.28	18
19								19
20								20
21								21
22	5.76							22
23	9.60						5.76	23
24								24
25				b .48				25
26							2.88	26
27							3.84	27
28	3.84							28
29	5.76							29
30		3.60						30

a Iron stands for reading charts, 35 cents extra.

b Each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.				Number.	
			William J. C. Dulaney.		American Book Co.	Tillotson Wheeler Gilson.		Werner School Book Co.
			Chicago.	New York and Chicago.	Chi- cago.	New York and Chi- cago.		
ORTHOGRAPHY.								
1	Sentence and Word Book, Johonnot .doz..	26		(*) 2.30	2.28		1	
2	Patterson's American Word Book .do...	29		2.42	2.40		2	
3	Sever's Progressive Speller .do...	2	2.49	2.40			3	
READERS.								
Baldwin's School Reading by grades:								
4	First year .doz..	312		2.42	2.40		4	
5	Second year .do ..	264		3.39	3.36		5	
6	Third year .do ..	233		3.87	3.84		6	
7	Fourth and fifth years, combined .do...	150		5.79	5.76		7	
8	Werner's Primer .do...	130		2.65		2.88	8	
READERS, SUPPLEMENTAL.								
Normal Course (Silver, Burdett & Co.):								
9	Second Reader .doz..	19	3.59	3.57			9	
10	Third Reader .do ..	13	4.79	4.75			10	
11	Fourth Reader .do ..	7	5.99	5.95			11	
12	Alternate Second Reader .do ..	21	3.59	3.57			12	
13	Alternate Third Reader .do ..	7	4.79	4.75			13	
14	Alternate Fourth Reader .do ..	15					14	
Second to third grades.								
15	Johonnot, Cats and Dogs .doz..	14 ¹ / ₂		1.69	1.68		15	
16	Bass, Nature's Stories for Young Readers .doz..	25	d 2.99	d 2.90			16	
17			b 2.49	b 2.40			17	
18			c 3.49	c 3.40			18	
19	The First Nature Reader, Beebe & Kingsley (Werner Co.) .doz..	30		3.05		3.36	19	
20	Nature's Byways, Nellie W. Ford (The Morse Co.) .doz..	14	3.19	3.05			20	
21	Stories of the Red Children, Dorothy Brooks (Ed. Pub. Co.) .doz..	7	2.87	2.75			21	
Third to fourth grades.								
22	Dana's Plants and Their Children .doz..	14		6.27	6.24		22	
23	Johonnot, Feathers and Furs .do ..	7		2.90	2.88		23	
24	Lane's Stories for Children .do ..	9		2.42	2.40		24	
25	Spear, Leaves and Flowers .do ..	5	2.49	2.40			25	
26	Andrews, Stories Mother Nature Told Her Children .doz..	6	4.99	4.90		a .40	26	
27	Kelly, Leaves from Nature's Story Book .doz..	5 ¹ / ₂	3.83	3.70			27	
28	Stories of Great Americans for Little Americans, Edw. Eggleston (American Book Co.) .doz..	22		3.87	3.84		28	
29	Legends of the Red Children, Mara L. Pratt (Werner Book Co.) .doz..	1 ¹ / ₂		2.60		2.88	29	

* The bids in this column are for all or none.
a Each. b Plant life.

c Animal life.

† No bid.
d Average.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.				Number.
			Points of delivery.				
			Chicago.	New York and Chi-cago.	Chi-cago.	New York and Chi-cago.	
READERS, SUPPLEMENTAL—continued.							
1	Short Stories of Our Shy Neighbors, Mrs. A. B. Kelley (Am. Book Co.) .doz.	11	4.83	4.80			1
2	Stories of American Life and Adventure, Edw. Eggleston (Am. Book Co.) .doz.	8	4.83	4.80			2
3	Wright's Seaside and Wayside, Nos. 1, 2, 3, and 4 .doz.	12	d 4.24 e 2.49 f 3.49 g 4.99 h 5.99	d 4.08 e 2.40 f 3.36 g 4.80 h 5.76			3
4							4
5							5
6							6
7							7
8	Hall, Little Flower People .do.	6	3.94	3.92	a .32		8
Fourth to fifth grades.							
Johonnot:							
9	Wings and Fins .doz.	3		3.87	3.84		9
10	Claws and Hoofs .do.	3		5.20	5.16		10
11	Seven Little Sisters .do.	5	4.99	4.95		.40	11
12	Each and All .do.	5	4.99	4.95		.40	12
13	Baldwin's Fairy Stories and Fables .do.	8		3.39	3.36		13
14	Pratt, American History Stories, 4 volumes .doz.	9	3.45	3.30			14
Newell:							
15	From Seed to Leaf .doz.	6	4.99	4.95		.48	15
16	Flower and Fruit .do.	6	7.99	7.90		a .48	16
17	The Story of Columbus (Ed. Pub. Co.) .do.	2	3.83	3.75			17
18	Our Fatherland (Ed. Pub. Co.) .do.	4	4.79	4.65			18
19	Stories of Colonial Children (Ed. Pub. Co.) .doz.	8	3.83	3.70			19
20	A First Book in American History, Edw. Eggleston (Am. Book Co.) .doz.	3 ¹ / ₂		5.79	5.76		20
21	Fifty Famous Stories Retold, James Baldwin (Am. Book Co.) .doz.	7		3.39	3.36		21
22	Old Greek Stories, James Baldwin (Am. Book Co.) .doz.	11		4.35	4.32		22
Fifth to sixth grades.							
23	Guerber's Story of the Romans .doz.	6		5.79	5.76		23
24	Guerber's Story of the English .do.	11		6.27	6.24		24
25	Guerber's Story of the Chosen People .doz.	5		5.79	5.76		25
26	Johonnot, Flyers, Creepers, and Swimmers .doz.	1 ¹ / ₂		3.87	3.84		26
27	Baldwin, Lessons in Physiology (Werner Co.) .doz.	25		3.06		3.36	27
28	Pratt, The Great West .do.	3 ¹ / ₂	2.87	2.75			28
Pathfinder Physiology:							
29	No. 1, Child's Health Primer .do.	39		2.90	2.88		29
30	No. 2, Young People's Physiology .doz.	22		4.84	4.80		30

a Each. d Average. e No. 1. f No. 2. g No. 3. h No. 4.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.				Number.
			Chicago.		New York or Chicago.	Chicago.	
READERS, SUPPLEMENTAL—continued.							
	Stickney:						
1	Robinson Crusoe.....doz..	4	3.49	3.45		1	
2	Swiss Family Robinson.....do..	3	4.49	4.45	a.36	2	
3	Ed. Pub. Co., Stories of Industry, 2 vols...do..	7	3.83	3.79		3	
	Moore:						
4	Pilgrims and Puritans.....do..	4	5.99	5.95	a.48	4	
5	The Colony and Commonwealth.....do..	3	5.99	5.95	a.48	5	
6	Around the World, C.F. Carroll (The Morse Co.).....doz..	7	3.83	3.75		6	
7	Our Own Country (Silver, Burdett & Co.)...do..	6	4.99	4.95		7	
8	Our American Neighbors (Silver, Burdett & Co.).....doz..	6	5.99	5.95		8	
9	Payne's Geographical Nature Studies.....do..	11		2.42	2.40	9	
10	The Geographical Reader and Primer (Am. Book Co.).....doz..	10		5.79	5.76	10	
11	Popular Science Reader, James Montieth (Am. Book Co.).....doz..	8		7.25	7.20	11	
12	Historical Reader (The Morse Co.).....do..	4	6.35	6.35		12	
MANUALS FOR TEACHERS.							
13	Popular Gymnastics, Betz (A. Flanagan) ..No..	20	.44	.43		13	
14	Light Gymnastics, Betz (A. Flanagan) ....do..	21	.55	.52		14	
15	Free Gymnastics, Betz (A. Flanagan) ....do..	21	.55	.52		15	
16	Gymnastic Tactics, Betz (A. Flanagan) ....do..	30	.55	.52		16	
17	Primer of Politeness.....do..	50	.50	.48		17	
18	Songs, Games, and Rhymes (Milton Bradley Co.).....No..	51	1.10	1.10		18	
19	Primary Methods, American Book Co.....do..	30		.49	.48	19	
20	First Principles of Agriculture, Voorhees (Silver, Burdett & Co.).....No..	31	.59	.58		20	
21	Drawing Simplified, Augsburg.....do..	90	.79	.76		21	
22	Primary Manual Training, Cutler.....do..	10	.59	.58		22	
23	A B C of Swedish Educational Gymnastics, Nissen.....No..	12	.59	.58		23	
24	Progressive Lessons in Needlework, Hapgood, Number.....No..	6	.61	.61	.60	24	
25	Educational Manual Training, Schwartz.....No..	17	.79	.77		25	
26	The Sloyd System of Woodworking, Hoffman, Number.....No..	10		.82	.80	26	
27	Handbook of Sloyd, Salomon.....do..	4	.94	.93		27	
28	Bench Work in Wood, Goss.....do..	10	.58	.58	.56	28	
29	Easy Experiments in Physics, Preston Smith (Morse Co.).....No..	81	.39	.38		29	
30	Simple Lessons in the Study of Nature, Isabella G. Oakley (W. B. Harrison).....No..	100	.43	.42		30	
31	Household Economy, Kitchen Garden Association (I. B. T. & Co.).....No..	47		.35	.34	31	

* These bids are for all or none.

a Each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.						Number.
			Chicago.		New York or Chicago.	Chicago.			
	SINGING.								
1	Graves's School Hymnary . . . doz.	9	4.79	4.75					1
2	Tilden's Common School Song Reader doz.	11	3.59	3.55	a.29				2
3	Gospel Hymns, Nos. 1 to 6, combined, with music. doz.	208	10.40	7.65					3
4	Carmina for the Sunday School, dozen	57	4.50	4.45					4
5	Songs of the Nation (Johnson) dozen	139	5.99	5.95					5
6	Natural Short Course in Music (Ripley & Tapper):								6
7	Book 1 doz.	66		2.90	3.36				7
8	Book 2 do.	36		3.39	3.84				8
	PENMANSHIP.								
9	Spencerian Copy Book, Revised Edition, Common School Course, 1 to 7. doz.	197		.78	.77				9
10	Spencerian Vertical Penmanship, Common School Course, 1 to 6, dozen	707		.78	.77				10
11	Sheldon's Vertical Writing: Elementary, 1 to 4. doz.	170	.59	.59					11
12	Grammar, 1 to 6. do.	114	.78	.79					12
13	Normal Review System. First Steps in Vertical Writing. Books A, B, C, and D. doz.	150	b.49	b.49					13
14			c.59	c.59					14
15	Normal Review System of Writing, Regular Course, 10 Nos., 1 to 10. doz.	147	.79	.78					15
16	Merrill's Vertical Penmanship, 6 Nos., 1 to 6 (Maynard, Merrill & Co.) doz.	368	.79	.77			.77		16
17	Common Sense Copy Book, 6 Nos., 1 to 6 (A. Lovell & Co.) doz.	73	.58	.58				.60	17
	REGISTERS, SCHOOL.								
18	Adams & Blackman's doz.	9	3.35	3.30					18
19	Adams Union School do.	3	3.35	3.30					19
20	Van Antwerp, Bragg & Co., Standard doz.	3 1/2		5.80	5.76				20
21	White's New Common School. do	15		5.80	5.76				21
	SLATES.								
22	7 by 11 inches doz.	232	.78						22
23			.78						23
24	8 by 12 inches do.	227	.92						24
25			.92						25

* These bids are for all or none.

a Each.

b A, B.

c C, D.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Point of delivery.					Number.
			Chicago.					
			J. M. Olcott & Co.	U. S. School Furniture Co.	Raymond O. Evans.	William J. C. Dullany.	Henry B. Lyford.	
WALL MAPS.								
1	Arizona.....No..	3	fa 2.60	b1.60				1
2	California.....do..	1	a 1.95	b.95				2
3	Colorado.....do..	1	a 1.95	b.95				3
4	Hemispheres (outline).....do..	46	c2.35	d1.35	1.64	.45		4
5						1.05		5
6	Indian Territory.....do..	2	fc 3.50	d2.50				6
7	Iowa.....do..	2	c 1.95	d.95				7
8	Kansas.....do..	2	c 2.10	d.95				8
9	Minnesota.....do..	1	c 1.95	d.95				9
10	Montana.....do..	2	fc 3.50	d2.50				10
11	Nebraska.....do..	1	c 2.25	d.95				11
12	New Mexico.....do..	16	fc 2.60	d1.60				12
13	North America (outline).....do..	20	e2.35	d1.35	1.64	.45		13
14						1.05		14
15	North Dakota.....do..	3	e 1.95	d.95				15
16	Oklahoma.....do..	5	fc 3.50	d2.50				16
17	Oregon.....do..	1	fc 2.60	d1.60				17
18	South Dakota.....do..	7	e 1.95	d.95				18
19	United States, large.....do..	27	e 5.50	d4.00		2.38		19
20	United States (outline).....do..	10	e2.35	d1.35	1.64	.45		20
21						1.05		21
22	Utah.....do..	1	fa 2.60	b1.60				22
23	Washington.....do..	5	a 1.95	b.95				23
24	Wisconsin.....do..	2	a 1.95	b.95				24
MISCELLANEOUS.								
25	Blackboards, 3 by 4 feet, portable, revolving, complete.....No..	25			4.75			25
26	Bibles, medium size.....do..	1,100				.30		26
27	Call bells.....do..	68	.19		.60	.20	.90	27
28						.45	.125	28
29						.55	.59	29
30							.90	30
31	Crayons, chalk, white, dustless .boxes..	1,800	.075		.054	f.30	.053	31
32					.068	f.06	.073	32
33							.08	33
34	Crayons, chalk, colored, assorted, boxes.....do..	400	.20			f.32	.19	34
35							.41	35

f Post-route map. a On spring roller, in veneer case. b On cloth back and rollers.
 c In brackets, map without names, in veneer case. e In brackets, with or without names.
 d In brackets, map with names, on common roller. f Per gross.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.							Number.		
			James A. Bailey.	William J. C. Dulaney.	American Book Co.	Harry E. Lyford.	J. M. Olcott & Co.	Tillotson Wheeler Gilson.	Chas. Frank Atkinson.		U. S. School Furniture Co.	Raymond O. Evans.
			New York.	Chicago.	New York, Chicago.	Chicago.						
MISCELLANEOUS—continued.												
1	How We Are Governed, Dawes.....No.	86	.82	*.82					.80		1	
2	Globes of the world: Large.....No.	4						\$3.60		5.25	2	
3								\$5.40		4.25	3	
4										3.75	4	
5	Medium.....do.	29	2.25					\$2.10		3.50	5	
6								\$3.75		2.90	6	
7										2.40	7	
8	Good Morals and Gentle Manners, Gow, number.....	9		.82	.80						8	
9	Our country (3 vols.), by B. J. Lossing, per set.....sets.	31	8.00								9	
10	Ink wells.....doz.	132	.12					.14		1.30	10	
11										.55	11	
12										.39	12	
13	Music books, instruction for organ. No.	46	.90								13	
14	Pencils, slate, sharpened.....M.	90	.87			1.40					14	
15						1.20					15	
16	Plaster paris.....lbs.	350	.15					.05			16	
17	Slated blackboard cloth.....sq. yds.	520	.37					.24	.229	m 25	17	
18										m 33	18	
19										n 30	19	
20										n 38	20	
21	Slating brushes, first quality.....No.	20	.25					.30			21	
22	Thermometers.....do.	200	.59			1.74		.09			22	
23						1.74					23	
24						1.69					24	
25										.50	25	
26	Wall slating, liquid, gallons	44	1.60			.74	1.60		1.40	1.49	1.85	26
27	Webster's Dictionary: Primary.....doz.	17		4.60	4.56							27
28	Common school, dozen	20		6.98	6.96							28
29	High school.....doz.	2		9.48	9.36							29
30	Academic.....do.	13		14.45	14.40							30
31	International unbridged.....No.	6	8.50	8.00	8.50					9.25	9.25	31
32	Spencerian practice paper for penmanship: (a) Small, 90,000 sheets.....sheets.	107,000	.13	j.13		.14	.50		k.45			32
33	(b) Large, 122,000 sheets.....sheets.	146,000	.15	j.15		.16			k.45			33
34	Miss Bettes's ruling attachment for blackboards.....No.	10	1.50									34
35												35

* These bids are for all or none.

g Plain, sheep binding.

h Indexed, sheep binding.

† Full mounted, with meridian and horizon complete.

m 3 feet wide

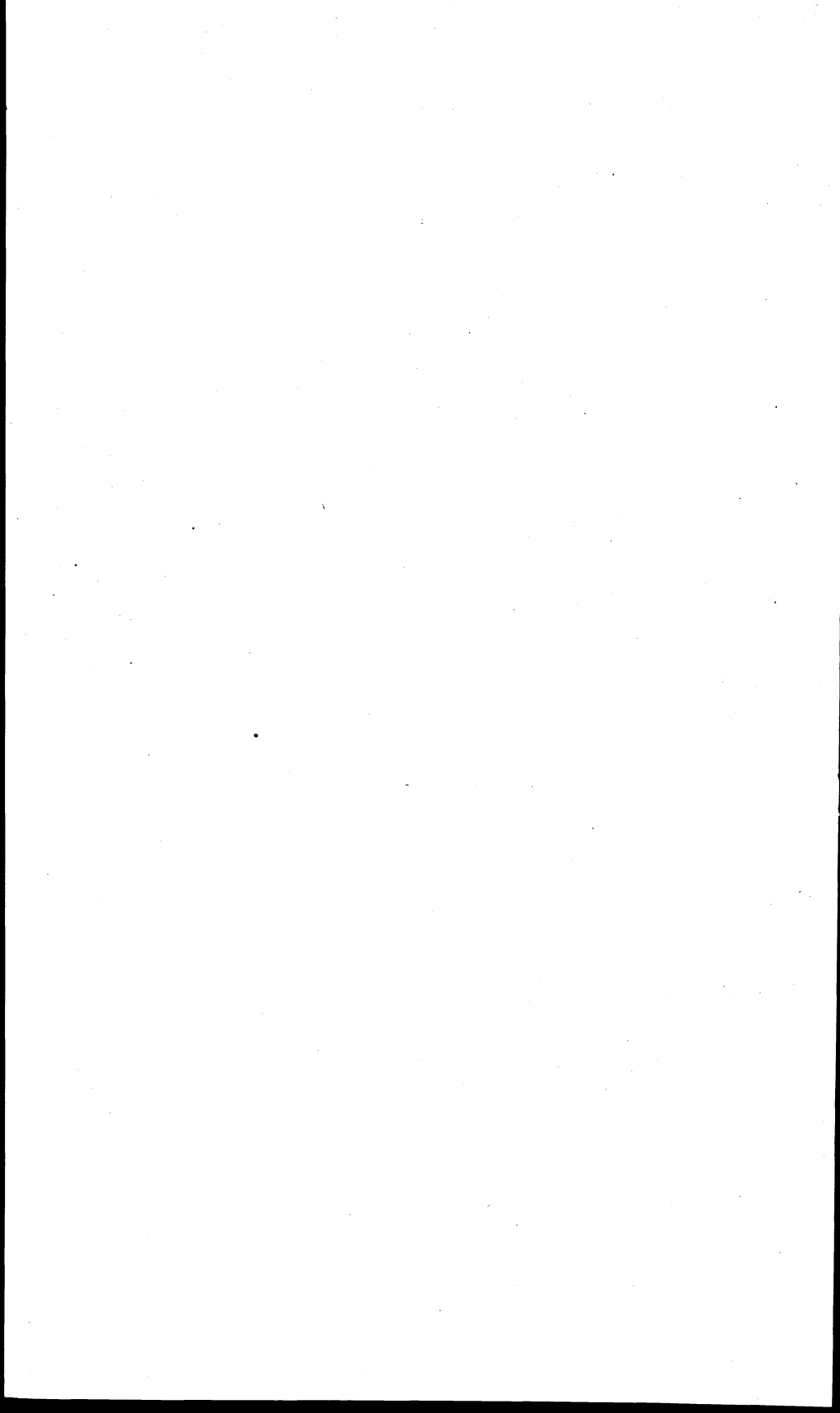
n 4 feet wide

} These prices are per linear yard.

j Per 100 sheets.

k Per 1,000 sheets.

l Per dozen.



PROPOSALS RECEIVED AND CONTRACTS AWARDED IN NEW YORK
CITY, UNDER ADVERTISEMENT OF MARCH 30, 1899,

FOR

FURNISHING SUPPLIES, ETC..

FOR

THE INDIAN SERVICE.

FOR FISCAL YEAR 1900.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

BLANKETS.

Number.	CLASS NO. 1. BLANKETS. [Each blanket must be indelibly marked U. S. I. D. in letters not less than 4 inches high.]	Quantity awarded.	George Campbell.	Edward E. Eames.	Herbert M. Anning.	Finley H. Lloyd.	Henry T. Kent.	Rowland A. Robbins.	John Dobson.
			Delivered in—						
			New York.	New York or Chicago.	Not stated.	New York.			
1	48 by 76 inches, indigo-blue, for single beds, to weigh not less than 3 pounds each .....No.	5,300	1.80	1.455	a 1.58	b .53½	1.29	-----	1.38
2									
3									
4									
5									
6	60 by 76 inches, indigo-blue, for double beds, to weigh not less than 4½ pounds each .....No.	13,225	-----	2.18½	f 2.375	-----	1.935	-----	2.07
7									
8									
9									
10									
11	48 by 76 inches, scarlet, for single beds, to weigh not less than 3 pounds each .....No.	1,025	1.80	1.515	a 1.58	53½	1.38	b .54	1.44
12									
13									
14									
15	60 by 76 inches, scarlet, for double beds, to weigh not less than 4½ pounds each .....No.	2,200	-----	2.27½	f 2.375	b .53½	2.07	b .54	2.16
16									
17									
18									
19	48 by 76 inches, white, for single beds, to weigh not less than 3 pounds each .....No.	250	-----	1.65	h 1.80 h 1.58	-----	1.47	b .565	1.56
20									
21									
22									
23	60 by 76 inches, white, for double beds, to weigh not less than 4½ pounds each .....No.	365	-----	2.475	i 2.625 i 2.375	-----	2.205	b .565	2.34
24									
25									
26									

a 300 only, to weigh 3 pounds. b Per pound. f 600 only, to weigh 4½ pounds.
 h 235 only. i 350 only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BLANKETS.

Number.	James D. Sands.	Leopold Shenerman.	William F. Pippey.	Robert M. Fair.	Danville Woolen Mills.	John Wanamaker.	Henry H. Lippert.	Edward C. Goldstein.	Robert C. Ogden.
	Delivered in—								
	New York, Chicago, or Carlisle.	All points.	New York.	New York or Chicago.	New York.	New York or Chicago.	New York.		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									

* 5 cents additional on each blanket delivered at San Francisco, Cal.
 e 3,000 only. d 3,000. e 2,300. f 6,000 only. g each. h 3.00 each.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS.	Quantity awarded.	Delivered in—					
			John F. Praeger.	Johnson Brothers.	Bedford Mills Co.	Frank Jay Harwood.	Herman Heidelberg.	Manhattan Supply Co.
			New York.	New York, Chicago, or St. Louis.	New York.	New York or Chicago.	New York.	
1	Cassimere, all wool, equal to standard sample: Cadet gray	3,500	1.80	1.54	1.64	1.195	1.64	1.75
2	Light steel	1,100	1.22	1.24	1.18	1.195	1.09	1.335
3	Dark steel	6,000	1.22	1.24	1.18	1.195	1.09	1.335
4	Kersey, all wool, dark-blue, equal to standard sample	3,200	1.90	1.50	1.47		1.65	1.37
5			1.625				1.50	
6			1.55				1.60	
7							1.735	
8							1.85	
9								
10								
11								
12								
13								
14								

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Delivered in—			
			Bedford Mills Co.	Thomas G. Hood.	Edward E. Eames.	Herbert M. Anning.
			New York.			New York or Chicago.
15	Flannel, dress: Dark-blue, 50 to 54 inch	10,800	.40	.4219	.4139	.495
16					.4185	.475
17						
18						
19						
20						
21						
22	Gray, 50 to 54 inch	12,000	.40	.4219	.4139	.44
23						
24						
25						
26						
27	Flannel, red, twilled	4,200	.16		.225	.21
28						.163
29						.183
30						
31						

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS.

Number.	Delivered in—											Number.				
	Russell B. Morriam.	Henry T. Kent.	Max Naumberg.	Beaver Dam Woolen Mills.	Clinton Woolen Manufacturing Co.	William H. Wanamaker.	Ellis A. Gimbel.	Robt. M. Fair.	Leopold Shonerman.	Edward E. Eames.	Fredrick and Achelis Vieter.		Edward C. Goldstein.	The Bay State Clothing Co.	John Wanamaker.	Robert C. Ogden.
	New York or Chicago.	New York.		Chicago.	New York, Chicago, St. Louis, or St. Paul.	New York.		New York or Chicago.	All points.	New York.						
1	1.59	1.60	1.79	1.50	1.56	1.7990	1.855	1.90								1
2	1.59		1.59			1.85										2
3	1.29			1.30	1.27	1.2190	1.25		1.29							3
4	1.10					1.20										4
5	1.29			1.30	1.27	1.2190	1.25		1.29							5
6	1.10					1.20										6
7																7
8																8
9	1.525		1.715		1.52	1.65	1.39	1.80		1.735	1.50	1.48	1.754	1.79	1.764	9
10	1.595					1.625	1.774									10
11	1.495															11
12																12
13																13
14																14

Number.	Delivered in—											Number.
	Henry T. Kent.	Charles W. Hayes.	Henry H. Lippert.	Ellis A. Gimbel.	Robert M. Fair.	John Wanamaker.	Nathl. H. White-side.	Robert C. Ogden.	Finley H. Lloyd.	John Early Company.		
	New York.	New York or Chicago.	New York.	New York or Chicago.	New York.		Not stated.	New York.				
15	.49	.345	.38	.40	.40	.4460	.375	.402				15
16		.3595	.40		.435	.4748	.455	.438				16
17		.41					.395	.422				17
18		.445					.43					18
19							.455					19
20							.51					20
21							.455					21
22	.49	.475	.38	.40	.534	.4935	.395	.546				22
23		.545	.40	.40	.41		.43					23
24							.455					24
25							.455					25
26							.51					26
27		.184	.19	.1751	.184	.1890	.184	.199	.163	.21		27
28				.1898	.203	.2048	.199	.209		.23		28
29					.213	.2220	.219	.2165		.25		29
30					.203		.229	.206				30
31							.215					31

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Delivered in—							
			New York.							
			Barton F. Blake.	Columbia Worsted Co.	Manhattan Supply Co.	Edward E. Eames.	Frederick H. Cullom.	Rowland A. Robbins.	Edward J. H. Estabrook.	American Hosiery Co.
1	Drawers: Knit, light, for summer wear, boys' as- sorted sizes, 24 to 30.....pairs..	6,550	.14 ³ / ₈	.17 .165	.215	.18 ³ / ₈	3.15 3.16 3.10 3.30 1.90	.....	.44
2										
3										
4										
5										
6	Men's assorted sizes, 32 to 40...pairs..	7,000	.14 ³ / ₈	.19	.275	.25 .31 .17 ³ / ₈	195 3.95 3.85 3.88 4.00	.25 ⁷ / ₈ 23 ³ / ₈	.54	
7										
8										
9										
10	Fascinators, woolen.....doz..	430			3.00 3.13 3.25 3.50 3.57 3.64	1.725 2.05 2.75				
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22	Hoods, woolen, assorted sizes.....doz..	140			2.50 2.79 3.12 3.24 3.29 3.33	3.25				
23										
24										
25										
26										
27										
28										
29	Hose: Woolen, medium weight, misses' as- sorted sizes, Nos. 6 ¹ / ₂ to 8 ¹ / ₂.....doz..	540	1.25 1.35 1.50 1.50 1.75		1.15 1.24 1.38 1.49 1.65 1.69	2.30				
30										
31										
32										
33										
34										
35	Women's, assorted sizes, Nos. 9 to 10, dozen.....doz..	1,250	1.90 1.16 2.00 1.80 2.125 1.70		1.30 1.54 1.71 1.95	2.125				

a 6¹/₂ inch; rise, 10 cents.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

Number.	Delivered in—	New York.	New York or Chicago.	New York.	Delivered in—								Number.								
					New York.																
					Cohoes Knitting Co.	New Britain Knitting Co.	Lincoln Cromwell.	David W. Levy.	Sanders Gutman.	Samuel Townsend.	William W. Foulkrod.	Ellis A. Gimbel.		Nathaniel H. White- side.	Robert C. Ogden.	Robert M. Fair.	Lynton S. McNeal.	Lorin Scudder.	John Wanamaker.	Lewis Conger Hasell.	Edward Barnes.	Thomas G. Hood.
1		.201 ¹ / ₂ .19¹/₄			125	19				148		.17 .245	2.91								1
2																					2
3																					3
4																					4
5		.275 .26		.26 .30 .30	.22 .27		.275		.31 .28 .22	.217	.22 .235 .24¹/₂	.26	3.375 3.70 2.59	.25							5
6																					6
7																					7
8																					8
9																					9
10													1.65 4.00 1.50 3.25 1.85 3.60 2.25	.14 .21	1.75 2.50 2.875 1.75						10
11																					11
12																					12
13																					13
14																					14
15																					15
16																					16
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34																					34
35																					35
36																					36
37																					37
38																					38
39																					39
40																					40

b Children's.

c Misses'.

d Women's.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

Number.	Quantity awarded.	Delivered in—						
		New York.						
		Barton F. Blake.	Lewis Conger Hasell.	Thomas G. Hood.	Richard Lindner.	Manhattan Supply Co.	Lynton S. McNeal.	Edward E. Eames.
CLASS NO. 2. WOOLEN AND KNIT GOODS—continued.								
1	Hose, cotton, medium weight: Misses', assorted sizes, Nos. 6½ to 8½.....doz..	*200	.65 .73 .82 .97 .92			*.70	1.14	
2	Women's, assorted sizes, Nos. 9 to 10.....doz..	500	.72 .52 .79 1.04 .99 1.17	.765	.78	.87	.81	1.90
12	Hose, black, fine-ribbed, regular made, good quality, fast dye: Misses, woolen, assorted sizes, Nos. 6½ to 8½.....doz..	750	1.25 1.60 1.80 1.57 1.50 1.75	a1.525 b1.675		2.91 3.18 3.45	1.48 1.62 1.94	2.875
18	Women's, woolen, assorted sizes, Nos. 9 to 10.....doz..	500	1.70 1.71 1.80 1.73 2.00	1.885 1.89		2.87 3.15 3.38 4.20	2.10	3.25
25	Misses', cotton, assorted sizes, Nos. 6½ to 8½.....doz..	1,170	.91 .92 .96 1.00 1.15	d1.09 d1.11 d1.25		e1.565 1.33 1.60 1.75	1.32	1.975
30	Women's, cotton, assorted sizes, Nos. 9 to 10.....doz..	1,100	1.07 1.10 1.16 1.03 1.05	1.455 1.57 1.925		e1.965 1.84 1.93 2.06		2.125
34	Linsey, plaid.....yds..	86,900			.0696 .0769 .0797 .0845 .0819 .0744			
41	Mittens, men's, woolen, assorted sizes.....doz..	720				.95 1.10 1.37 1.92 1.62 1.80 1.98	1.92	1.90 2.00

* Awarded on sample (fourth below), misses' black ribbed, 1,170 dozen to Manhattan Supply Co. at \$1.60.
a For 6½ inch; rise, 10 cents. b For 6½ inch; rise, 12½ cents. c Per pair.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

Number.	Quantity awarded.	Delivered in—																
		New York.	New York or Carlisle.	New York.	New York or Chicago.	New York.	New York or Chicago.	All points.										
		Edward Barnes.	Rowland A. Robbins.	American Hosiery Co.	Henry L. Hamburger.	Samuel Townsend.	William W. Foulkrod.	Lorin Scudder.	Ellis A. Gimbel.	Robert M. Fair.	Nathaniel H. White-side.	Robert C. Ogden.	John G. Carruth.	Charles Porter.	John Wanamaker.	Henry H. Lippert.	Jacob Mandler.	
1	Hose, cotton, medium weight: Misses', assorted sizes, Nos. 6½ to 8½.....doz..	.65 .68 .71			.73 .74 .99 1.00		d.65 d.75	.65	1.09									
6	Women's, assorted sizes, Nos. 9 to 10.....doz..	.65 .70 .635 .79	.85 .85	e.315	.77 1.03 1.00 1.12		.625 .69 .70 .75 .81 .875	.735	.64	.77								
12	Hose, black, fine-ribbed, regular made, good quality, fast dye: Misses, woolen, assorted sizes, Nos. 6½ to 8½.....doz..	1.685 1.685 1.825 1.85		c.40	1.925 1.975	a1.40 a1.50 a1.59 a1.45	1.90 1.57 1.97 2.00	a1.55	1.775	b1.65 b1.875 b1.925	1.61	1.98 1.97 2.02						
18	Women's, woolen, assorted sizes, Nos. 9 to 10.....doz..	1.75 1.80 2.09 2.35 2.375			1.79 1.88 1.97 2.23 1.79	1.93 1.95 1.85		1.845	1.625 1.85 1.90	1.90	1.84 1.96							
25	Misses', cotton, assorted sizes, Nos. 6½ to 8½.....doz..	.82½ .925	.85 .75 .95	f.19	1.475 1.225 1.00 1.00	d1.12 d1.25 d1.45 d1.25	.90 .925 .96 1.02 1.17			d1.00 d1.05 d1.10 d1.275	1.11	1.165 1.35						
30	Women's, cotton, assorted sizes, Nos. 9 to 10.....doz..		1.20		1.65 1.01 1.06 1.10 1.15	1.10		1.90 2.00 2.125	1.77	g1.35								
34	Linsey, plaid.....yds..				.0812 .0786 .076	.0865 .0845 .0759		.0790 .0750	.0825 .0803 .0730	.0850 .0828 .0750								
41	Mittens, men's, woolen, assorted sizes.....doz..	1.70 2.00 2.45			1.62 1.72 1.86 1.88 1.90 1.97	1.75 1.85 2.00 2.15		2.125	1.85						1.50 1.60 1.75	1.75 1.75		

d For 6½ inch; rise, 5 cents. e In bundles, 5 cents reduction. f Per pair; 1,160 dozen only. g To be made without double knees.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS— continued.	Quantity awarded.	Delivered in—							Number.
			New York.			All points.	Chicago.	New York.	New York.	
			New York.							
			Lyn-ton S. McNeal.	Man-hattan Supply Co.	Edward E. Eames.					
			Edward Barnes.	William F. Pippey.	James C. Birdsall.	Leopold Shernerman.	Herbert S. Blake.	William W. Foulkrod.		
1	Mittens: Boys', woolen, assorted sizes .....doz..	475	1.38	.88 1.05 1.38	1.375 1.50 1.75			.98 1.25 1.48		
2								1.80		
3										
4										
5										
6										
7										
8	Girls' .....do....	500	1.75	1.06 1.19 1.65	1.50 1.50 2.00	1.05 1.45 1.65	1.40 1.60	.52 .78 .69		
9								.98		
10										
11										
12										
13										
14										
15										
16	Pants: Knit, light, for summer wear, ladies', assorted sizes, 32 to 36, pairs.....	5,800	.11	.18				.16 .167		
17										
18	Misses', assorted sizes, 24 to 30 .....pairs..	5,000	.126	.125 .11 .15 .175	.18			.147		
19										
20										
21										
22	Scarfs, knit, large .....doz..	6								
23										
24										
25										
26	Shawls, about 1/2 black mixed and brown mixed, high colored and tartan plaid...No..	14,100	.70 .75 .90 .95 1.18 1.23	1.145 21.24 21.33 21.43						
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41	Skirts, balmoral.....do....	16,700	.425	.45 .61	.32 .53	.60				
42										
43										
44										
45										

a Per dozen. b High colors, 5cents additional on each. c Largest size and high colors. d 26 ounces.
e .8 ounces. f 30 ounces. g High colors and tartans. h Per ounce.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS— continued.	Quantity awarded.	Delivered in—							Number.								
			New York.			All points.	Chicago.	New York.	New York.									
			New York.															
			Henry H. Lippert.	Jacob Mandler.	Robert M. Fair.													
			Nathaniel H. White-side.	Robert C. Ogden.	Barton F. Blake.	James Talcott.	American Hosiery Co.	David W. Levy.	John Wanamaker.	George H. Brickner.	Augustus F. Libby.	Ellis A. Gimbel.	Thomas G. Hood.	Richard T. Lowndes.	Herbert M. Anning.	Finley H. Lloyd.		
1			New York or Chicago.	All points.	New York or Chicago.		New York.	New York or Chicago.	New York.	New York or Chicago.	New York.	New York or Chicago.	Not stated.					1
2			1.30	1.25	1.30	.925	1.60											2
3			1.40	1.15	1.37	1.425	1.58											3
4			1.50		1.57	1.45	1.58											4
5			1.65		1.62	1.60												5
6			1.75		1.75	1.90												6
7					1.88													7
8				.60	1.37	1.40	1.58											8
9				1.25	1.53	1.55												9
10				1.45	1.70	1.70												10
11				1.25	1.70													11
12					1.78													12
13					1.62													13
14					1.70													14
15					1.72													15
16																		16
17						.105	a1.24	.166 .163	.58									17
18							a1.285	.143	.115	.48	.125							18
19						.125	a2.33											19
20																		20
21																		21
22											1.75							22
23											2.375							23
24											3.25							24
25											4.75							25
26																		26
27				.65	1.23	.80					b1.14	1.285	.825					27
28				1.19		.80					b1.22	1.37	1.00					28
29				1.36		1.20					b1.27	1.485	1.104					29
30				1.53		1.20					b1.36		1.175					30
31				1.125		1.20					c1.56		1.284					31
32				1.20		1.20					c1.74							32
33				1.45														33
34				g1.61														34
35				g1.51														35
36				g1.67														36
37				g1.56														37
38				g1.72														38
39				g1.61														39
40				g1.77														40
41				h.043														41
42				.645		.49					3.750		.435	.343	1.50	.55	.393	42
43				.48		.49					.50		.455	.434			.515	43
44				.44		.57					.50		.493	.581				44
45													.505	.581				45

i Proposes to furnish 12 styles in each dozen skirts, 3 of which are to be red, 1 blue, and to use all the styles submitted in the assortment.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Delivered in—					
			New York.					
			Barton F. Blake.	Lynnton S. McNeal.	Lewis Conger Hasell.	Thos. G. Hood.	Manhattan Supply Co.	Edward E. Eames.
1	Socks, woolen:	840	1.35		1.475	1.35	1.20	
2	Boys', assorted sizes, Nos. 7 to 9.....doz.		1.31		1.45	1.325	1.34	
3			1.33		1.45		1.315	
4			1.29					
5			1.40					
6		1.30						
7	Men's, assorted sizes, Nos. 9½ to 11½.....do.	1,970	1.36	1.04	1.41	1.875	1.38	2.125
8			1.55	1.06	1.645	1.69	1.52	
9			1.56	1.60	1.65	1.36	1.49	
10			1.95	1.64	1.65	1.79	1.73	
11			1.73	1.44	1.655	1.65	1.78	
12			1.70	1.48	1.715	1.75	1.98	
13			1.75					
14	Socks, cotton:		1,100			.645		.47
15	Boys', heavy, assorted sizes, Nos. 7 to 9.....do.						.55	
16	Men's, heavy, assorted sizes, Nos. 9½ to 11½, dozen	1,200	.65		.56		.60	.625
17			.74		.575		.63	
18			.635				.68	
19			.63				.73	
20			.64				.57½	
21	Men's, medium weight, assorted sizes, Nos. 9½ to 11½.....doz.	700	.53				.80	
22			.60					
23			.53					

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Delivered in—					
			New York.					
			Barton F. Blake.	Columbia Worsted Co.	Manhattan Supply Co.	Edward E. Eames.	Frederick H. Cullom.	Rowland A. Robbins.
27	Undershirts, light, for summer wear:	6,800	.105	.165	.215	.183	a.3.15	
28	Boys', assorted sizes, 24 to 30.....No.		.143	.17			a.3.16	
29							a.3.10	
30							a.3.30	
31	Men's, assorted sizes, 32 to 38.....No.	7,820	.213	.19	.275	.25	a.3.95	
32						.31	a.3.85	
33						.173	a.3.88	
34							a.4.00	
35								

a Per dozen.

b Pants to match, .15 and .175.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Delivered in—															
			New York.															
			Rowland A. Robbins.	John J. Gahde.	American Hosiery Co.	Herbert S. Blake.	Henry L. Hamburger.	Samuel Townsend.	William W. Foulkrod.	Henry H. Lippert.	Lorin Scudder.	Ellis A. Gimbel.	Robert M. Fair.	Nathaniel H. White-side.	Robert M. Ogden.	Richard Lindner.	Edward Barnes.	
1		1,300																
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
16																		
17																		
18																		
19																		
20																		
21																		
22																		
23																		
24																		
25																		
26																		

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Delivered in—														
			New York.														
			Edward J. H. Estabrooks.	American Hosiery Co.	Cohoes Knitting Co.	New Britain Knitting Co.	Lincoln Cronwell.	David W. Levy.	Sanders Gutman.	Samuel Townsend.	William W. Foulkrod.	Robert M. Fair.	Nathaniel H. White-side.	Robert C. Ogden.	Ellis A. Gimbel.		
27		1,300															
28																	
29																	
30																	
31																	
32																	
33																	
34																	
35																	

c Option to deliver in June, 1899.

d Per pair.

Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

COTTON GOODS—Continued.

Number.	CLASS No. 3. COTTON GOODS—continued.	Quantity awarded.	Delivered in—				
			New York.		Chicago or New York.	New York.	
1	Cambrie, colored	7,770	.03 $\frac{1}{2}$	.0309	.03	*.0318	.033
2					.02 $\frac{3}{4}$	*.0318	
3	Canton flannel, brown, heavy	102,450	.0547		.057	*.0565	.057
4			.0674		.0545	*.0605	
5					.0669	*.0644	
6					.0718		
7					.0594		
8					.0619		
9					.0532		
10	Canvas, tailors', unbleached	4,250	.063	.08 $\frac{1}{2}$	.0925	*.057	
11			.0683	.09 $\frac{1}{2}$		*.0795	
12			.0735	.09 $\frac{3}{4}$		*.094	
13			.0788	.105			
14			.084	.11			
15							
16	Cheviot, cotton	14,700	.0573		.0507	*.0525	.0649
17					.057		
18	Cotton, knitting, white and colored, medium, Nos. 10 to 18	630	.31		(a)		
19			.36				
20							
21							
22							
23							
24							
25							
26							
27	Cotton bats, full net weight	1,355	.08 $\frac{1}{2}$		.06 $\frac{1}{2}$		
28					.0692		
29					.0795		
30							
31	Crash, linen, brown, washed	39,400	.0882	.0721	.055	.0725	
32					.075	.08	
33					.07 $\frac{3}{4}$	.065	
34					.07 $\frac{3}{4}$	.086	
35					.08		
36					.0784		
37	Denims, blue, equal to standard sample; sample required of at least one linear yard	23,800	.0724	.0798	.0789	*.067	.0805
38			.075	.0797	.0768	*.0774	.0846
39					.0765	*.0928	.0745
40							
41							
42	Drilling: Indigo-blue	7,000	.0725	.0747	.0718	*.073	
43					.0633		
44	Slate, or corset jeans	24,100	.04 $\frac{1}{2}$	.04 $\frac{1}{2}$	.052	*.045	.0434
45			.05 $\frac{1}{2}$	.0487	.0446		
46					.0433		
47					.0384		
48					.0446		

* "Only."

a As per list on sample box, less 40 per cent and 10 per cent.
b White.
c Colored.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

Number.	Delivered in—											Number.
	New York.										Chicago, St. Louis, St. Paul, Sioux City, Omaha, Kansas City.	
1	.0309	*.0319										1
2												2
3	.0499	*.0546	.0479									3
4	.059	*.0593	.0509									4
5	.0616	*.0637	.0558									5
6	.0609	*.052	.0583									6
7		*.0636	.0634									7
8			.0659									8
9			.0709									9
10	.086	*.0595	.094	.09 $\frac{3}{4}$	.09 $\frac{3}{4}$							10
11	.099	*.0842	.102	.105	.10							11
12		*.0935	.08 $\frac{3}{4}$	.115	.10 $\frac{1}{2}$							12
13			.101	.089								13
14			.102	.125								14
15			.105									15
16	.0574	*.0585	.0511									16
17	.0599											17
18	b. 263	b. 34		d. 28		d. 259						18
19	b. 267	c. 47		d. 29		d. 268						19
20	b. 273			d. 30		d. 27						20
21	b. 283			d. 31		d. 278						21
22	b. 288			d. 32		d. 278						22
23	c. 308											23
24	c. 314											24
25	c. 324											25
26	c. 334											26
27		.08 $\frac{1}{2}$	.095			.07 $\frac{5}{8}$						27
28		.075	.11			.084						28
29						.097						29
30												30
31	.06 $\frac{1}{2}$	.07	.0687	.095			.0782	e. 07				31
32	.0785	.065	.0853	.105			.089	e. 075				32
33	.0785	.085		.09				.081				33
34	.0795	.0675		.117				.085				34
35	.0975											35
36												36
37	.0809	*.0655	.0769					*.0718	.08 $\frac{1}{2}$			37
38		*.0706	.0683					*.0799				38
39		*.0784	.0778					*.085				39
40		*.0884	.0684									40
41		*.092	.0633									41
42	.0705	*.074	.0734									42
43		*.0842	.0733									43
44	.0449	*.04 $\frac{1}{2}$	.0443									44
45		*.0412	.0407									45
46		*.047	.0386									46
47			.0449									47
48												48

d Colors 5 cents per pound extra.

e 6,000 yards.

Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

COTTON GOODS—Continued.

Number.	CLASS No. 3. COTTON GOODS—continued.	Quantity awarded.	Delivered in—			
			New York.			
			Richard Lindner.	Edward E. Eames.	Ellis A. Gimbel.	J. Howard Sweetser.
1	Duck, or piqué, printed..... yds..	35,500	a. 089	.0641	.0695	.0656
2				.0655		
3				.055		
4				.06		
5						
6	Hairecloth..... do..	1,320	.194	.13		
7				.14		
8						
9						
10	Gingham, warranted fast colors, good and heavy quality. Staple and fancy dress patterns desired. No unsalable or bad styles..... yds..	226,000		.039	.05	.0424
11				.047		
12				b. 046		
13						
14	Handkerchiefs:					
15	¾, T. B. hemmed, white linen..... doz..	1,750	c. 725			
16			d. 825			
17			e. 975			
18			f. 1.15			
19			g. 875			
20	Hemmed, white linen, ladies' size..... do..	1,630	.40			
21			.60			
22						
23						
24						
25						
26	Kentucky jeans, dark Oxford..... yds..	6,650	.1645	.245		
27			.224	.16		
28	Lining, Oxford melton, not under 15-cent grade..... yds..	3,375	.1212	.129		
29			h. 30			
30						
31	Linen, table, 62-inch, washed damask..... do..	16,750	.31	.37		
32			.46	.38		
33				.405		
34						
35						
36						
37	Mosquito bar, blue, white, and pink..... do..	7,120	r. 0319			
38			s. 0339			
39			t. 0369			
40						
41						
42	Oilcloth, table, ¾, light color..... do..	10,700	.10	.11		
43			.11			
44						
45						
46						

* Only.
a Assorted. b 90,000 yards only. c 600 dozen delivered in 60 days; balance, 120 days.
d 450 dozen delivered in 60 days; balance, 120 days.
e 850 dozen delivered in 60 days; balance, 120 days.
f 1,000 dozen delivered in 60 days; balance, 120 days.
g All delivered in 60 days.
h ¾ wide.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

Number.	CLASS No. 3. COTTON GOODS—continued.	Quantity awarded.	Delivered in—										New York or Chicago.	New York.	New York or Chicago.	Number.	
			New York.														
			Nathaniel H. White-side.	Robert C. Ogden.	Barton F. Blake.	Thomas G. Hood.	Manhattan Supply Co.	Rowland A. Robbins.	Mason T. Matier.	John Early Co.	Robert M. Fair.	John Wanamaker.					William W. Foulkrod.	Robert McBratney.	Herman Heidelberg.	William F. Pippey.	Tom J. Leandrum.
1		.0625	*.0715														1
2		.0625															2
3		.0625															3
4		.0625															4
5		.0625															5
6		.0625	*.165														6
7										.17			*.132				7
8										.18			*.154				8
9													*.163				9
10		.0435	*.0428		.0498								*.0484				10
11		.0462	*.0475										*.049				11
12		.056											*.0439				12
13													*.0445				13
14		.835	.85	.81	.82	.70	.81						.80	.84	.82	.80	14
15		.865		.83	.90	.85	.86						.85	.845	.8525		15
16		.975		.88	1.08	.90	.96						1.00	.90	.89		16
17				.905	.98	.96	1.06							.9225	.95		17
18				.77	.94												18
19				.90	1.05												19
20		.665	.60	.51	.68	.55	.60						.59	.5925			20
21				.585	.72	.72	.64						.75				21
22					.75		.67						.825				22
23							.75										23
24							.64										24
25							.67										25
26		.22	*.2646										.22				26
27																	27
28			*.1075										*.0985				28
29			*.135										*.109				29
30													*.139				30
31		.385	.3825		.394	.315	j. 40						.35	.4025			31
32		.45	.41425		.405		k. 35						.36	.375			32
33		.545	.39875		.45		k. 42						.385	.385			33
34			.4015										.3875				34
35			.405										.39				35
36			.38										.395		.45		36
37		r. 034	.0475		l. 045								.0333				37
38		s. 037			n. 043								.0347				38
39		t. 04			o. 047								.0355				39
40					m. 048												40
41					p. 054												41
42			*.125	.105									.098	.11			42
43				.11									.09	.11			43
44				.116									.11	.11			44
45				.11									.11	.11			45
46				.116									.11	.11			46

j 10,000 yards. k 3,000 yards. l White, ¾ wide. m Blue, ¾ wide. n Pink, ¾ wide.
o White, ¾ wide. p Pink, ¾ wide. r White. s Blue. t Pink.

Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

COTTON GOODS—Continued.

Number.	CLASS NO. 3. COTTON GOODS—continued.	Quantity awarded.	Points of delivery.				
			New York.				
			Thomas G. Hood.	Manhattan Supply Co.	Edward E. Eames.	John Early Co.	Ellis A. Gimbel.
1	Sateen, black, 36-inch, for body linings of uniform coats, not under 18-cent grade.....yds	3,350	.1349	.1365	.1598	.1649	
2				.168	.1695		
3				.1735	.1698		
4				.1995	.1805		
5				.1785	.1957		
6				.189	.1442		
7				.1085	.1648		
8					.0569		
9	Silesia, black or slate, 36-inch...do...	5,700	.0748	.065	.0735	.09	
10			.0674		.0919	.07½	
11			.0623		.0998	.08½	
12			.0748		.0605	.0671	
13			.0674		.0765	.0618	
14			.0623			.0688	
15	Sheeting: ¾, bleached, standard.....do...	45,500	.0549		.06½		.0659
16			.0633		.06½		
17					.055		
18					.055		
19							
20							
21	¾, brown, standard, heavy...do...	292,000	a .0443		.0498		.0489
22			.0449				
23			.0448				
24							
25	¾, brown, standard, heavy...do...	61,300	.0973		.10½		.0944
26			.1068		.09½		.1013
27			.1043				
28							
29							
30	Shirting, calico, 64 x 64.....do...	20,700			.03½		
31					.035		
32					.02½		
33					.035		
34	Sleeve lining, twilled, 40-inch: For cassimere coats, not under 12-cent grade.....yds..	3,400	.1148		.1208	.10	.1005
35					.1208		.103
36					.13½		.1135
37							.1185
38							.1185
39	For jeans coats, not under 8-cent grade.....yds..	1,575	.0773		.0828		.075
40					.0765		.0875
41					.1160		
42					.1077		

* Only on all bids.

a 95,000 yards only.

b 150,000 yards only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

Number.	Points of delivery.						Number.
	New York or Chicago.		New York.				
	Robert M. Fair.	John Wanamaker.	J. Howard Sweetser.	Nathaniel H. White-side.	Robert C. Ogden.	Rowland A. Robbins.	
1	.175	*.1365		.1225	*.095		1
2		.18		.135	.135		2
3				.155	.15		3
4				.17	.17		4
5					.185		5
6							6
7							7
8							8
9	.065	.074		.0575	.057		9
10		.0688		.0644	.0625		10
11		.0644		.0787	.065		11
12							12
13							13
14							14
15	.0644	.0649		.0616	.0599	.0556	15
16	.0611	.065		.0598		.0523	16
17	.0545					.0582	17
18	.0594					.0663	18
19	.0625					.061	19
20	.0594						20
21	.0486	.0458	b .0468	c .0459	.0443		21
22	e .0462	.0488	b .0495	.045			22
23	.0485		b .0499				23
24	.045		b .0485	d .0939	.1066		24
25	.0879	.0896	.0892				25
26	.1164	.0935					26
27	.1033						27
28	.09						28
29	.0916						29
30	.031	.033		.0343	.0324		30
31							31
32							32
33							33
34	.125	.126			.0975	.095	34
35		.127			.115		35
36		.12					36
37							37
38							38
39	.10	.0775			.075	.125	39
40		.08			.085		40
41		.115					41
42							42

c 120,000 yards only.

d 20,000 yards only.

e 172,000 yards only.

Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

COTTON GOODS—Continued.

Number.	CLASS 3. COTTON GOODS—continued.	Quantity awarded.	Delivered in—			
			New York.			
			Thomas G. Hood.	Richard Lindner.	Manhattan Supply Co.	Edward E. Eames.
1	Wadding, cotton, slate color..doz..	300				.16
2						.16
3	Warp, cotton, loom:					
4	Blue.....lbs..	1,040		.15		.145
5	White.....do..	1,100		.13		.125
6	White crossbar (for aprons)..yds..	11,100		.044		.06
7			.0514	.0485		.055
8			.0644	.055		
9				.055		
10				.0697		
11	Wigan, black.....do..	3,000	.0398			.0462
12						.0578
13						.042
14						

CLOTHING.

Number.	CLASS No. 4. CLOTHING.	Quantity awarded.	Delivered in—					
			New York.		Chicago or New York.		New York.	
			Eisner Sigmund.	Russell B. Merriam.	Max Ernst.	Albert O. Field.	John L. Maher.	
15	Coats, men's, Oxford satinet (cloth full 12½ ounces to the yard, all wool filling), s. b. sack, straight front, narrow rolling collar, five buttons, black vegetable ivory, body lining, not quilted, 38 to 46.....No..	7,600	2.39	2.09	2.40	2.08	2.39	
16			2.41	1.96		2.29		
17			2.34	2.03				
18				1.90				
19								
20								
21								
22								
23	Coats, men's, Oxford Kentucky jeans, s. b. sack, straight front, narrow rolling collar, five buttons, black vegetable ivory, body lining:	300		2.38		2.54		
24	Quilted, 38 to 46.....No..			2.32		2.43		
25								
26	Not quilted, 38 to 46.....do..	180		2.14		2.41		
27				2.08		2.30		
28								

* "Only."

a Assorted patterns.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

Number.	Edward Barnes.	Rowland A. Robbins.	Ellis A. Gimbel.	Robert M. Fair.	John Wanamaker.	Nathaniel H. White-side.	Robert C. Ogden.	Delivered in—				
								New York.		New York or Chicago.	New York.	
1								.25			.165	
2								.23			.2475	
3								.40			.396	
4											.14	
5											.12	
6											.095	
7											.0475	
8											.055	
9											.0775	
10											.0875	
11											.0475	
12											.04	
13											.0415	
14											.0405	

CLOTHING.

Number.	Emanuel Lovens.ein.	David Le Roy.	The Bay State Clothing Co.	Loth Jeans Clothing Co.	Adolph Nathan.	Robert M. Fair.	Peter Schultz.	J. G. Miller & Co.	The Thompson Co.	Leon M. Hirsch.	Moritz Loth.	Leon B. Lowenstein.	Benjamin F. Marx.	Adolph W. Summerfield.	Tom J. Landrum.	Delivered in—								
																New York.		St. Louis or Chicago.	New York.		St. Louis or Chicago.	New York.		Chicago or New York.
15		2.20	2.08	2.25	2.87	2.25	2.40	2.26	2.43	2.37	2.32													
16			1.97	2.375				2.19		2.42														
17										2.43														
18										2.40														
19										2.42														
20										2.39														
21										2.45														
22										2.46														
23		2.50		2.30		2.10	2.42					2.15	2.56	2.45	2.20	2.45								
24				2.35								2.25			2.55									
25												2.50												
26		2.30		2.075		1.91	2.26					2.00	2.40	2.30	2.15	2.37								
27												2.10			2.52									
28												2.35												

b 2400 only.

c Not all wool and will not stand test, are called all wool.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—						
			Benjamin Greenwald.	James K. Burnham.	Max Ernst.	Frank Wallach.	Max Naumburg.	The Bay State Clothing Co.	Loth Jeans Clothing Co.
			New York.	N.Y., S. City, Chi., St. L., St. P., C. and Kans. City.	New York.			St. Louis or Chicago.	
1	Coats, men's: 10-ounce dark-brown duck, s. b. sack, straight front, narrow rolling collar, five patent buttons, riveted on, gray cotton jeans or cottonade lining, not quilted; 38 to 46.....No.	3,820	1.29 1.36 1.30 1.34 1.33 1.35	1.225 1.275	1.41 1.38 1.36 1.30		1.15 1.18 1.22 1.36	1.09	
2									
3									
4									
5									
6									
7	Dark-blue beaver, s. b. sack, straight front, blouse military collar, five gilt eagle buttons, body lining, quilted, two gilt eagle buttons on cuffs, red cloth piping down front and at cuffs, at shoulder two gilt eagle buttons on strap, sizes as may be required, for police uniforms, officers'...No.	80		7.96	6.96	6.50 7.00			
8									
9	Dark-blue beaver, s. b. sack, assorted sizes, for police uniforms, officers'; same as preceding in every particular except unlined, French breast.....No.	50		7.96	6.76	6.40 6.85			
10									
11	Dark-blue kersey, s. b. sack, straight front, blouse military collar, five gilt eagle buttons, two gilt eagle buttons on cuffs, body lining, quilted, assorted sizes, for police uniforms, privates'.....No.	700		5.95 5.58	4.99	5.24			
12									
13									
14									
15									
16									
17	Dark-blue kersey, s. b. sack; same as preceding in every particular except unlined, French breast, assorted sizes, for police uniforms, privates'.....No.	500		5.83 5.46	4.89	4.99			
18									
19									
20									
21	Overalls: Boys', 10 to 18 years, blue denims, patent buttons, riveted on, to be delivered in bundles of ten.....pairs.	7,620	.265		.30				
22			.305		.305				
23			.285		.305				
24			.315		.335				
25			.315						
26			.29						
27									
28	Men's blue denims, patent buttons, riveted on, 32 to 46 waist, 29 to 34 inseam, to be delivered in bundles of ten.....pairs.	13,000	.295		.31				
29			.32		.325				
30			.345		.34				
31			.335		.335				
32			.355		.35				
33			.345						
34			.375						
35									
36									

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Number.	Delivered in—													Number.				
	William H. Wanamaker.	The Duck Brand Co.	Robert M. Fair.	John I. McDonald.	Benjamin F. Marx.	Samuel T. Mosser.	Tom J. Landrum.	Louis W. Werle.	Keystone Clothing Co.	John Wanamaker.	R. H. White Co.	The Lange & Walsh Mfg. Co.	Russell B. Merriam.		Albert O. Field.	Leon M. Hirsch.	Adolph Nathan.	Nathaniel H. White-side.
	New York.	Chicago.	Chicago or New York.	Chi., Omaha, Kans. City.	St. Louis or Chicago.	All points.	Chicago or New York.	New York.			Chicago or New York.	New York.	New York or Chicago.					
1		1.10	1.01	.98 1.02 1.08	1.15	1.15	1.13											1
2																		2
3																		3
4																		4
5																		5
6																		6
7																		7
8		6.98	6.88					7.35 7.38	7.45 7.35									8
9																		9
10		7.02	6.89					7.09 7.11	7.20 7.15									10
11																		11
12		5.47	5.37					5.56 5.55	5.45 5.39 5.375 5.49 5.52 4.48	4.98	5.78	5.69 5.45	4.55 5.57 4.68 4.39	5.18	5.10	4.60 5.30		12
13																		13
14																		14
15																		15
16																		16
17																		17
18		5.35	5.30					5.32 5.30	5.25 5.19 5.17 5.29	4.62	5.00	5.49 5.25	4.55 5.49 4.68 4.43	5.10	4.90	5.65		18
19																		19
20																		20
21																		21
22								.34	.31									22
23								.33	.35									23
24									.35									24
25																		25
26																		26
27																		27
28																		28
29								.39	.35									29
30								.38	.39									30
31									.39									31
32									.36									32
33									.395									33
34									.40									34
35									.385									35
36									.43									36

* "Only."

Abstracts of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—					Fred. Loewer. Russell B. Merriam. Max Ernst. Alb't O. Field. Jno. L. Maher. Emanuel Lowenstein.
			New York.	Chicago or New York.	New York.			
1	Overcoats: Youths', Oxford satinet (cloth full 15 ounces to the yard, all-wool filling), d. b. sack, body lining, quilted, five black buttons, vegetable ivory, storm collar, circular breast pocket, reinforced at bottom and under arms, for large boys, 19 to 24 years, number.....	545	3.63 3.65 3.67	3.66 3.49 3.40	4.17	3.90	4.00 4.09 4.04	3.60
2								
3								
4								
5								
6								
7								
8								
9								
10	Boys', Oxford satinet (cloth full 15 ounces to the yard, all-wool filling), d. b. sack, 10 to 18 years; same as preceding in every particular.....No..	1,230	3.24 3.25 3.26	3.24 3.09 3.17 3.02	3.78	3.33	3.29 3.36 3.31	3.11
11								
12								
13								
14								
15								
16								
17								
18								
19	Boys', 10-ounce dark-brown duck, d. b. sack, gray cotton jeans or cottonade lining, not quilted, storm collar, circular breast pocket, five patent riveted buttons, 10 to 18 years.....No..	190						
20								
21								
22								
23								
24								
25	Men's, Oxford satinet (cloth full 15 ounces to the yard, all-wool filling), d. b. sack, body lining, quilted, five buttons, black vegetable ivory, storm collar, circular breast pocket, reinforced at bottom and under arms, 38 to 46.....No..	5,650	4.09 4.11 4.10	4.09 3.89 3.99 3.79	4.23	4.29	4.19 4.31 4.32	3.74
26								
27								
28								
29								
30								
31								
32								
33								
34	Men's, 10-ounce dark-brown duck, d. b. sack, gray cotton jeans or cottonade lining, not quilted, storm collar, circular breast pocket, five patent riveted buttons, 38 to 46.....No..	1,450						
35								
36								
37								
38								
39								

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Number.	Delivered in—	Delivered in—										Number.			
		New York.	New York or Chicago.	New York.	N. Y., Sioux City, Chic., St. L., St. P., Omaha, Kans. City.	New York.	Chicago.	St. Louis or Chicago.	Chicago or New York.	Chicago.	Chicago, Omaha, or Kansas City.				
1		3.56	3.87	3.59	3.70	3.26	3.90	3.68					1		
2		3.57		3.56		3.44	4.10						2		
3		3.58											3		
4		3.59											4		
5		3.60											5		
6		3.61											6		
7		3.62											7		
8		3.63											8		
9		3.64											9		
10		3.21	3.34	3.19	3.18	2.97	3.29	3.13					10		
11		3.18		3.16		3.12	3.47						11		
12		3.19											12		
13		3.20											13		
14		3.20											14		
15		3.21											15		
16		3.22											16		
17		3.23											17		
18		3.24											18		
19								1.87	1.275	2.01	1.70	1.48	1.75	19	
20								1.95	1.45	1.94				20	
21								1.89		1.97				21	
22								1.92		1.90				22	
23								1.91						23	
24								1.90						24	
25		3.97	4.27	4.02	3.80	3.85	4.34	4.06						25	
26		3.96		3.98		3.97	4.53							26	
27		4.02												27	
28		4.03												28	
29		4.04												29	
30		4.06												30	
31		4.07												31	
32		4.08												32	
33		4.09												33	
34														34	
35						1.97			2.00	1.95	2.16	2.00	1.92	1.90	35
36									2.12	2.125	2.10			1.98	36
37									2.03		2.13			2.16	37
38									2.08		2.04			2.40	38
39									2.07						39

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS NO. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—					
			Moritz Loth.	Fred Bauer.	Benjamin Greenwald.	James K. Burnham.	Russell B. Merriam.	Leon B. Lowenstein.
			New York.	New York or Chicago.	New York.	All points.	Chicago or New York.	New York.
1	Pants, men's, Oxford Kentucky jeans: Lined with good brown muslin, canvas bottom, seat and crotch taped and strengthened, metal buttons, sewed on, 30 to 44 waist, 29 to 34 inseam, pairs.....	1,480	1.10 1.15 1.23	.83 .95	1.125	1.24	1.26	
2								
3								
4	Same as preceding in every particular except unlined, 30 to 44 waist, 29 to 34 inseam, pairs.....	500	1.00 1.05 1.13	.78 .90	.995	1.10	1.16	
5								
6								
7	Pants, men's: 10-oz. dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons, 30 to 44 waist, 29 to 34 inseam.. pairs..	3,720		.93 1.00 .99 1.01 .97 .995	.815 .845			
8								
9								
10								
11								
12								
13	Dark-blue beaver, to match coats, lined with good brown muslin, seat and crotch taped, canvas bottoms, metal buttons, sewed on, red cloth piping down out-side seams, to match officers' coats, assorted sizes, to match uniforms, officers'.....pairs..	75						
14								
15	Dark-blue beaver, to match coats; same as preceding in every particular except unlined, assorted sizes, for police uniforms, officers'.....pairs..	55						
16								

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Number.	Delivered in—													Number.			
	New York.			St. Louis or Chicago.	Chicago.	New York or Chicago.	Omaha, Chicago, or Kansas City.	St. Louis or Chicago.	New York or Chicago.	New York.	Chicago or New York.	All points.	New York.				
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	

* "Only."

α Not strictly "all wool" and will not stand test; called "all wool."

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS NO. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—			
			New York.		Chicago or New York.	New York.
			John Wanamaker.	R. H. White Co.	The Lange & Walsh Manufacturing Co.	Russell B. Merriam.
17	Pants, men's, dark-blue kersey: Lined with good brown muslin, seat and crotch taped, metal buttons, sewed on, sky-blue piping down outside seams, assorted sizes, for police uniforms, privates'.....pairs..	700	3.53	3.83	3.74 3.57	2.90 3.74 3.04 2.80
18						
19						
20						
21	Same as preceding in every particular except un- lined, assorted sizes, for police uniforms, pri- vates'.....pairs..	580	3.37	3.64	3.58 3.41	2.76 3.62 2.89 2.66
22						
23						
24						

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

All points.	Max Ernst.	Albert O. Field.	Max Naumburg.	Leon M. Hirsch.	The Bay State Cloth- ing Co.	William H. Wana- maker.	Adolph Nathan.	Louis W. Werle.	Keystone Clothing Co.	Number.									
											Delivered in—								
											New York.								
3.63										17									
3.48	3.10	2.95	3.05	3.50	3.70 3.58	3.12	3.75 3.73	3.45 3.50 3.35 3.625	18 19 20										
3.45										21									
3.30	3.02	2.89	2.90	3.40	3.65 3.60	2.60 3.05	3.61 3.59	3.35 3.40 3.25 3.52	22 23 24										

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in black type denote rates

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—					
			New York.	Chicago or New York.	All points.	New York.		
						Herman Heidelberg.	The Lange & Walsh Manufacturing Co.	Max Ernst.	Albert O. Field.	Max Naumburg.	Leon M. Hirsch.
1 2 3 4 5 6	Suits, uniform (coat and pants): Dark-blue kersey, for boys 6 to 10 years.....No..	100	a 4.60	4.96 4.74 b 4.51 b 4.32 c 1.38 c 1.32	4.17 4.17	4.49	4.37	4.80
7 8 9 10 11 12 13 14 15 16	Cassimere, cadet gray, for boys 6 to 10 years.....No..	255	a 5.20 a 5.25	5.39 5.33 5.11 b 4.88 b 4.83 b 4.64 c 1.51 c 1.49 c 1.42	5.22	4.98	4.94	5.47 5.47
17 18 19 20 21	Cassimere, light steel color, for boys 6 to 10 years.....No..	1,265	a 4.52 a 4.57	4.62 b 4.25 b 4.25 c 1.29 c 1.29	4.32	3.95	4.36	4.36 4.36
22 23 24 25 26 27 28	Suits, boys' (coat and pants): Cassimere, dark steel color, for boys 6 to 10 years.....No..	1,920	a 4.36 a 4.38	4.38 b 3.94 b 3.94 c 1.19 c 1.19	4.03	3.75	4.36	4.36 4.36
29 30 31 32 33	Oxford Kentucky jeans, for boys 6 to 10 years.....No..	3,050						

a With knee pants, 60 cents less per suit.
b With knee pants.

c Knee pants only.
d Quilted.

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Number.	Delivered in—												Number.		
	New York.										St. Louis or Chicago.	New York or Chicago.		St. Louis or Chicago.	
	The Bay State Clothing Co.	William H. Wana-maker.	J. Lanckay & Co.	Louis W. Werle.	David Le Roy.	Peter Schultz.	Tom J. Landrum.	Moritz Loth.	Sigmund Eisner.	John L. Maher.					Emanuel Lowenstein.
1 2 3 4 5 6	4.15	4.78 4.73 c 1.35 c 1.30	4.50	4.77 4.75 4.66 b 4.17 b 4.15 b 3.90											1 2 3 4 5 6
7 8 9 10 11 12 13 14 15	4.75	5.12 5.12 c 1.35 c 1.30	5.05	4.97 b 4.25	4.49	b 5.18 b 4.46									7 8 9 10 11 12 13 14 15
16 17 18 19 20 21	4.00	4.10 4.00 c 1.15 c 1.25	4.25	4.68 4.65 b 4.08 b 4.05		b 4.27 b 3.82	d 4.20 d 4.325								16 17 18 19 20 21
22 23 24 25 26 27 28	3.50	3.90 3.80 c 1.125 c 1.15	4.27			b 4.05 b 3.55	d 4.22 d 4.345	4.25 b 3.80	4.31 4.33 4.37 b 4.01 b 4.05 b 4.07						22 23 24 25 26 27
29 30 31 32 33	1.83 1.96					b 1.96 b 1.85	1.98	1.65 1.75 2.05 b 1.50 b 1.60 b 1.90	2.12 2.05	2.15 2.07	2.07 b 1.90	1.53 1.98	e 1.91 f 1.86 g 1.54 h 1.50	1.92 b 1.63	28 29 30 31 32 33

e With long pants, lined.
f With long pants, unlined.

g With short pants, lined.
h With short pants, unlined.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—			
			Fred Bauer.	James K. Burnham.	Edward E. Eames.	Frank Wallach.
1	Shirts, Oxford melton: Boys', assorted sizes, 11 to 15 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.	1,800				
2			.465	.54	.625	
3			.525		a .53	
4			.5425		.575	
5					.615	
6					.535	
7					.595	
8	Mens', assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.	2,350				
9			.615	.725	.80	
10			.655		b .72	
11			.675		.725	
12					.755	
13	Shirts, fancy flannel: Boys', assorted sizes, 11 to 15 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.	5,800				
14			.36	.46	.35	
15					.42	
16					.46	
17					.465	
18					.525	
19					.50	
20	Mens', assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.	4,550				
21			.43	.54	.42	
22					.515	
23					.565	
24					.635	
					.645	
					.64	

a This shirt with yoke awarded at 61 cents.
b This shirt with yoke awarded at 76 cents.

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Number.	Joseph U. Hoexter.	Charles B. Rous.	Ellis A. Gimbel.	Robert M. Fair.	John I. McDonald.	John Wanamaker.	Badger Manufacturing Co.	Rosenwasser Bros.	Robert C. Ogden.	Delivered in—									
										New York.		Chicago or New York.	Chicago, Omaha, Kansas City.	New York.					
										1									
2											.67		.62	.60					
3											.705								
4											.615								
5											.65								
6																			
7													.82	.735					
8											.59	.73	.88						
9											.625		.93						
10											.575		.80						
11													.84						
12																			
13											.33	.44	.44	.48 1/2	.54	.439	.46		
14											.425		.47	.67 1/2					
15											.54								
16											.465								
17											.47								
18											.515								
19																			
20											.39	.505	.375	.54	c .74	.57 1/2	.715	.504	.565
21											.515		.57	d .79	.81 1/2				
22											.65								
23											.57								
24											.58								
											.635								

c 850 only.
d 400 only.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—					
			New York.	Chicago or New York.	All points.	New York.		
1	Vests, men's: Oxford satinet (cloth full 12½ ounces to the yard, all-wool filling), body lining, not quilted, no collar, six buttons, vegetable ivory, 34 to 46.....No.	7,565	.77	.61	.80	.725	.85	.77
2			.79	.59			.80	
3			.75	.57				
4								
5	Oxford Kentucky jeans, same as preceding in every particular, 34 to 46.....No.	475		.61			.76	.68
6				.59			.75	
7								
8								
9								
10								
11	10-ounce dark-brown duck, gray cotton jeans or cottonade lining, six patent buttons, riveted on, no collar, 34 to 46...No.	2,200						
12								
13								
14								
15								
16								

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Delivered in—			
			New York.		Chicago or New York.	
17	Vests, mens: Dark-blue beaver, to match coats, s. b., straight military collar, seven gilt eagle buttons, body lining, not quilted, assorted sizes, for police uniforms, officers'...No.	120				
18						
19	S. b. dark-blue kersey, straight military collar, seven gilt eagle buttons, body lining, not quilted, assorted sizes, for police uniforms, privates'.....No.	970	1.73	1.96	1.62	1.26
20			1.61	1.82	1.57	1.57
21						1.29
22						1.23
23						
24						

advertisement of March 30, 1899, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

Number.	Delivered in—												Number.			
	New York.		Chicago or New York.		New York.	New York.		St. Louis or Chicago.		New York.	All points.	New York.		Chicago.	Chicago, Omaha, Kans. C.	Chicago or N. Y.
1	.74	.80	.74	.87	.80	a. 79	.81	.81	.80	.82						1
2	.71	.77			a. 89	.78		.83	.82							2
3					a. 86			.83	.85							3
4								.82	.86							4
5			.64		a. 64	.69			.62	.72	.93					5
6			.67		a. 74				.64							6
7					a. 71				.68							7
8					.75				.68							8
9					.85											9
10					.83											10
11			.65						.57	.67	.575	.71	.60	.435	.62	11
12										.70	.585	.70		.48		12
13										.69		.68		.50		13
14										.71		.67		.52		14
15										.68				.54		15
16										.69				.56		16

Number.	Delivered in—										Number.
	All points.	New York.				Chicago or New York.	New York.				
17	1.65		1.84		1.875	2.15	1.63	2.23	2.25	17	
18					2.00	2.05		2.21	2.18	18	
19	1.45	1.56	1.49	1.50	1.60	1.67	1.50	1.65	1.61	19	
20	1.39					1.65		1.64	1.625	20	
21									1.60	21	
22									1.67	22	
23									1.64	23	
24									1.65	24	

aNot "all wool" and will not stand test; called "all wool" only.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

HATS AND CAPS.

Number.	CLASS No. 6. HATS AND CAPS.	Quantity awarded.	Delivered in—			
			New York.			
			Lynton S. McNeal.	Randall P. Barron.	John E. McLoughlin.	Robert C. Ogden.
1	Caps:					
2	Boys', dark colors, assorted sizes .....No..	4,240	.249	.27	.32	.28
3			.23	.28	.33	
4			.23	.29	.30	
5			.26	.30		
6	Men's, dark colors, assorted sizes .....do...	6,100	.245	.31		.30
7			.255	.30		
8			.30	.31		
9			.33	.33	.35	
10			.34	.34	.32	
11			.28	.335		
12			.29	.36		
			.27	.355		
13	Caps, military, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid to match uniform suits:					
14	Cadet gray .....No..	1,515		.35		.34
15						
16	Dark blue.....do...	1,520		.35		.34
17						
18	Light steel.....do...	2,950		.36		.34
19						
20						
21						
22						
23	Caps, cloth, dark color, assorted sizes, for small girls.....No..	1,955	.24	.25	a .21	.24
24			.225	.26	a .30	
25			.18	.275	a .30	
26			.19	.30	a .25	
27			.24	.31		
28			.22	.34		
29			.215			
30						
31	Hats, fur, dark colors, assorted sizes:			.425		
32	Boys' .....do...	8,000		.34		
33				.37		
34				.40		
35				.69		
36				.66		
37				.79		
38	Men's.....do...	10,100		.44		
39				.50		
40				.825		
41						
42						
43	Hats, men's, fur, black, police, assorted sizes .....No..	1,220		.95		
44				.98		
45				1.19		
46				1.24		
47				1.27		
48						
49						

a 552 only.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HATS AND CAPS—Continued.

Number.	Delivered in—										Number.
	New York.										
	Henry Stauf.	William F. Pippey.	Herman Heidelberg.	Thomas G. Hood.	Arthur B. Waring.	Ebenezer M. Saunders.	Charles E. Renshaw.	Joseph Miller.	Hall F. Baldwin.	Manhattan Supply Co.	
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
13	.50	.41	.45								13
14		.43	.50								14
15		.45									15
16	.51	.38	.45								16
17	.56	.40	.50								17
18	.54	.42									18
19	.50	.41	.45								19
20		.43	.50								20
21		.45									21
22											22
23											23
24											24
25											25
26											26
27											27
28											28
29											29
30											30
31				.583	.54	.40	.68				31
32				.74	.54	.40	.75				32
33				.75	.62	.40	.72				33
34				.573	.62	.40					34
35				.71							35
36				.75							36
37											37
38				.7205	.58	.58	1.00	.69	.815		38
39				.76	.58	.50	.80	.69	.815		39
40				.83	.58	.55	.70	.69	.815		40
41				.72	.48	.90	.69	.69	.815		41
42				.76	.55	.69	.69	.69	.815		42
43				.83	.49						43
44				.721	.74	.55	.98		.93	.83	44
45				.76	.865		.75			.85	45
46				.83	.98		.89			.88	46
47				.72						.92	47
48				.76							48
49				.83							49

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rate

NOTIONS—Continued.

Number.	CLASS No. 7. NOTIONS—continued.	Quantity awarded.	Delivered in—				
			New York.				
			William Ehlers.	Manhattan Supply Co.	Edward E. Eames.	Edward Barnes.	Ellis A. Gimbel.
1	Buttons, youths', agate.....gross..	2385	.075	.08	.0640	.07	
2			.09				
3							
4	Chalk, tailors', assorted colors.....doz..	39					
5	Combs:						
6	Coarse, boys', strong, dressing.....do...	770	.52	.50	.425	.385	
7			.83	.45	.475	.43	
8				.48	.565	.515	
9				.55	.635	.55 ³ / ₈	
10				.60			
11	Coarse and fine, girls', strong, dressing, dozen.....doz.....	*685	.75	1.00	.55	.43	
12			1.00	.55	.60	.515	
13			.67	.90	.68	.55 ³ / ₈	
14				.80	.68	.65	
15				1.125	.65		
16				.46			
17				.56			
18				.625			
19	Fine.....doz..	925	.32	.50	.275	.27	
20			.38	.53	.385	.33 ¹ / ₂	
21			.40	.75	.30 ¹ / ₂	.34	
22			.45	.85	.27		
23			.45	.29		.36 ¹ / ₂	
24			.46				
25	Cord, elastic.....yds..	8100	c. 05	.005		.68 ¹ / ₂	
26			c. 06	.005			
27			c. 07				
28							
29							
30							
31	Cotton maitre, for seines, 36-thread, soft-laid, pounds.....	750	.155	.20			
32			.16				
33	Gilling twine, 3-cord:						
34	No. 30.....pounds..	20		.80			
35	No. 35.....do.....	2300		.875			
36	No. 40.....do.....	6		.96			
37	Gloves, buck, No. 1, standard quality, or oil- tanned sheep or goat:						
38	Boys'.....pairs..	1920	.225				
39			.27				
40			.33				
41			.34				
42			.35				
43			.375				
44	Mens'.....do...	2960	.55				
45			.45				
46			.625				
47			.69				
48			.80				
49			.67				
			.95				

* Combs, coarse, dressing, for girls, awarded on next above at \$0.68 to Robt. M. Fair.
a Per gross.
c Per dozen yards.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

New York or Chicago.	Delivered in—											Number.	
	New York.												
	Robert M. Fair.	John Wanamaker.	William W. Foukrrod.	Nathaniel H. Whiteside.	William F. Keller.	Robert C. Ogden.	James W. Wallace.	Rowland A. Robbins.	John Early Company.	Randall P. Barron.	Charles B. Sellers.		Lewis A. Tate.	Edward C. Decker.
.085			.06 ¹ / ₂			.085							1
			.07 ¹ / ₂										2
			.07 ¹ / ₂										3
			.08 ⁵ / ₈										4
.03¹/₂						.07							5
.55	.41	.3863	.58	.38	.63								6
.57	.455	.4292	.87	.67									7
.63	.54	.515	.58	.75									8
.63	.605	.558	.50										9
*.68			1.15										10
1.05													11
.585	.455	.4292	1.10	.38	.50								12
.585	.54	.515	.75	.67									13
.65	.605	.558	.70	1.15									14
.67		.451	.70	1.20									15
.71			1.35										16
.80													17
													18
													19
.385	.275	.25 ³ / ₈	.26	.27	.425								20
.39	.345	.325	.36	.38	.325								21
.41	.345	.363	.44	.50									22
.41		.377	.56	.65									23
.50		.41	.62										24
.525													25
d. 77			.00 ³ / ₈		.01 ¹ / ₂								26
d. 77			.00 ³ / ₈										27
d. 52													28
d. 52													29
d. 1.36													30
d. 1.36													31
													32
.145													33
.98													34
1.11				.80	.79	.80	.75						35
1.25				.88	.86	.88	.86						36
				.96	.95	.96	.91						37
.42			.33	.40		.475	.37	.31 ¹ / ₂	.77				38
.48			.375	.60		.59	.46	.33 ¹ / ₂	.30				39
			.50				.47	.375	.50				40
			.50				.52	.625					41
			.55										42
e7.72			.46	.55		.55	.48	.625	.66	.625	.59		43
e8.77			.58	.69		.70	.625	.57	.65	.50			44
e6.00			.65	.59			.69	.59	.75	.65			45
e7.88			.71	.55			.77	.78	.84	.58			46
			.71	.88				.74	.60	.47			47
				.93				.58	.80	.48			48
													49

d Per 144 yards.

e Per dozen pairs.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS No. 7. NOTIONS—continued.	Quantity awarded.	Delivered in—					
			New York.					
			Barton F. Blake.	Manhattan Supply Co.	Edward E. Eames.	Edward Barnes.	Rowland A. Robbins.	Ellis A. Gimbel.
1	Hooks and eyes.....gross..	625	.045	.034 ¹ / ₂	.0332		.0327	
2			.05	.03 ¹ / ₂	.0334		.0364	
3			.125	.03 ¹ / ₂			.0325	
4			.14	.03 ¹ / ₂				
5				.03 ¹ / ₂				
6				.04 ¹ / ₂				
7	Hooks and eyes, pant.....gross..	110	.15	.10	.104 ¹ / ₂		.0346	
8				.14	.08 ¹ / ₂		.0386	
9				.15			.0344	
10	Indelible ink, Payson's or equal, dozen.....	250	1.79		1.79			
11			1.37					
12	Needles: Between Nos. 2 to 6, assorted, M.....	8	.60	.63		.60	.805	
13			.725	.73		.44	.575	
14			.90			.40		
15			1.10					
16	Assorted sizes, Sharp's, Nos. 4 to 8 and 5 to 10.....M..	536	α .60	.63		.60	1.124	
17			α .725	.73		.44	.64	
18			α .90			.60	.60	
19			α 1.10			.59	.59	
20						.89	.575	
21								
22	Sharp's, Nos. 1, 2, 5, and 6, assorted.....M..	15	.60	.63		.60	1.124	
23			.725	.73		.44	.64	
24			.90			.60	.60	
25			1.10			.59	.59	
26						.89	.575	
27							1.064	
28	Darning, medium sizes.gross..	130		.07			2.725	
29	Glovers.....M..	26	2.65	2.125		1.95	2.59	
30							1.914	
31								
32	Knitting, common, medium sizes.....gross..	20	.35	.27		.14	.29	
33				.32		.12		
34								
35								
36								
37	Sack.....doz..	38		.055			1.074	
38				.07				
39								
40								
41								
42								
43	Paper, toilet.....packs..	21,620	.024	.055		.034	2.70	
44			.034	.05		.04	3.60	
45			.034	.045		.054	3.60	
46			.055	.047		.06	3.625	
47				.054		.035	4.30	
48						.03	4.38	
49							4.635	
50							4.65	

α Also apply to needles between 2 and 6, and 1, 2, 5, and 6, assorted.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	New York or Chicago.	Delivered in—						Not stated.	Albany or New York.	New York.	Number.
		New York.									
		Robert M. Fair.	Nathaniel H. White- side.	James A. Morrison.	Robert C. Ogden.	Lynton S. McNeal.	John Early Co.				
1	.031	.033		.04						1	
2	.035	.04								2	
3	.063	.05								3	
4	.07	.05								4	
5		.05								5	
6		.05								6	
7	.075	.10		.10						7	
8	.12	.125								8	
9	.125									9	
10	1.25			2.14						10	
11										11	
12	.285		.64	.29						12	
13	.48									13	
14	.98									14	
15										15	
16	.285	.29	.64	.29						16	
17	.48	.74								17	
18	.98	.60								18	
19		.98								19	
20										20	
21										21	
22	.285		.64	.29						22	
23	.48									23	
24	.98									24	
25										25	
26										26	
27	.14	.075		.15						27	
28	2.50	2.48	1.80	2.86						28	
29										29	
30										30	
31										31	
32	.50	.21		.33						32	
33	.45									33	
34	.375									34	
35	.375									35	
36	.375									36	
37	.12			.17						37	
38	.10									38	
39	.09									39	
40	.075									40	
41	.064									41	
42	.05									42	
43	.023			.04	.034	.05	b .034	.064	.05	.023	43
44	.023				.05	.0485	b .033	.054		.044	44
45	.031				.051	.0510	b .035	.05		.054	45
46	.045				.0485	.0475	b .034	c .10			46
47					.049	.0465	b .054	c .08			47
48					.047	.0435	b .03	c .045			48
49					.048		b .04				49
50					.044		b .054				50

b Fixtures for rolls, 4 cents. c Rolls; lock fixtures will be loaned with roll paper free of charge.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS No. 7. NOTIONS—continued.	Quantity awarded.	Delivered in—			
			New York.			
			Manhattan Supply Co.	Edward E. Eames.	Edward Barnes.	Ellis A. Gimbel.
1	Pins:					
2	Brass, standard, Nos. 2, 3, and 4.....packs..	630	.30	.28	.29 $\frac{1}{2}$	-----
3			.33 $\frac{1}{4}$	.25	.275	
4			.27	.22	23 $\frac{1}{4}$	
5			.305			
6			.24			
7	Hat, girls.....doz..	750	.265	.02	.02	a. 18 $\frac{1}{2}$
8			.275	.02		a. 23
9				.04 $\frac{1}{4}$		
10				.04 $\frac{1}{4}$		
11	Hair, wire.....gross..	400	b. 075	.65	d. 045	.05 $\frac{1}{2}$
12			c3. 00			.05 $\frac{1}{2}$
13						.085
14						.095
15	Safety, assorted, 1, 1 $\frac{1}{2}$, and 2 inch.....do...	470	.15	.12 $\frac{1}{4}$	j. 13 $\frac{1}{4}$	.1458
16			.18	.14 $\frac{1}{4}$		.1749
17			.20	.15 $\frac{3}{4}$		.2042
18			.46			
19			.45			
20			.70			
21						
22						
23						
24						
25						
26						
27	Ribbon, assorted colors, $\frac{1}{2}$, 1, and 1 $\frac{1}{2}$ inch...yds..	26,700	o. 019	.01 $\frac{1}{4}$		-----
28			o. 02 $\frac{3}{4}$	.03		
29			p. 03	.05		
30			p. 04 $\frac{1}{2}$			
31			p. 03 $\frac{3}{4}$			
32			q. 047			
33			q. 07			
34			q. 06 $\frac{1}{4}$			
35	Scissors, buttonhole.....doz..	55	2. 50	1. 50		-----
36			7. 50	2. 00		
37	Silk, sewing:					
38	Scarlet, 50-yard spools.....do...	300	.225	.41	.22 $\frac{1}{4}$	*452. 10
39	Black, 50-yard spools.....do...	540	.30	.41	.22 $\frac{1}{4}$	*452. 10
40			.225			
41	Spool cotton, best of standard 6-cord, Nos. 20 to 30, white, black, and drab.....doz...	12,250	.30			.3215
42			.36			
43			.36			

*All sewing silk and machine twist (buttonhole), viz: 285 dozen, No. 50, scarlet; 525 dozen, No. 50, black; 615 ounces, No. 8, 2-ounce buttonhole, for the sum of \$452. 10.
 a Per gross. b Per pound. c Single gross, boxes. d Per bundle.

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	Delivered in—									Number.	
	New York or Chicago.	New York.							Any point.		New York.
		Robert M. Fair.	Nathaniel H. White-side.	Robert C. Ogden.	John Early Co.	John Wanamaker.	Jonathan Nathan.	George William King.				John R. Thomas.	James A. Morrison.
1	.21	.225	.36								1
2	.24	.25	.32								2
3	.27	.27	.28								3
4											4
5											5
6											6
7	.02 $\frac{1}{2}$	.02	.05								7
8	.035										8
9											9
10	e. 06	d. 075	i. 80								10
11	f. 075	d. 085									11
12	g. 115	d. 105									12
13	h. 10										13
14	k. 13	.163	.16 $\frac{1}{2}$								14
15	l. 15	.163	.19 $\frac{3}{4}$	.65							15
16	n. 165	.163	.227	.75							16
17	k. 16	.19		.85							17
18	l. 18	.19									18
19	l. 20	.19									19
20	n. 20										20
21	k. 23										21
22	n. 26										22
23	m. 21										23
24	k. 24										24
25	n. 27										25
26	.017	o. 0165	.02								26
27	.036	p. 025	.03								27
28	.048	q. 04 $\frac{1}{2}$	.05								28
29	.027										29
30											30
31											31
32											32
33											33
34	3.60	1. 375		5. 50							34
35											35
36											36
37	.66	.22	.275	.27							37
38	.33										38
39	.66	.22	.253	.27							39
40	.33										40
41	.41		.33				.3347	.3047	.325	.365	41
42	.41		.41							.3048	42
43	.41										43

e Per bundle, 10 ounces. f Per bundle of 290 pins. g Per bundle of 490 pins. h Per bundle of 16 ounces.
 i Gross papers. j Average price. k No. 2. l No. 2 $\frac{1}{2}$.
 m No. 1. n No. 3. o $\frac{1}{2}$ inch. p 1 inch. q 1 $\frac{1}{2}$ inch.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS No. 7. NOTIONS—continued.	Quantity awarded.	Delivered in—			
			New York.			
			Barton F. Blake.	Lynton S. McNeal.	Manhattan Supply Co.	Edward E. Eames.
1	Suspenders:					
2	Boys'.....pairs..	8,150	.046	.09	.055	.065
3			.058	.055	.075	
4			.08	.063	.077	
5					.083	
6					.09	
7					.10	
8	Men's.....do...	14,180	.104	.06	.09	.09
9			.111	.125	.094	.125
10			.113	.10	.103	.155
11				.093	.119	
12				.09	.1395	
13				.123	.13	
14				.12	.15	
15				.085		
16						
17						
18	Tape measures, medium.....doz..	55			.30	.18
19						.24
20						
21	Tape:					
22	White, cotton, $\frac{3}{8}$ to $\frac{1}{2}$ inch widths.....doz. pieces..	2,335	.065		.07	.13
23			.076		.09	.15
24			.095		.10	.17
25					.12	
26						
27						
28	Elastic, $\frac{1}{2}$ -inch, assorted colors.....yds..	17,400	.017		.013	.013
29			.024		.02	.013
30					.03	
31					.028	
32					.04	
33						
34	Elastic, $\frac{1}{4}$ -inch, assorted colors.....do...	2,820	.02		.02	.02
35					.035	
36						
37	Thimbles:					
38	Closed, steel or aluminum.....doz..	575			.09	.07
39					.125	
40						
41						
42						
43	Open, steel or aluminum.....do...	80			.09	.055
44					.125	
45						
46	Thread, linen, standard make, Nos. 30, 35, and 40, $\frac{1}{2}$ dark blue, $\frac{1}{2}$ whitey brown, standard Nos.lbs..	450				.795
47						.855
48						.895

advertisement of March 30, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	Edward Barnes.	Rowland A. Robbins.	Illinois Suspender Co.	Ellis A. Gimbel.	Robert M. Fair.	John Wanamaker.	Nathaniel H. Whiteside.	Robert C. Ogden.	James W. Wallace.	John Early Co.	Jonathan Nathan.	George William King.	John R. Thomas.	Delivered in—					
														New York.					Any point desired.
														New York,	Not stated.	New York.	New York or Chicago.	New York.	
1																			
2	.043	.05	.04	.063	.047	.063	.067	.063											
3	.053	.06	.05	.063	.05	.063	.065												
4	.05	.07	.08		.053		.06												
5	.063	.08	.10		.063		.073												
6	.063	.085			.063														
7	.063	.09			.065														
8	.083	.095																	
9	.083	.10	.05	.093	.10	.09	.103	.083											
10	.093	.11	.06	.093	.097	.09	.083												
11	.113	.105	.08	.0955	.073	.093	.09												
12	.113	.12	.10		.085	.093	.123												
13	.125	.10	.12		.103	.099	.099												
14	.143	.11	.14		.103	.103	.103												
15		.103	.16		.083														
16			.10		.093														
17			.13		.115														
18			.15		.117														
19	.21				.11														
20					.20		.20	.46											
21					.21		.225												
22					.22		.24												
23					.23														
24	.065			.1134	.055		.073	.12											
25	.075			.1296	.083		.083	.133											
26	.0943			.1458	.073		.093	.155											
27				.1620	.083		.103												
28					.095														
29	.0158			.0180	.0174		.013	.023											
30	.018				.0208		.013												
31	.017				.0265		.013												
32					.0278														
33					.0313														
34					.0347														
35	.0167			.0172	.02		a.023												
36				.0172	.0216														
37				.0182	.0241														
38	.05			.043	.043		.05	.053											
39	.043			.0531	.043														
40	.12			.1931	.043														
41					.143														
42					.125														
43	.05			.043	.093		.05	.125											
44	.12				.093														
45					.093														
46		b.65		.735			b.95	.70	.80										
47		c.75		.783			c.1.06	.81	.85										
48		d.84		.84			d.1.17	.88	.93										

a Black and white.

b No. 30.

c No. 35.

d No. 40.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS NO. 7. NOTIONS—continued.	Quantity awarded.	Delivered in—			
			Barton F. Blake.	Lynton S. McNeal.	Manhattan Supply Co.	Edward E. Eames.
			New York.			
1	Twist, buttonhole silk, No. 8, 2-oz. spoolsoz..	630		.42	.52	
2				.475		
3	Twine, sacklbs..	650	.15	.15		
4			.18	.16		
5				.165		
6						
7						
8	<i>Additional for training schools.</i>					
9	Spool, cotton, standard 6-cord, Nos. 30 to 50, white and black, 500-yard spoolsdoz..	155				
10						
11						
12						
13						
14						
15	Buckles, pantsgross..	10				
16						

advertisement of March 30, 1898, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	Delivered in—										Any point desired.	Number.			
	Edward Barnes.	Rowland A. Robbins.	Illinois Suspender Co.	Ellis A. Gimbel.	Robert M. Fair.	John Wanamaker.	Nathaniel H. Whiteside.	Robert C. Ogden.	James W. Wallace.	John Early Co.			Jonathan Nathan.	George William King.	John R. Thomas.
	New York.	Not stated.	New York.	New York or Chicago.	New York.										
1				(*)			.50		.45					1	
2							.20							2	
3							.117							3	
4							.12							4	
5							.14							5	
6							.165							6	
7							.243							7	
8							.165							8	
9							.34		.95		a. 7914	.7914	e. 75	9	
10							.495				b. 7497	.7497	f. 71	10	
11											c. 7081	.7081	g. 69	11	
12											d. 6873	.6873	h. 795	12	
13													i. 75	13	
14													j. 71	14	
15							.085	.125	.17					15	
16							.175							16	

* All sewing silk and machine twist (buttonhole) viz: 285 dozen No. 50 scarlet, 525 dozen No. 50 black, 615 ounces No. 8 2-ounce buttonhole, for the sum of \$452.10.
 a No. 30 black. f No. 36 white.
 b Nos. 30 white, 36 black. g Nos. 40 and 50 white.
 c Nos. 36 white, 40 black, 50 black. h No. 30 black.
 d Nos. 40 white, 50 white. i No. 36 black.
 e No. 30 white. j Nos. 40 and 50 black.



SUPPLIES

FOR THE

PACIFIC COAST AGENCIES,

AWARDED IN SAN FRANCISCO, CAL., UNDER
ADVERTISEMENT OF MAY 15, 1899.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under

[NOTE.—Figures in large type denote rates

SUBSISTENCE SUPPLIES.

Number.	SUBSISTENCE SUPPLIES.	Quantity awarded.				Delivered in—									
		San Francisco.	Not stated.	Not stated.	San Francisco.										
					San Francisco.	Not stated.	Not stated.	San Francisco.	Not stated.	Not stated.	San Francisco.	Not stated.			
1	Bacon, short, clear sides, medium thickness, to weigh not less than 35 pounds nor more than 50 pounds each, thoroughly cured, well smoked, and well dried out before being packed; sound, sweet, and merchantable, and put up in crates. No boar or stag meat will be received.....lbs.	60,500	.0792	.0840	.083										
2	Barley, pearl, about No. 3, delivered in strong, merchantable single sacks of about 100 pounds net each.....lbs.	340			.035										
3	Beans (about one-half pink, balance white) good merchantable quality, sound and clean, put up in double bags, the inner bag to be of good substantial burlap, the outer one a gunny.....lbs.	85,450			a.0180	1.84	c.0195	2.25							
4					b.0220	2.49		2.40							
5						2.34									
6	Coffee, milled, sound and clean, good quality, delivered in strong double sacks—no charge for sacks—subject to customary trade tare. No sample below No. 6 need be submitted.....lbs.	77,300				.07725		.7825							
7															
8															
9															
10															
11															
12	Corn meal, must be of good quality, steam-dried, and either yellow or white, as required, and delivered in strong merchantable single sacks. Samples of not less than 10 pounds must be submitted.....lbs.	27,000				.0190									
13															
14	Cracked wheat, in strong merchantable single sacks of about 100 pounds net each.....lbs.	10,500			.025										
15	Hard bread, best quality used by the Army, put up in strong boxes of 50 pounds each..lbs.	24,100			.0328										
16															
17															
18															
19	Hominy, good merchantable quality, sound, clean, put up in double bags, the inner bag of good substantial burlap, the outer one a gunny.....lbs.	12,900			.023										
20															

a White, awarded 42,725 pounds. b Pink. c 50,000 pounds, only white beans.

advertisement of May 15, 1899, for furnishing supplies, etc., for the Indian Service.

at which contracts have been awarded.]

SUBSISTENCE SUPPLIES.

Number.	SUBSISTENCE SUPPLIES.	Quantity awarded.				Delivered in—									
		San Francisco.	Not stated.	Not stated.	San Francisco.										
					San Francisco.	Not stated.	Not stated.	San Francisco.	Not stated.	Not stated.	San Francisco.	Not stated.			
1															
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															
17															
18															
19															
20															

e 42,725 pounds, white. f A awarded 42,725 pounds, pink. g White. h Yellow.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

SUBSISTENCE SUPPLIES—CONTINUED.

Number.	SUBSISTENCE SUPPLIES.	Quantity awarded.	Delivered in—										
			San Francisco.	Not stated.	Not stated.	San Francisco.							
			Herman Heinschon.	Leon Blum.	James McCullough.	Wilson D. Dennett.	Albert L. Ehrman.	John F. English.	Gustav Wormser.	Simon Erlanger.			
21	Lard, "prime steam," in tin cans of 10 pounds net each, packed in strong boxes, not to exceed 100 pounds in any one box, pounds.....	20,100	.0758	7.74		7.39							
22						7.19							
23	Mess pork, well preserved, sound and sweet, in good barrels, with sound heads and well hooped, barrels.....	18	14.20	14.00		12.73							
24	Rolled oats, good quality, in pasteboard boxes of 2 pounds each, packed in cases of from 50 to 60 pounds..... lbs..	33,700					.045						
25	Rice, good quality, delivered in double bags, the inner bag to be of good substantial burlap, the outer one of gunny... lbs..	25,000					.0425			.053			
27							.0445			.045			
28										.045			
29	Salt, coarse, delivered in good double gunnies..... lbs..	13,000											
30	Salt, fine, fit for table use, put up in small bags, delivered in good double gunnies..... lbs..	75,000											
31	Sugar, to be medium in quality, granulated, in double bags of about 150 pounds capacity, the inner bag to be of good heavy muslin, the outer one a new gunny..... lbs..	240,000					.05½			d.0509			
32	Tea, Oolong, superior to fine trade classification..... lbs..	4,200					.33						
33							.30						
34													
35													

d 120,000 pounds.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SUBSISTENCE SUPPLIES—CONTINUED.

Number.	SUBSISTENCE SUPPLIES.	Quantity awarded.	Delivered in—																
			San Francisco.	Not stated.	Not stated.	San Francisco.													
			Herman Levi.	Thos. E. Chadbourne.	Edward Pond.	Frank Coates.	Isadore Leivre.	Isaac L. Houser.	Arthur J. Foster.	Edward A. Cudahy.	Leon Greenbaum.	Ernest R. Folger.	William Haas.	Pennell Suydam Co.	Gerhard Muller.	George F. Volkman.	Max J. Brandenstein.	Webster Jones.	
21																			
22																			
23																			
24																			
25																			
26																			
27																			
28																			
29																			
30																			
31																			
32																			
33																			
34																			
35																			

i 1,500 pounds.

j Per 10-pound tin.

k 4,500 pounds only.

l 120,000 pounds.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

GROCERIES.

Number.	CLASS No. 8. GROCERIES.	Quantity awarded.	Delivered in—							
			San Francisco.							
			San Francisco.	Not stated.						
1	Allspice, ground, in $\frac{1}{2}$ and 1 pound tins	75	.16	.19	.225	.25	.18	.20	.185	
2			.14	.16	.26	.225				
3				.17						
4				.14						
5	Apples, dried, crop of 1899	28,000							.0609	.0723
6										
7										
8										
9										
10										
11	Baking powder, standard quality, in $\frac{1}{2}$ and $\frac{1}{4}$ pound tins, packed in strong boxes of not more than 100 pounds each.....	11,000	.255	a. 31	2215	.29	.18	a. 26	b. 2045	b. 26
12			.215	a. 20	29	.275		a. 19	b. 16	b. 19
13				a. 16		.20		b. 23	b. 32	a. 29
14				b. 29				b. 17	a. 2345	a. 22
15				b. 19				a. 19		
16				b. 15						
17	Bath brick	55							.44	
18	Beeswax	40								
19	Boxes bluing	215	.95					.51	.54	
20	Candles, adamantine, 6's	600							.0882	.08 $\frac{1}{2}$
21	Cassia, ground, in $\frac{1}{2}$ and 1 pound tins	100	.20	b. 29	.20	.60	.19	.20	.205	
22			.18	b. 25	.32	.325				
23				b. 21						
24				c. 27						
25				c. 23						
26				c. 19						
27	Cloves, ground, in $\frac{1}{2}$ and 1 pound tins	80	.16	b. 19	.18	.325	.17	.15	.145	
28			.15	b. 16	.30	.225				
29				c. 17						
30				c. 14						
31	Cocoa, in $\frac{1}{2}$ and 1 pound tins.....	1,175	.59					c. 405	.39	
32			.415					c. 385		
33			.40					b. 42		
34			.39					b. 395		
35			.29					d. 23 $\frac{1}{2}$		

a $\frac{1}{2}$ pound.

b $\frac{1}{2}$ pound.

c 1 pound.

d $\frac{1}{2}$ -pound tins only.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES.

Number.	Delivered in—									
	San Francisco.					San Francisco.				
	San Francisco.		Not stated.			San Francisco.		Not stated.		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
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22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Delivered in—						
			San Francisco.		Not stated	San Francisco.			
1	Cornstarch, 1-pound packages, pounds	1,900	.035	.0334	.0349		.04		
2	Cream tartar, in ½ and 1 pound tins.....lbs..	150	.20		a. 32			.18	
3			.19		a. 23			.325	
4					b. 30				
5					b. 21				
6	Ginger, ground, in ½ and 1 pound tins.....lbs..	290	.14		a. 20			.135	
7			.12		a. 16			.21	
8					b. 18				
9					b. 14				
10	Hops, fresh, pressed.....do..	660	.095				.775	.435	
11	Lye, concentrated.....doz..	670				.76			
12									
13	Matches, full count, 100 in box, gross.....	300							
14									
15									
16	Mustard, ground, in ½ and 1 pound tins.....lbs..	145	b. 11		a. 18			.135	
17			a. 13		a. 13			.19	
18					b. 16				
19					b. 11				
20	Peaches, dried, crop of 1899.do..	33,200				.0723	.07		
21									
22									
23									
24	Pepper, black, ground, in ½ and 1 pound tins.....lbs..	750	.15		a. 18			.17	
25			.125		a. 13			.26	
26					b. 16				
27					b. 11				
28	Prunes, dried, crop of 1899.do..	40,000				3.98	.05		
29						.0348			
30									
31	Sirup:								
32	In barrels of not exceeding 43 gallons.....	850				.26			
33						.24			
34	In 5-gallon IC tin cans, cased, gallons.....	9,650				.31			
35						.29			
36	Soap:								
37	Laundry, samples of not less than 5 pounds of each quality submitted must be furnished. To be delivered in boxes of about 80 pounds net.....lbs..	90,000				.289	.035		
38						.269			
39	Toilet, "Ivory" or equal.do..	12,500				.067			
40						.067			
41	Soda, standard quality: In pound tin cans; packed in strong boxes of not more than 100 pounds each..lbs..	740	.0545			.065		.075	
42	In ½-pound tin cans; packed same as 1-pound cans..lbs..	15	.0745			.073		.10	
43	Soda, washing.....do..	12,350	.002						
44	Starch, laundry, in boxes not exceeding 40 pounds each..lbs..	4,300	.035	.0428	.0473		.035		
45	Tomatoes, 3-pound cans.....doz..	900			.97	1.15	1.00		
46	Vinegar:								
47	In barrels.....gals..	600							
48	In kegs.....do..	435							

a ¼ pound. b 1 pound. c 5 gross tins, 100 in bunch. d September delivery. e Sizes 50-60.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

Number.	Delivered in—																Number.
	San Francisco.																
1																	1
2	.35	.22	a. 32	.20	.22												2
3	.15		b. 30														3
4																	4
5																	5
6	.275	.175		.14	.135	.31											6
7	.225																7
8																	8
9			.10	.075	.064												9
10			.85	.435	.44		.69										10
11																	11
12																	12
13								c. 226		1.15	.89						13
14										1.00							14
15										.225							15
16	.30	.18		.15	.14	.31											16
17	.225																17
18																	18
19																	19
20							d. 08	.0737			.083	.081					20
21											.07	.071					21
22											.06						22
23											.06						23
24	.225	.16		.175	.153	.22											24
25	.30																25
26																	26
27																	27
28							d. 043	.0389			e. 054	.045					28
29											f. 045	.035					29
30											g. 04						30
31											h. 035						31
32											i. 033						32
33								.245	.2415								33
34												.16					34
35												.22					35
36								.285	.2912			.225					36
37												.27					37
38																	38
39								.0260	.0283						.0365	k 2.49	39
40								.0255	.02445						.03425		40
41								.065	.05715						.0545		41
42									.0416								42
43																	43
44																	44
45																	45
46																	46
47																	47
48															.16	.16	48
49															.20	.08	49
50															.16	.24	50

f Sizes 60-70. g Sizes 70-80. h Sizes 80-90. i Sizes 90-100. j Per 100 pounds. k Per 100 pounds.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS.

Number.	GLASS NO. 9. CROCKERY AND LAMPS.	Quantity awarded.	George	Charles F.	Henry M.
			Bauer.	Tay.	Holbrook.
Delivered in San Francisco, Cal.					
1	Bowl:				
2	Pint, white enamel ware.....doz..	126		1.40	b1.70
3				2.20	
4	Quart, heavy ironstone.....do..	20			
5	Quart, white enamel ware.....do..	88		2.90	b2.28
6	Burners, lamp, heavy:				
7	No. 1.....do..	14			
8	No. 2.....do..	55			
9	Chambers, with covers, ironstone, or white enamel ware.....doz..	11		9.50	10.20
10				11.70	
11	Crocks, with covers:				
12	1-gallon.....do..	8			
13	2-gallon.....do..	9			
14	3-gallon.....do..	11			
15	Cruets, vinegar.....do..	13			
16	Cups, coffee:				
17	Heavy ironstone.....do..	44			
18	White enamel ware.....do..	228		1.60	1.90
19	Cups, tea:				
20	Heavy ironstone.....do..	8			
21	White enamel ware.....do..	177		1.45	1.75
22					
23					
24	Dishes, meat:				
25	14-inch, heavy ironstone.....do..	29 ⁶		5.85	4.20
26	14-inch, white enamel ware.....do..	9		7.30	5.15
27	16-inch, white enamel ware.....do..	9			
28	Dishes, vegetable:				
29	Heavy, ironstone, without covers.....do..	16			
30	White enamel ware, with covers.....do..	87		13.20	11.25
31				16.10	
32				19.00	
33	Globes:				
34	Lantern, tubular, safety.....do..	7			.65
35	For tubular street lamps.....do..	9	4.50		
36	Lamp shades:				
37	Metal, for Mammoth Rochester lamp.....do..	2			4.00
38	Paper, with wire rims.....do..	6			
39	Porcelain, for students' lamps.....do..	43			
40	Lamps:				
41	Heavy, glass or metal fount, heavy, metal bracket, with burner, chimney, and reflector, complete.....doz..	26			
42	Heavy, glass or metal fount, table, not over 12 inches high, metal base, with burner and chim- ney, complete.....doz..	4			
43	Student, 1-burner, with burner, shade, and chimney, complete.....No..	76			
44	Safety, hand, metal, with burner and chimney, complete.....doz..	2			
45	Rochester (Mammoth), hanging, with burner and chimney, complete.....No..	115			2.50
46	Street, tubular, globe, with burners, complete, number.....doz..	65	a3.25		
47	Lamp chimneys:				
48	Sun-burner, No. 1, extra heavy.....doz..	66			
49	Sun-burner, No. 2, extra heavy.....do..	222			
50	For students' lamps.....do..	86			

a The tin bottom and air tubes passing through the oil pot generally rust away, therefore the oil pot of this sample has a heavy brass bottom and brass air tubes.
b No sample.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.
at which contracts have been awarded.]

CROCKERY AND LAMPS.

Number.	Maurice	Harry Unna.	Andrew	Louis E.	F. B. Dallam	Wakefield	Alonzo A.	Number.
	Block.		Carrigan.	Lake.	& Co.	Baker.	Watkins.	
Delivered in San Francisco, Cal.								
1		2.10					1.60	1
2		c 1.25						2
3	.98							3
4		2.80					d 1.92	4
5		d 1.59						5
6	.47	.495	.60	.49	.44			6
7	.69	.745	.80	.64	.62			7
8	5.88						8.00	8
9								9
10	2.40							10
11	4.80							11
12	7.20							12
13	.83							13
14	.49							14
15	.65							15
16		e 1.575					1.73	16
17		e 1.21						17
18		1.39						18
19	.41							19
20		1.40					1.38	20
21		f 1.23						21
22		g 1.43						22
23		f 1.39						23
24	4.13							24
25		5.60					5.50	25
26		3.19						26
27		7.00					6.95	27
28		4.10						28
29	1.48							29
30	2.23							30
31		8.40					10.75	31
32		11.20						32
33		14.00						33
34	.60			.63		.60		34
35	4.10					4.00		35
36	2.20		2.50					36
37	.45	.44						37
38		.71						38
39	1.38							39
40	5.00							40
41	4.50		5.50					41
42			13.50					42
43	2.80							43
44	3.50							44
45	2.30		2.75					45
46	2.45							46
47	3.65					3.75		47
48	.375	.38	.60	.33	.64			48
49	.56	.55		1.29				49
50	.70	.65						50
51	.575	.54	.65	.54	.84			51
52	.74	.74		1.49				52
53	.95	.83		.83				53
54	.375							54

c Awarded to Harry Unna, 80 dozen only, at \$1.25; and to Alonzo A. Watkins, 46 dozen, at \$1.92.
d Awarded to Alonzo A. Watkins, 53 dozen, at \$1.92; and to Harry Unna, 35 dozen only, at \$1.59.
e To Harry Unna, 83 dozen, at \$1.575; 100 dozen, at \$1.21.
f 65 dozen only, \$1.23; 112 dozen, \$1.39.
g 45 dozen only, at \$1.43, for coffee cups.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS—Continued.

Number.	CLASS No. 9. CROCKERY AND LAMPS—continued.	Quantity awarded.	Delivered in San Francisco, Cal.			
			William H. Wiester.	Charles F. Tay.	Henry M. Holbrook.	Maurice Block.
1	Lamp chimneys, for Rochester lamps (Mammoth), dozen	94			3.00	1.53
2						1.77
3	Lamp wicks:					
3	No. 0, boiled.....doz..	13	a .25			.02
4	No. 1, boiled.....do..	55	a .35			.025
5	No. 2, boiled.....do..	167	a .45			.03 ³
6	For students' lamps, boiled.....do..	56				.12
7	For tubular street lamps, boiled.....do..	45	.60			.06
8	For Rochester lamps (Mammoth).....do..	49	.60		1.00	.59
9	Lanterns, tubular, safety.....do..	10	4.20		5.00	4.50
10						
11	Pepper sprinklers, glass.....do..	62				.35
12	Pitchers:					
12	Pint, heavy ironstone.....do..	28 ¹ / ₂			6.75	b 5.00
13	Pint, white enamel ware.....do..	28				1.50
14	Quart, heavy ironstone.....do..	35 ¹ / ₂			7.85	b 5.95
15	Quart, white enamel ware.....do..	35				1.50
16						
17	Sirup, glass, pint, metal top.....do..	78				1.50
18	Water, 2-quart, white enamel ware.....do..	47			8.80	b 6.80
19						
20	Water, 3-quart, heavy ironstone.....do..	6				2.90
21						4.40
22	Water, 3-quart, white enamel ware.....do..	21			9.70	b 7.00
23						
24	Washbowl, heavy ironstone.....do..	3				4.20
25						4.70
26	Washbowl, white enamel ware.....do..	17			10.25	b 6.10
27						
28						
29						
30						
31	Plates, breakfast:					
31	Heavy ironstone, 8 ¹ / ₂ to 9 inches.....do..	3				.80
32	White enamel ware.....do..	190			2.35	1.60
33						
34						
35	Plates, dinner:					
35	Heavy ironstone, 9 ¹ / ₂ to 10 inches.....do..	25			2.75	1.90
36	White enamel ware.....do..	152				.93
37						
38						
39	Plates, sauce, white enamel ware.....do..	211			1.45	b 1.25
40					1.25	
41						
42	Plates, soup:					
42	Heavy ironstone, 9 ¹ / ₂ to 9 ¹ / ₂ inches.....do..	26			3.10	b 1.80
43	White enamel ware.....do..	89				3.25
44						
45						
46						
47	Reflectors, for bracket lamps, 7-inch.....do..	2				1.60
48	Salt sprinklers, glass.....do..	72				.35
49	Saucers, coffee:					
49	Heavy ironstone.....do..	15				.49
50						.62
51	White enamel ware.....do..	167			1.45	1.70
52						
53						
54						

a Per gross.

b No sample.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

Number.	Delivered in San Francisco, Cal.							Number.
	Harry Unna.	Louis Feldmann, jr.	Andrew Carrigan.	Louis E. Lake.	F. B. Dalham & Co.	Wakefield Baker.	Alonzo A. Watkins.	
1			2.25	1.49	1.90			1
2	1.46			1.79				2
3	1.73							3
4					.015	.02		4
5	.015	.02			.02	.03		5
6	.02	.02 ¹ / ₄			.02 ¹ / ₄	.04		6
7	.03	.03 ¹ / ₄						7
8								8
9	.045							9
10	.55		.25	.59	.59	.68		10
11	4.75		5.00	4.39	3.99	3.75		11
12	4.30			3.99		4.15		12
13	.80							13
14							5.50	14
15	c 6.40							15
16	7.45						6.40	16
17	c 4.55							17
18	8.40						8.25	18
19	d 5.10							19
20								20
21								21
22	9.17						9.00	22
23	e 6.25							23
24								24
25								25
26	9.67						9.50	26
27	4.10							27
28	6.15							28
29	f 7.52							29
30	g 7.79							30
31								31
32	2.24						2.25	32
33	1.05							33
34	1.53							34
35								35
36	2.59						2.50	36
37	1.16							37
38	1.37							38
39	1.53						b 1.37	39
40	1.20							40
41	1.00							41
42								42
43	2.24						2.90	43
44	1.21							44
45	1.37							45
46	1.57							46
47								47
48	.80							48
49								49
50								50
51	1.38						1.50	51
52	.78							52
53	.91							53
54	1.00							54

c Sample submitted as quart awarded for pint at \$4.55.
d Awarded for quart sample at \$5.10.
e Awarded for 2-quart sample at \$6.25.
f Awarded for washbowl pitcher sample No. 4 at \$7.52.
g Awarded for 3-quart pitcher sample No. 5 at \$7.79.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

FURNITURE AND WOODEN WARE—Continued.

[NOTE.—Figures in large type denote rates

Number.	CLASS NO. 10. FURNITURE AND WOODEN WARE—continued.	Quantity awarded.	Delivered in San Francisco, Cal.							
			William H. Wiester.	George H. Fuller.	Henry M. Holbrook.	F. B. Dallam & Co.	Henry W. Frank.			
1	Brushes:									
2	Shoe, polishing	62				5.40				
3						2.19				
4						1.70				
5						1.35				
6										
7	Stove, 5-row, 10-inch	25		1.50	1.50					
8					1.10					
9	Buckets, well, oak, extra strong	1			6.29					
10										
11	Bureaus, 3 drawers, burlaped and crated, not over two in each crate	40						2.94		
12	Chairs:									
13	Reed-seat, close-woven	26						b.70		
14								b.80		
15	Wood, bow-back, 4 spindles to back	62						b.65		
16								b.49		
17	Wood, office, bow-back and arms, revolving	7						b.56		
18	Cnurns, barrel, revolving, to churn 5 gallons, number	7			4.99			b.3.24		
19										
20	Clocks, 8-day, pendulum or spring lever... No.	57	3.15							
21			3.40							
22			2.00							
23	Clotheslines:									
24	Galvanized wire, in lengths of 100 feet, per 100 feet.....	11,300	.29	a.2.50	.21					
25	Rope.....	43			.16					
26					.10					
27	Clothespins.....	214		.13	.09					
28	Desks, office, medium size and quality, burlaped and crated	8		9.95						
29	Desks, school, with seats, double, No. 6, for scholars 5 to 8 years old	6		3.92						
30	Desks, school, with seats, single:									
31	No. 1, for scholars 18 to 21 years old	75		3.27						
32	No. 2, for scholars 15 to 18 years old	122		3.19						
33	No. 3, for scholars 13 to 15 years old	159		3.11						
34	No. 4, for scholars 11 to 13 years old	90		3.04						
35	No. 5, for scholars 8 to 11 years old	46		2.99						
36	No. 6, for scholars 5 to 8 years old	6		2.94						
37	Desks, school, back seats, for single:									
38	No. 1	12		2.77						
39	No. 2	36		2.69						
40	No. 3	12		2.62						
41	No. 4	8		2.59						
42	No. 5	5		2.54						
43	Desks, teachers', medium size and quality, burlaped and crated	e5		e9.85						
44	Handles:									
45	Hammer, 16-inch	40								
46	Hatchet	30								
47	Sledge, "extra," 36-inch	14								
48	Machines, sewing:									
49	Family, with cover and accessories	29	15.60				f.15.75		g.16.70	18.00
50	Tailors', with attachments	2	16.80							16.00
51			24.00							24.00

a Per dozen lines, 100 feet each.

b Each.

c 14 dozen.

d All.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

FURNITURE AND WOODEN WARE—Continued.

at which contracts have been awarded.]

Number.	Delivered in San Francisco, Cal.											Number.	
	Harry Unna.	John W. Fricke.	Henry C. Bennett.	Louis Feldmann, jr.	Andrew Carrigan.	Louis E. Lake.	Adolph Mack.	Wakefield Baker.	Lawrence E. Van Winkle.	Simpson Brush and Broom Co.	Charles E. Miller.		W. J. Wiley.
1	2.10			1.38		1.65	7.25	.99	8.75				1
2	1.95			1.49		1.09	14.00	1.45	11.25				2
3	1.35			1.13		1.35							3
4	3.40												4
5	4.20												5
6	1.20												6
7	.90			1.36		1.34	1.85	1.85	4.50	3.00			7
8	1.90			1.48				1.24		1.40			8
9	4.90			4.73		7.45		5.07					9
10	6.15												10
11													11
12	7.70	e.6.70											12
13		d.7.48											13
14		b.65											14
15		d.7.97											15
16		6.24											16
17													17
18		39.00											18
19				2.65				2.70					19
20								2.90					20
21		2.73				2.75							21
22						1.90							22
23	.16							.18					23
24								.15					24
25	.08			.06				.115					25
26													26
27	.099			.095				.10					27
28													28
29				3.80									29
30		3.32	5.1 ²										30
31		3.28	5.1 ²										31
32		3.24	4.54										32
33		3.20	4.54										33
34		3.08	4.37										34
35		2.92	4.37										35
36		2.82											36
37		2.68											37
38		2.64											38
39		2.60											39
40		2.58											40
41		8.75											41
42		11.00											42
43				.42				.37		.35			43
44				.35				.31	b.04	.32			44
45				1.25				1.10		1.10			45
46													46
47													47
48								24.25					48

e Office desk at \$9.95 taken instead.

f 29 only.

g Domestic.

h New home.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS No. 10. FURNITURE AND WOODEN WARE—continued.	Quantity awarded.	Delivered in San Francisco, Cal.			
			Charles E. Miller.	Ivory F. Littlefield.	W. H. Wiester.	Henry M. Holbrook.
1	Mattresses, excelsior, cotton top, packed in burlaps, crated, not over 4 in one crate: Double, 6 by 4 feet, not less than 45 pounds each..... No.	200				
2	Single, 6 by 3 feet, not less than 35 pounds each..... No.	606				
4	Measures, wood, ironbound, or all iron, cased:					
5	1 peck.....doz.	4				
6	1/2 bushel.....do.	2				
7	Mirrors, not less than 15 by 18 inches.....do.	23		.35		
8	Mopsticks.....do.	78	.80			
11	Pails, wood, painted, three iron hoops, heavy, stable pattern.....doz.	1				
13	Pillows, 20 by 30 inches, 3 pounds each, curled hair, or mixed filling, packed in burlaps, and crated, not over 20 in one crate..... No.	500				
16	Rolling-pins, 2 1/4 by 13 inches, exclusive of handles, dozen.....doz.	6			.65	
17	Rope, manila:					
18	3/4 inch.....lbs.	780	.125			
19	1/2 inch.....do.	1,480	.12			
20	3/8 inch.....do.	640	.12			
21	1/4 inch.....do.	630	.12			
22	1/8 inch.....do.	1,300	.12			
23	1/4 inch.....do.	800	.12			
23	Sash cord.....do.	350	.18 1/2			
25	Stools, wood.....doz.	40				
27	Washboards, double zinc, in bundles of one dozen, with 2 cleats 2 by 3/8 inch each side of bundle.....doz.	23	2.75		2.15	3.25
31	Washstands, wood, papered and crated, not over 4 in one crate..... No.	40				
32	Washing machines.....do.	95				
34	Washtubs, three hoops, in nests of the three largest sizes.....doz.	9				
37	Wringers, clothes: No. 1, large.....No.	42	2.35		5.00	
39	No. 2, "Family".....do.	20	1.18	1.45	1.30	

a Each.

b Per nest.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Delivered in San Francisco, Cal.							Number.
	F. B. Dallam & Co.	Henry W. Frank.	Harry Unna.	John W. Fricke.	Louis Feldmann, Jr.	Louis E. Lake.	Wakefield Baker.		Alonzo A. Watkins.
1		3.25	2.42					1
2		2.90	2.07					2
3		2.75	2.15					3
4		2.50	1.62					4
5	24.00							5
6	27.00							6
7								7
8	1.25					.85	.84	8
9	.94					1.08	.92	9
10	.89							10
11	6.00		6.65		6.25			11
12	5.50		6.15					12
13		.74	.66					13
14		.50	.40					14
15			.81					15
16	.81		.90		.74		.57	16
17					.1195		.12 1/2	17
18					.1145		.12	18
19					.1145		.12	19
20					.1145		.12	20
21					.1145		.12	21
22					.1145		.12	22
23			.22			.21	.12	23
24			.22				.17	24
25		a .37		4.98				25
26		a .19						26
27	2.64		2.30		1.84	2.23	2.55	27
28	1.94		2.25			1.98		28
29	1.89		2.40					29
30			3.45					30
31		1.75						31
32	3.25		2.99			2.49	2.73	32
33	2.74		3.70				2.99	33
34	10.16		b 2.50		3.45	b 1.95		34
35	8.40		b 1.85		2.45	b 2.65		35
36	6.96							36
37	4.99		2.25		1.39	3.23	2.25	37
38	2.98						10.75	38
39	1.24		1.25		1.10	1.45	1.18	39
40	1.11						1.40	40

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.	Quantity awarded.	Delivered in—								
			Augustus Kempkey.	Albert Frank.	Jacob G. Liebold.	Thos. R. Hayes.	F. B. Dallam & Co.	Edward H. Horton.			
			San Francisco.	Not stated.	San Francisco, Cal.						
1	Awl hafts, patent:										
2	Pegging .....doz	16		.75		1.10					
3	Sewing .....do	16	1.50	1.25		1.45					
				.65							
4	Awls:			a. .08		.15					
5	Patent, pegging, assorted .do	72		a. .175		a. .20					
6	Patent, sewing, assorted .do	70	.18			4.95					
7	Round, with handle .....do	40	3.00	.45							
8	Saddlers', assorted .....do	30	.18	a. .175		.20					
9	Bits, loose ring, snaffle, X. C., 2½-inch:										
10	Jointed .....doz	28	.64		.60	.55				.56	
11	Stiff .....do	2	.64		.60	.55				.65	
12										.65	
13	Blacking, shoe.....boxes	2,530		.02		.036					
14				.025		.024					
15				.035							
16				.045							
17	Blankets, horse.....No.	38	1.79		1.45	.74				.55	
18			1.09		1.85	.95				.70	
19			1.58		1.55					1.15	
20			1.49		1.00						
21			1.65		.95						
22					1.00						
23	Boottrees .....do	* 1									
24	Bridles, riding, loose or stiff bit, dozen	4	6.66		8.50	10.80				8.75	
25					10.75						
26					14.90						
27					14.65						
28	Bristles .....oz	45		1.25		.90					
29				1.00							
30				.75							
31	Brooms, stable .....doz	16					3.29				
32							2.74				
33								2.95			
34	Brushes, horse, leather backs .do	10	9.90		3.35	6.00	2.39	3.99	3.40	2.75	3.50
35			5.49		11.50	3.60		2.89			
36					7.00			2.90			
37					11.50			3.75	2.17	4.00	4.08
38					8.50			3.00			14.00
39	Buckles, breast strap, snaps and buckles, malleable iron, X. C., 1½-inch .....gross	2	9.72		10.50	8.60					
40					10.50						8.90
41											
42											
43											
44	Buckles, bar rein, malleable iron, X. C., ½-inch .....gross	3	.73		.70	.74					.55
45					.70						
46	¾-inch .....do	3	.77		.95	.92					.72
47					.95						
48	¾-inch .....do	4	.89		1.15	1.09					.95
49					1.15						
50	1-inch .....do	4	1.02		1.44	1.36					1.10
51					1.44						

* No bid.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.

Number.	Delivered in—										Number.
	Harry Unna.	Louis Feldmann, jr.	Andrew Carrigan.	Louis E. Lake.	Wakefield Baker.	Simpson Brush and Broom Co.	William Davis.	Adolph Mack.	Lawrence E. Van Winkle.		
	San Francisco, Cal.	Not stated.	San Francisco, Cal.								
1											1
2					.50		.40				2
3					.50				1.25		3
4					a. .04		.035				4
5					a. .06		.035		.20		5
6							.30		1.90		6
7											7
8					a. .06		a. .045		.20		8
9											9
10									.54		10
11									.54		11
12											12
13		.02½					.03½				13
14							.04				14
15											15
16											16
17									.75		17
18									1.24		18
19											19
20											20
21											21
22											22
23											23
24										8.00	24
25											25
26											26
27									.20		27
28											28
29											29
30											30
31		2.95	2.87		3.99		3.40	2.75	3.50		31
32		1.95			2.89						32
33		2.90									33
34		4.00	1.98		3.90		2.17	4.00	4.08	14.00	34
35		6.00			2.75		2.90				35
36					3.75		3.00				36
37											37
38											38
39											39
40											40
41											41
42											42
43											43
44											44
45											45
46											46
47											47
48											48
49											49
50											50
51											51

a No samples.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—cont'd.	Quantity awarded.	Augustus Kempkey.	Jacob G. Leibold.	Thomas R. Hayes.
			Delivered in—		
			San Francisco.		
	Buckles, harness, sensible, malleable iron, X. C.:				
1	3/4-inch gross..	4	.64	.62	.60
2	7/8-inch do..	1	.89	.76	.81
3	1-inch do..	5	1.10	1.08	1.13
4	1 1/4-inch do..	4	1.64	2.00	1.79
5	1 1/2-inch do..	2	2.19	2.65	2.30
6	Buckles, roller, girth, malleable iron, X. C., 1 1/4-inch do..	7	1.39	a 3.25	1.50
	Buckles, roller, harness, malleable iron, X. C.:				
7	3/4-inch do..	10	.49	.55	.53
8	7/8-inch do..	9	.59	.65	.63
9	1-inch do..	18	.69	.80	.76
10	1 1/4-inch do..	10	.79	.90	.85
11	1 1/2-inch do..	11	1.19	1.30	1.18
12	2-inch do..	3	1.69	2.00	1.92
13	2-inch do..	5	1.99	2.25	2.15
	Buckles, trace, 3-loop, Champion, X. C.:				
14	1 1/4-inch pairs..	45	.06	.05	.06
15	1 1/2-inch do..	82	.07	.06	.06 1/2
16	1 3/4-inch do..	190	.08	.07	.09 1/2
17	2-inch do..	559	.10	.09	.09 1/2
	Burnishers:				
18	Heel, corrugated doz..	†2			
19	Heel, plain do..	†2			
20	Shank do..	†2			
21	Cement, shoe, 2-ounce do..	33			
22	Chains, halter, with snap, 4 1/2 feet, No. 0 do..	3	1.64		
23	Channel cutters do..	*7			14.00
24	Channel openers do..	†1			
25	Cinchas do..	5	3.00	2.00	3.15
26				2.50	
27				2.60	
28				2.90	
29				4.60	
30				6.90	
31	Clamps, sewing, knee No..	†9			
32	Clips, trace, polished, 4 1/2-inch, malleable iron doz..	7	.20	.22	.175
	Cockeyes, screwed, japanned:				
33	1 1/4-inch do..	7	.24	.22	.24
34	1 1/2-inch do..	11	.25	.25	.26
35	1 3/4-inch do..	8	.34	.30	.30
36	2-inch do..	7	.44	.375	.39
	Collars, horse, by half inches:				
37	17 to 19 inches do..	30	13.45	18.50	19.85
38			17.95	22.00	14.75
39			20.95	21.00	
40			25.00	24.75	
41				9.00	
42				25.50	
43	19 1/2 to 21 inches do..	12	13.45	18.50	20.85
44			17.95	22.00	15.75
45			20.95	21.00	
46			25.00	24.75	
47				9.00	
48				25.50	

* No award.

† No bid.

a No sample.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	Edward H. Horton.	William Davis.	Albert Frank.	Oscar J. Kron.	Andrew Carrigan.	Wakefield Baker.	Delivered in—				
							San Francisco.				
							San Francisco.	Not stated.	San Francisco.	Not stated.	San Francisco.
1	.65	.64									
2	.90	.84									
3	1.15	1.10									
4	1.85	1.65									
5	2.35	2.45									
6	1.50										
7	.50	.49									
8	.62	.59									
9	.70	.69									
10	.80	.89									
11	1.17	1.19									
12	1.85	1.72									
13	2.15	2.08									
14	.06 1/2	.055									
15	.06 3/4	.065									
16	.075	.075									
17	.105	.095									
18											
19											
20											
21			.95		.90			2.30		1.83	
22											
23											
24	3.50	3.25									
25	4.00	4.45									
26	4.00										
27	4.50										
28											
29											
30											
31	.16	.20									
32											
33	.20	.24									
34	.25	.25									
35	.29	.33									
36	.38	.38									
37	12.50	14.95									
38	13.50	11.95									
39	15.00										
40	18.00										
41											
42											
43	12.50	14.95									
44	13.50										
45	15.00	11.95									
46	18.00										
47											
48											

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Delivered in—		
			San Francisco.		Not stated.
			Augustus Kempley.	Albert Frank.	
1	Collars, by half inch:				
2	Horse, 21½ to 24 inches.....doz.	3	a 24. 09	a 28. 75	a 20. 64
3			b 25. 14	b 30. 00	b 21. 54
4			c 26. 18	c 31. 25	c 22. 44
5			d 27. 24	d 32. 50	d 23. 34
6			e 29. 33	e 35. 00	e 25. 13
7	Mule, 15 to 16½ inches.....do.	10	f 31. 42	f 37. 50	f 26. 92
8			13. 45		
9			17. 95		
10			20. 95		
11					
12	Collices, sizes 4 to 12.....do.	* 1½			
13	Crimping boards:				
14	Men's.....pairs.	6			
15	Boys'.....do.	* 6			
16	Crimping screws.....No.	* 20			
17	Currycombs, tinned iron, 8 bars.....doz.	10	1. 15		
18			1. 50		
19					
20	Cutters, peg, regular.....do.	g 2			
21	Dressing, shoe.....do.	45			. 75
22					
23	Eyelets, black, B, long.....M.	72			. 175
24	Eyelet hooks, black.....do.	45			. 65
25	Eyelet sets:				
26	Hand.....doz.	2			
27	Foot power.....No.	* 3			
28	Eyelet hook sets, foot power.....do.	* 3			
29	Halters.....doz.	11	8. 40		
30			7. 99		
31	Hair, gray goat.....lbs.	50			
32	Hames, Concord, size 18x20 inches, wood, high top, clip and breast ring.....pairs.	168	. 54		
33			. 32		
34	Harness, double, complete, Concord hames:				
35	With breeching.....sets.	147	22. 09		
36			22. 44		
37			22. 79		
38	Without breeching.....do.	70	17. 29		
39			17. 64		
40			17. 99		
41					
42	Harness, plow, double, with backband and collars, Concord hames.....sets.	186	11. 99		
43					
44					
45					
46					
47					

* No bids.
† No sample.

a 21¼ inches.
b 22 inches.

c 22½ inches.
d 23 inches.

e 23¼ inches.
f 24 inches.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	Delivered in—											Number.
	San Francisco.											
	Jacob G. Leibold.	Oscar J. Kron.	Thomas R. Hayes.	F. B. Dallam & Co.	Edward H. Horton.	Louis Feldmann, jr.	Adolph Mack.	Wakefield Baker.	William Davis.	Harry Unna.		
1	21. 25		22. 85		15. 50						15. 95	1
2	25. 30		17. 50		16. 50						12. 95	2
3	24. 15				18. 00							3
4	28. 46				21. 00							4
5	9. 90											5
6	29. 33											6
7	18. 50		19. 85		12. 50							7
8	22. 00		14. 75		13. 50						14. 45	8
9	21. 00				15. 00							9
10	24. 75				18. 00							10
11	9. 00											11
12	25. 50											12
13												13
14		. 60										14
15												15
16	1. 20		1. 40	1. 58			1. 15				. 95	16
17	1. 20			1. 29				. 78			1. 03	17
18				. 95				1. 46				18
19	g 4. 00			. 74								19
20		. 65					1. 00				. 74	20
21											. 80	21
22		. 08										22
23		. 65										23
24		5. 00										24
25												25
26												26
27	8. 12		8. 90		7. 25						† 8. 25	27
28	9. 50				8. 65							28
29	10. 75											29
30	. 08											30
31												31
32			. 45		. 60						† 1. 55	32
33												33
34	27. 25		28. 46		22. 25	22. 75	24. 50				19. 94	34
35	30. 91				22. 75	23. 25	25. 00					35
36					23. 25	23. 75	25. 50					36
37	24. 25		22. 75		16. 50	17. 75	18. 00				14. 94	37
38	21. 60				17. 00	16. 75	18. 50					38
39	27. 91				17. 50	17. 25	19. 25					39
40	24. 26				16. 75	17. 75	19. 75					40
41					17. 25	17. 50	20. 25					41
42	17. 00		11. 56		11. 00	11. 75	13. 00				9. 49	42
43	17. 40		10. 57		11. 50	12. 25	13. 50					43
44	19. 50				12. 25	13. 00	14. 00					44
45	14. 25				11. 60	12. 35						45
46	14. 75				12. 00	12. 80						46
47	16. 25				12. 75	13. 50						47

g No award; sample not satisfactory (not a peg cutter).

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Delivered in—		
			San Francisco.	Not stated.	
				Augustus Kempkey.	Anton Metten.	Albert Frank.
1	Hooks, hames	9	.30		
2			.74		
3	Ink, burnishing (quarts)	34	2.50	2.00	
4					
5	Jacks, low-arm, for lasting and pegging	* 6			
6	Knives:				
7	Cutting	3	1.49		
8	Gauge	1	10.49		
9	Head, large size	1	5.59		
10	Round, large size	3	16.90		
11	Shoe, square point, No. 3	11	1.49	.85	
12	Skiving, regular	5		1.50	
13	Splitting, 10-inch	3	8.12		
14	Straight, shoemaker's	5	1.49		
15	Laces, shoe:				
16	Leather, 36-inch	68		2.00	
17	Tubular, 36-inch, black, extra heavy	198		1.50	
18				.85	
19				.65	
20	Lamp, kit	* 9			
21	Last hooks	2			
22	Last, shank, crab	* 6			
23	Lasts:				
24	Boys', assorted, 1 to 5	17		a. 60	
25	Men's, assorted, 6 to 10	21		a. 65	
26	Misses', assorted, 13 to 2	15		a. 50	
27	Women's, assorted, 3 to 8	16		a. 55	
28	Lap, iron, 3 sizes	18		a. 50	
29				a. 45	
30				a. 40	
31	Leather:				
32	Dongola, kid	40		.74	
33	Calfskin	1,170		.55	
34	Harness (15 to 22 pounds per side)	5,400	.31½	.32	
35				.28	
36				.26½	
37	Kip (about 5-pound sides)	950		.51	
38	Lace, per pound	94	.65	.38	
39				.45	
40	Sole, hemlock	900		.24	
41	Sole, oak	4,800		.2590	
42				.2390	
43				.2190	
44	Liming, shoe	1950		a. 065	
45	Loop sticks, ½ to 1½ inch	2	4.68		
46			.80		
47	Needles, harness, assorted, 4, 5, and 8	75	.04	a. 07	
48	Nails, saddle	20	.25		
49	Nails, iron:				
50	—14	175		a. 045	
51	Swede, —16	160		a. 05	
	Swede, —16	160		a. 05	
	Swede, —14	170		a. 045	

* No bid.

† No sample; no award.

a No sample.

b Wood bottom.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	Delivered in—										Number.	
	San Francisco.					Not stated.	San Francisco.					
	John S. Brown.	Jacob G. Leibold.	Oscar J. Kron.	Thos. R. Hayes.	Edward H. Horton.		Andrew Carrigan.	Alexander J. Cook.	Wakefield Baker.	William Davis.		Fred R. Cook Co.	Henry E. Bothin.
1		.45		.38	.30				.39			1
2		.30										2
3			2.00		1.70							3
4					1.75							4
5												5
6									2.40			6
7		15.00	1.00	12.00	11.50				11.40			7
8		24.00										8
9		6.00		14.40	6.40				7.50			9
10		23.00	1.00	24.00	10.90				18.00			10
11		1.00	.90	1.30	2.12	a. 90		.61	2.40			11
12			1.50									12
13				d 7.75	6.00							13
14			.90		2.12			.68				14
15												15
16												16
17												17
18												18
19												19
20			1.25									20
21												21
22												22
23					b. 40							23
24					c. 80							24
25												25
26												26
27												27
28												28
29												29
30												30
31			.525	.57	.55			.55				31
32		27½	2795	.31	.31½			.31½				32
33		2490	2895	.28								33
34			2995									34
35			428	.44	.375			.375				35
36		.39	3715	.40	.18			.18	.49			36
37												37
38					.2295			.2295				38
39			2498	.245	.257			.257				39
40												40
41												41
42					.80			.80				42
43												43
44												44
45			.05	e. 09	.04			.02				45
46			.60		.40			.37				46
47					.90							47
48								.05			.03½	48
49								.12			.40	49
50								.12			.50	50
51			.045		.12			.12			.04	51

c Iron bottom.

d 8-inch, 10-inch knives poor quality, etc.

e Per paper, 25 in paper.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Delivered in—		
			Augustus Kempke.	Albert Frank.	Jacob G. Liebold.
1	Ornaments, nickel, 1-inch..... gross..	2	1.00		.70
2	Pad hooks, band, X. C..... do..	2	7.80		6.60
3			12.00		6.60
4	Pad screws, X. C..... do..	1	1.75		1.20
5					1.40
6	Paste, Austrian..... lbs..	*25		*.225	
7	Pegs, shoe:				
8	3-14..... gals..	2		*.25	
9	4-12..... do..	4		*.25	
10	5-12..... do..	4		*.25	
11	6-11..... do..	4		*.25	
12	6-10..... do..	2		*.25	
13	Pincers, lasting, steel, No. 4..... doz..	13			
14	Planes, edge, sizes 4 to 12..... No..	†13			
15	Punches:				
16	Buckle..... doz..	3	8.00		
17	Hand, oval, Nos. 1 to 14..... do..	3	4.50		
18	Spring harness, 6, 7, and 8 tube..... do..	2	8.00	9.00	
19	Punching lead..... lbs..	†10			
20	Rasps:				
21	Peg (or peg break)..... doz..	1		*7.00	
22	Shoe, 8-inch regular..... do..	3		*2.25	
23	Shoe, 10-inch regular..... do..	3		*3.20	
24	Rivets, hame, Norway, malleable, 7/8-inch..... lbs..	34			.09
25	Rings, halter..... gross..	3	1.35		1.00
26					1.12
27					1.90
28	Rings, harness, malleable iron, X. C.:				
29	3/4-inch..... do..	3	.49		.40
30	1/2-inch..... do..	4	.51		.47
31	1-inch..... do..	5	.59		.60
32	1 1/2-inch..... do..	3	.98		.80
33	1 3/4-inch..... do..	8	1.19		1.20
34	1 1/2-inch..... do..	11	1.55		1.35
35	1 3/4-inch..... do..	2	2.15		1.90
36	Rosettes, nickel plate, 1 1/2-inch..... doz..	2	3.96	2.35	
37	Rules, 3-foot, straight, box wood..... doz..	2	13.50	7.50	
38	Saddles..... No..	15	11.50	7.50	
39				9.50	
40				10.00	
41				10.50	
42				16.50	
43	Sheepskins, for shoe linings, medium weight, pink and russet..... doz..	20		3.25	
44	Slides, breast-strap, japanned:				
45	1 1/2-inch..... do..	20	.30		.35
46	1 3/4-inch..... do..	10	.34		.45
47	2-inch..... do..	2	.60		.60
48	Snaps, harness, malleable iron, X. C.:				
49	3/4-inch..... gross..	8	1.85	3.50	
50				2.05	
51	1-inch..... do..	10	1.95	3.50	
52				2.15	
53	1 1/2-inch..... do..	3	3.35	4.95	
54				3.65	

* No sample.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	Oscar J. Kron.	Thomas R. Hayes.	Edward H. Horton.	Wakefield Baker.	William Davis.	Ivory F. Littlefield.	Delivered in—	
							San Francisco.	
1			.90		1.00			1
2		15.00	6.30		6.00			2
3								3
4		1.74	1.25		1.45			4
5								5
6								6
7	.20							7
8	.20							8
9	.20							9
10	.20							10
11	.20							11
12								12
13								13
14								14
15			4.00	.75				15
16		15.00		2.15				16
17								17
18	.45			2.75				18
19	1.95			2.75				19
20	2.40			3.75				20
21			.20					21
22		.16	1.20	1.12	1.40			22
23		1.35						23
24								24
25		.45	.45		.40			25
26		.55	.50		.50			26
27		.65	.60		.75			27
28		1.24	.85		1.10			28
29		1.62	1.50		1.25			29
30		1.90	1.65		1.65			30
31		2.70	1.50		1.35			31
32		5.04	3.75	*1.44	*4.80	4.75		32
33		12.25	12.00		8.95			33
34		10.80	13.00		11.95			34
35		8.74						35
36								36
37								37
38								38
39		4.25						39
40			.32	.30	.24			40
41			.42	.32	.27			41
42			.65	.60	.75			42
43		1.95	1.80	1.58	1.90			43
44								44
45		2.20	1.90	1.79	2.00			45
46								46
47		3.49	3.15	2.64	3.25			47
48								48

† No bid.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	CLASS NO. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued	Quantity awarded.	Delivered in—		Augustus Kempkey.	Albert Frank.
			San Francisco.	Not stated.		
			1	Squares, hip strap, 7/8-inchdoz.			4	.15
2	Staples, hame, with burs .....do.	15	.20			
3	Stands, counter, regular, 4 lasts.....No.	c 2				
4	Sticks:					
5	Long .....doz.	c 12				
6	Shoulder.....do.	c 2				
7	Size.....do.	c 12				
8	Stirrups, wood, 5-inch.....doz. prs.	2	1.25			
9			2.00			
10			4.00			
11	Stitching horses.....No.	12	2.61	(*)		
12	Stones, sand.....do.	14		f. 35		
13				g. 15		
14	Stretchers:					
15	Instep.....do.	14		.60		
16	Toe.....do.	13		d 1.00		
17				e. 75		
18	Surcingles.....doz.	3	4.85			
19			2.40			
20			1.27			
21	Swivels, bridle, X. C., loop 3/4-inch.....gross.	2	1.96			
22			1.25			
23	Tacks, shoe, 1, 2, and 3 ounce.....oz.	1,000		h. 12		
24				i. 10		
25				j. 085		
26	Terrets, band, X. C.:					
27	1 1/4-inch.....doz.	2	.60			
28	1 1/2-inch.....do.	2	.65			
29	Thread:					
30	Shoe, Barbour's, No. 3.....lbs.	75	1.00	1.00		
31	Linen, spools, black, machine, Nos. 40 and 50.....doz.	35	2.25	1.80		
32				2.10		
33	Ticklers:					
34	Creasing.....do.	2	5.25			
35	Edge.....do.	1	4.50			
36	Tools, claw.....do.	1	3.38			
37	Trace carriers, X. C.....do.	3	.30			
38						
39						
40	Trees, self-adjusting, X. C.....do.	1/3	3.50			
41	Wax:					
42	Saddler's.....lbs.	75	.079			
43	Shoemaker's, small ball, per 100 balls.....balls.	1,700	.489	b. 50		
44	Wheels:					
45	Box, with slide.....doz.	c 12				
46	Fudge.....do.	c 12				
47	Overstitch, Nos. 6, 7, 8, 10, 12, and 14.....do.	3	a 3.38			
48	Winkers, 3/4-inch, sensible, 2 seams, patent leather.....do.	9	b 3.50			
49	<i>Additional for training schools.</i>					
50	Hames, 18 and 20 inches, wood, short clip, with hooks, for plow.....pairs.	70	.32			
51	NOTE.—See also "Class 17—Hardware."					

Number.	Delivered in—							Number.
	San Francisco, Cal.							
	Jacob G. Liebold.	Oscar J. Kron,	Henry E. Bothin.	Thomas R. Hayes.	Edward H. Horton.	Wakefield Baker.	William Davis.	
1	.06				.075		1	
2	.12						2	
3	.17			.21	.16	.20	3	
4					.16		4	
5							5	
6							6	
7							7	
8							8	
9	1.75				1.12	1.90	9	
10					4.12		10	
11							11	
12	2.75			3.45	2.37	2.95	12	
13							13	
14							14	
15							15	
16							16	
17							17	
18	1.20			1.60	1.50	1.35	18	
19	1.40						19	
20	2.00						20	
21	1.15			1.80	1.37	1.15	21	
22							22	
23	h. 01 1/4	.10	.12		.015		23	
24	i. 01						24	
25	j. 00 1/2						25	
26	.44			.43	.40		26	
27	.49			.49	.45		27	
28	1.15	1.00		1.03	1.00	1.04	28	
29		2.75		3.75	2.70		29	
30							30	
31				5.75	2.00	6.00	31	
32				6.25	3.00	8.00	32	
33	2.45			4.75	2.20	1.40	33	
34	4.50						34	
35	.29			.70	.30	.65	35	
36	.30						36	
37	.30						37	
38	.29						38	
39	3.70				4.00	3.15	39	
40							40	
41	.67	.50		.09	.075	.50	41	
42				.53	.60	.49	42	
43							43	
44	9.00			9.50	a 3.10	a 3.25	44	
45	1.50			2.00	1.25	1.25	45	
46							46	
47	.35			.45	.33	.30	47	

* No samples with any of these bids. f No award. No samples. a No handles. b No samples.

c No bids. d Iron. e Wood. f Large. g Small. h 1 ounce. i 2 ounces. j 3 ounces.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS.	Quantity awarded.	Charles E. Miller.	Ivory F. Littlefield.	Saul Morgan.	William S. Miller.
			Delivered in San Francisco, Cal.			
1	Augers, post-hole, 9-inch..... No..	9	.75			
2	Axle grease (2 dozen boxes in case)..... doz..	450	.90	.60	.69	.87
3				.52		.67
4						.59
5	Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen..... doz..	76				
6	Cradles, grain, 4 finger, with scythes, packed in cases, dozen..... doz..	6				
7	Cultivators, 1-horse, iron frame, 5-inch blade, with wheel..... No..	12				
8	Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles..... No..	30	.85			
9			.575			
10	Drills, grain, 2-horse..... do..	5				
11	Feed cutter..... do..	1				
12	Forks, hay, c. s., 5½-foot handles, packed in cases: 3 oval tines..... doz..	11	6.30			
13	4 oval tines..... do..	34	7.25			
14	Forks, manure, c. s., long handles, packed in cases: 4 oval tines..... doz..	7	6.20			
15	5 oval tines, strapped ferrule..... do..	11	9.85			
16	Handles, ax, 36-inch, hickory, "extra," turned (samples of one dozen required), packed in cases..... doz..	370	1.65			
17	Handles (samples of one dozen required), packed in cases:					
18	Hay fork, 5½ feet..... doz..	15	2.90			
19	Pick, 36-inch, No. 1..... do..	38	1.30			
20	Handles, plow, ¾ by 2½ inches by 5 feet:					
21	Left-hand, straight..... do..	20				
22	Right-hand, double bend, for mold board..... do..	22				
23	Handles:					
24	Shovel, long..... do..	8	2.15			
25	Spade, D..... do..	1	3.20			
26	Harrow, 60 teeth, ¾ by 8 inches, steel, with drawbar and clevises..... No..	60				
27	Hoes:					
28	Garden, solid shank, c. s., 6-inch..... doz..	30	4.25			
29	Grub, c. s., oval eye, No. 2..... do..	10	5.65			
30	Knives:					
31	Corn..... do..	3	2.40			
32	Hay..... do..	4	6.25			
33	Lawn mowers, hand, 14-inch..... No..	22	1.90			
34	Machines, mowing, singletrees, doubletrees, and neck yoke, complete, with two dozen extra sections, number.....	27				
35	Machines, harvester and self-binder, 6-foot cut, complete.....	5				

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS.

Number.	Thomas R. Hayes.	C. Osgood Hooker.	F. B. Dallman & Co.	Harry Unna.	Andrew Carrigan.	Richard H. Nason.	John D. Sibley.	Wakefield Baker.	Lawrence E. Van Winkel.	Augustus Kempke.	Henry E. Bothin.
	Delivered in San Francisco, Cal.										
1					.65			.70			
2	.975				.88	.44		.70		1.335	
3					.55	.725				.85	
4											
5			2.90					2.40			
6								25.00			
7		3.50					2.75	3.00			
8					.95			.92			
9											
10		60.00					54.00	50.00			
11								6.00			
12					6.50			6.60			
13					7.35			7.00			
14					5.85			6.10			
15					9.60			9.85			
16			1.26		1.90			1.60	.13½		
17								1.25			
18					3.15			3.05			
19			1.99		1.50			1.34			
20								.97			
21								2.55			
22								2.55			
23					2.00			2.10			
24					3.00			3.24			
25		d 10.50						h 11.95			
26		e 11.50									
27								4.40			
28					5.50			5.70			
29					2.25			2.45			
30					6.50			6.40			
31				2.48	6.00			1.99			
32		36.00						f 33.85		a 36.80	
33										b 37.80	
34										c 39.80	
35		115.00						g 109.00			

a 4 feet. b 4½ feet. c 5 feet. d 15 only, 60 teeth. e 12 only, 70 teeth.
 f 5-foot cut, Knowlton. g Champion, 6-foot cut. h 33 awarded.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS NO. 12. AGRICULTURAL IMPLEMENTS— continued.	Quantity awarded.	Delivered in San Francisco.						Number.
			Charles E. Miller.	C. Osgood Hooker.	Andrew Carrigan.	John D. Sibley.	Wakefield Baker.	Charles F. Tay.	
1	Machine, thrashing, 10-horse power, outfit consisting of 28-inch cylinder separator or less, geared for horse power, complete with trucks, folding straw carrier at least 16 feet long, all small belts, wheat and oat riddles, feed tables, tongue, double trees, and neck yoke, 3 dozen extra cylinder teeth, monkey wrench, screw-driver, belt punch, belt awl, oil can, tooth set and socket wrench, maul, and extra small pinion for gearing. One 10-horse mounted power, complete, with sweeps, tumbling rods, staking chains, etc., necessary to connect to and run above separator. Two extra sweeps, number	2						780.00	1
2	Mattocks, ax, c. s. doz.	77	6.95		7.23			6.90	2
3	Oxbow keys, 2-inch do.	4			.70			6.65	3
4	Oxbows, 2-inch do.	2	8.68		12.00			5.50	4
5	Picks, earth, steel-pointed, assorted, 5 to 6 pounds doz.	14	6.90		7.05			6.00	5
6								6.80	6
7	Plows, c. s., with extra share:								7
8	8-inch, 1-horse No.	196		5.60		4.60		4.99	8
9				3.30				4.75	9
10	10-inch, 2-horse do.	73		7.34		5.80		6.33	10
11				4.90				5.50	11
12	12-inch, 2-horse do.	52		8.56		6.65		7.59	12
13				6.83				7.00	13
14	14-inch, 2-horse do.	42		10.04		7.55		9.30	14
				6.58				8.40	
	Plows, "breaker," with rolling coulter, gauge wheel, and extra share:								
15	12-inch No.	11				12.50		10.65	15
16	14-inch do.	6				13.50		10.85	16
17	Plows, shovel, double do.	11				2.25		2.50	17
	Plow beams:								
18	For 8-inch plow, 5 feet long, number	50						1.09	18
19	For 10-inch plow, 5½ feet long, number	35						1.12	19
20	For 12-inch plow, 6 feet long, number	42						1.22	20
21	For 14-inch plow, 6½ feet long, number	50						1.47	21
22	For 12-inch "breaker" plow, 6½ feet long No.	2						1.74	22
23	For 14-inch "breaker" plow, 7 feet long No.	30						1.99	23
	Pumps, iron, hand, fitted for 1¼-inch pipe, with cylinder attached:								
24	Lift No.	† 6							24
25	Lift and force do.	24						a3.50	25
26								b4.00	26
27								c3.75	27
28								c3.75	28

† No bid.

a Offers 12 only, 2 awarded at \$3.50.

b Offers 8 only.

c Offers 7 only.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS— continued.	Quantity awarded.	Charles E. Miller.	C. Osgood Hooker.	Andrew Carrigan.	John D. Sibley.	Wakefield Baker.	Charles F. Tay.	Number.
			Delivered in San Francisco.						
29	Rakes: Hay, sulky, not less than 20 teeth.....No.	21	.....	e19.00	.....	f15.00	g 17.00	.....	29
30	Hay, wood, 12 teeth, 2 bows, dozen	16	2.25	.....	2.00	.....	2.15	.....	30
31	Malleable iron, handled, 12 teeth.....dozen	60	2.50	.....	2.65	.....	2.60	.....	31
32	Scoops, grain, medium quality, No. 4, in bundles, extra tied, dozen	$\frac{1}{2}$	12.00	.....	10.00	.....	10.40	.....	32
33	Scythes, packed in cases: Brush.....doz	8	5.75	.....	5.50	.....	5.70	.....	33
34	Grass, assorted, 36 to 40 inches.....doz	30	5.25	.....	5.00	.....	5.20	.....	34
35	Weed.....do.	5	5.45	.....	5.50	.....	5.70	.....	35

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS—continued.	Quantity awarded.	Charles E. Miller.	C. Osgood Hooker.	Andrew Carrigan.	Wakefield Baker.	Number.	
			Delivered in San Francisco.					
1	Scythe snaths.....doz.	35	6.60	.....	6.50	6.70	1
2	Scythestones.....do.	30	.45	.....	.33	.35	2
3	Seed drill and cultivator, for garden use, No.	10	.....	.....	.....	6.80	3
4	Seeders, broadcast, for 2 horse wagon.....do.	2	.....	.....	.....	12.10	4
5	Shovels, coal, D-handle.....doz	4	8.75	.....	14.00	9.00	5
6	Shovels, steel, No. 2, not less than 55 pounds per dozen, in bundles, extra tied:	150	8.05	.....	7.90	7.75	6
7	Long-handled, round point.....doz.					8.40	8.25	7
8	Short-handled, square point.....do.					9.50	8.25	8
9		1	8.05	.....	7.90	7.75	9
10		1	8.05	.....	8.40	8.25	10
11		1	8.05	.....	9.50	.....	11
12	Sickles, No. 3, grain.....do.	33	3.50	.....	3.40	3.50	12
13	Spades, steel, No. 3, not less than 60 pounds per dozen, in bundles, extra tied:	17	.....	.....	.....	8.40	13
14	Long-handled.....doz					8.40	14	
15	D-handled.....do.					8.40	15	
16	Swamp (or bush) hooks, handled.....do.	17	8.00	.....	8.50	8.40	16
17	Twine, binder.....lbs	1,000	.....	h.10	.....	.11 $\frac{1}{2}$	17
18	Wheelbarrows, garden: All iron.....No.	31	7.75	.....	.....	8.00	18
19	Wood.....do.	10	4.00	.....	.....	4.10	19
20	Yokes ox, large, oiled and painted.....do.	3	.....	.....	.....	7.00	20

e 16 only.
f 14 only.

g No. 70 Springfield Buckeye.
h No sample.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS.	Quantity awarded.	Ivory F. Littlefield.	Saul Magner.	F. B. Dallam & Co.
			Delivered in San Francisco.		
1	Borax.....lbs.	500	.07 ¹ / ₄	.08 ³ / ₄	
2	Brushes:				
3	Calcimine, all bristles, 7-inch.....doz.	4	24.75	14.25	
4			12.00	19.75	
5			8.00	11.25	
6	Marking, bristle, assorted.....do.	10	.22	.25	.30
7	Brushes, paint, round, all bristles, full size:				
8	No. ¹ / ₂.....do.	4	5.00	6.50	
9	No. ³ / ₈.....do.	4	7.25	8.75	
10	No. ¹ / ₄.....do.	4	5.00	7.75	
11	No. ³ / ₈.....do.	4	11.10	13.40	
12	No. ¹ / ₂.....do.	7	7.30	11.40	
13	No. ³ / ₈.....do.	7	14.00	19.60	
14				16.75	
15	Brushes, paint, all Chinese bristles, flat:				
16	3-inch.....do.	12	2.35	7.30	
17			1.75	4.40	
18	4-inch.....do.	18	3.90	8.30	
19			3.10	5.90	
20				4.15	
21	Brushes:				
22	All bristles, sash tools, No. 6.....do.	10	1.10	1.70	
23				2.45	
24	Varnish, all bristles, No. 3, full size.....do.	8	1.60	2.35	
25			3.00	1.99	
26	Whitewash, all bristles, 8-inch block, with handle.....do.	16	4.30	1.23	
27			2.50	5.25	4.50
28				9.25	3.25
29				7.25	2.90
30				3.40	2.70
31					2.25
32	Coal tar.....gals.	125	b.15	.175	
33	Glass, window, single thick:				
34	8 by 10.....boxes.	7	2.67		
35	9 by 12.....do.	3	2.67		
36	9 by 14.....do.	4	2.67		
37	9 by 15.....box.	1	2.67		
38	10 by 12.....boxes.	33	2.67		
39	10 by 14.....do.	16	2.67		
40	10 by 15.....do.	2	2.67		
41	10 by 16.....do.	23	3.18		
42	10 by 18.....do.	4	3.18		
43	10 by 20.....do.	5	3.18		
44	10 by 38.....do.	2	4.02		
45	12 by 14.....do.	13	3.18		
46	12 by 16.....do.	21	3.18		
47	12 by 20.....do.	5	3.18		
48	12 by 22.....do.	6	3.18		
49	12 by 26.....box.	1	3.18		
49	12 by 28.....boxes.	2	3.18		

a Handle separate.

b 5-gallon cans.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS.

Number.	Harry Unna.	Louis E. Lake.	Adolph Mack.	Richard H. Nason.	Chas. M. Yates.	Wakefield Baker.	Lawrence E. Van Winkle.	Simpson Brush and Broom Co.	James A. Malarky.	Number.
	Delivered in San Francisco.									
			.075			.07	.09			1
2	4.50	13.45			25.57			11.50		2
3		6.95			13.25			13.00		3
4										4
5	.25				.24	.24		.42		5
6										6
7	4.39				4.84	1.45		6.92		7
8	4.25									8
9	6.70				7.53	1.75		11.07		9
10	6.00									10
11	9.85							13.00		11
12	9.80				11.61	1.85				12
13	17.00							18.00		13
14					15.98	2.00				14
15	1.65	1.35			4.40	1.35		2.00		15
16					2.57					16
17										17
18	2.65	2.19			8.54	2.00		2.90		18
19					4.45					19
20										20
21	.90	1.19			1.22	.40		1.15		21
22					.81					22
23	1.80	1.45			1.38	.60		2.40		23
24	4.75									24
25	3.60									25
26	3.75				13.45	3.75		3.15		26
27	3.60				5.98					27
28					4.15					28
29										29
30										30
31										31
32			.25	.16	.15 ^g	.16			b.16	32
33								c.3.05	d.4.20	33
34								c.3.05	d.4.20	34
35								c.3.05	d.4.20	35
36								c.3.05	d.4.20	36
37								c.3.00	d.4.20	37
38								c.3.00	d.4.20	38
39								c.3.05	d.4.20	39
40								c.3.40	d.4.80	40
41								c.3.40	d.4.80	41
42								c.3.40	d.4.80	42
43								c.4.10	d.5.75	43
44								c.3.30	d.4.80	44
45								c.3.40	d.4.80	45
46								c.3.40	d.4.80	46
47								c.3.40	d.4.80	47
48								c.3.60	d.5.15	48
49								c.3.60	d.5.15	49

c Single.

d Double.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Delivered in San Francisco.	
			Ivory F. Littlefield.	James A. Malarky.
	Glass, window, single thick:		<i>Single.</i>	<i>Double.</i>
1	12 by 34 boxes..	3	4.02.	4.10
2	12 by 36 do.....	5	4.02	4.10
3	12 by 38 box.....	1	4.02	4.10
4	14 by 16 boxes..	5	3.18	3.40
5	14 by 18 do.....	6	3.18	3.40
6	14 by 22 do.....	4	3.18	3.60
7	14 by 26 box.....	1	3.18	5.60
8	14 by 28 do.....	1	4.02	4.10
9	14 by 30 boxes..	2	4.02	4.10
10	14 by 32 do.....	5	4.02	4.10
11	14 by 34 do.....	2	4.02	4.10
12	14 by 36 do.....	7	4.02	4.10
13	14 by 38 do.....	2	4.13	4.30
14	15 by 18 do.....	6	3.18	3.60
15	15 by 26 do.....	2	4.02	4.10
16	15 by 28 do.....	4	4.02	4.10
17	15 by 32 do.....	3	4.02	4.10
18	15 by 36 do.....	6	4.13	4.30
19	15 by 38 do.....	2	4.13	4.30
20	15 by 40 do.....	4	4.55	4.65
21	16 by 18 do.....	2	3.18	3.40
22	16 by 20 do.....	6	3.18	3.60
23	16 by 22 box.....	1	3.18	3.60
24	16 by 23 boxes..	2	3.18	3.60
25	16 by 24 do.....	3	3.18	3.60
26	16 by 26 box.....	1	4.02	4.10
	Glass, window, double thick:			
27	16 by 36 boxes..	6	5.76	4.30
28	16 by 38 do.....	3	5.76	4.30
29	16 by 42 do.....	3	6.44	4.65
30	16 by 44 box.....	1	6.44	4.65
31	18 by 42 boxes..	5	6.44	4.65
32	22 by 30 box.....	1	5.76	4.30
33	24 by 32 boxes..	2	6.44	4.65
34	24 by 34 do.....	2	6.44	4.65
35	24 by 36 do.....	4	6.44	4.65
36	24 by 38 box.....	1	7.27	5.25
37	26 by 32 do.....	1	6.44	4.65
38	26 by 36 boxes..	3	6.44	5.25
39	26 by 40 do.....	2	7.27	5.25
40	28 by 34 box.....	1	7.27	5.25
41	28 by 36 boxes..	2	7.27	5.25
42	28 by 40 do.....	2	7.27	5.25
43	30 by 48 do.....	2	8.61	6.15
44	36 by 36 box.....	1	8.61	5.25
45	Glazier's glass cutters.....No.	17	3.75	.35
46	Glue: Cabinetmaker's.....lbs.	175	.115	.20
47			.095	.09
48	Liquid, prepared, in cans, cased.....qts.	60	.49	.52
49	Hard oil, light, in 1 and 5 gallon cans, cased.....gals.	60	.875	1.00
50				1.35

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	Delivered in San Francisco.					
	Saul Magner.	Harry Unna.	Adolph Mack.	Richard N. Nason.	Charles M. Yates.	Wakefield Baker.
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
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24						
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31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						3.90
46	.09					
47	.45	.56	.50	.11	.10	.08
48	1.85			.525	.49	.11
49	1.10			.90	.49	.50
50	.95				.73	
51						

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

Number.	CLASS No. 14. GLASS, OILS, AND PAINTS—continued.	Quantity awarded.	Ivory F. Littlefield.	James A. Malarkey.	Saul Magner.	F. B. Dallam & Co.
			Delivered in San Francisco, Cal.			
1	Paper, tarred, packed in crates, strapped... lbs..	1,000		.026		.035
2				.026		
3				.028		
4	Pitch .....do...	450	.03			
5	Putty, in 5 and 10 pound tins, cased .....do...	1,600	.024	.03	.03	
6	Resin, common .....do...	50	.02		.035	
7	Stain, oak .....galls..	40	.68	.80	1.20	
8	Turpentine, in cans, cased .....do...	900	a .568	.58	.53 ³	
9	Umber, burnt, in oil, ground, in 1 and 2 pound tins, cased lbs..	300	.07	.09	.09	
10	Varnish, coach, good quality, for interior use.....galls..	65	.85	1.10	.95	
11					1.20	
12					1.40	
13	Varnish, wagon, heavy durable body, cased. Samples of at least 8 ounces required: In 1-gallon cans .....galls..	70	1.25	3.00	1.75	
14				3.50	2.50	
15					3.25	
16					4.25	
17	In 5-gallon cans .....do...	20	1.20	2.95	1.65	
18				3.45	2.40	
19					3.15	
20					4.15	
21	Whiting, extra, gilder's bolted lbs..	930	.01 ¹		.01 ¹	
22	<i>Additional for training schools.</i>					
23	Oils, good quality:					
24	Cylinder.....galls..	120	a .30	.65	.34	
25					.395	
26					.495	
27					.575	
28	Lubricating.....do...	100	a .23	.30	.27	
29				.35	.34	
30					.44	
31						
32						

a 5-gallon cans.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

John P. Prutzman.	Adolph Mack.	Richard N. Nason.	Henry M. Holbrook.	Charles M. Yates.	Wakefield Baker.	William S. Miller.	Number.
Delivered in San Francisco, Cal.							
2.45				.03			1
2.45				.03	.03		2
2.45				.03			3
b 1.25		.045		.03 ¹			4
		.024		.02 ¹			5
	.03	.019	.03	.01 ¹			6
		.55		.59			7
		.61		.519		.57	8
		.07 ¹		.07			9
		1.15		1.20			10
				.70			11
							12
		2.32		1.90			13
				.95			14
		2.27		1.85			15
				.90			16
							17
							18
							19
							20
		.015		.009			21
							22
							23
		.42		.60		.43	24
				.37		.49	25
						.325	26
						.385	27
						.245	28
		.24		.34		.305	29
				.24		.214	30
						.27 ¹	31
						.195	32
						.255	

b Coal tar.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

TIN AND STAMPED WARE, ETC.

Number.	CLASS No. 15. TIN AND STAMPED WARE, ETC.	Quantity awarded.	William H. Wilester.	Charles F. Tay.
			Delivered in San Francisco, Cal.	
1	Boilers, wash, IX tin, flat copper bottom, size 21 by 11 by 13 inches, iron drop handles, riveted, No. 8 .....doz..	27		10.90
2	Buckets, water, galvanized iron, corrugated bottoms, 4-gallon, full size .....doz..	81	3.50	3.30 3.85
3	Candlesticks, planished tin, 6-inch .....do..	2		
4	Cans:			
5	Kerosene, 1-gallon, common top .....do..	16	1.50	1.00
6	Milk, all steel, 32-quart.....No..	18		
7	Coffee boilers, full size, plain tin, riveted spout and handle:			
8	2-quart, riveted .....doz..	19	2.40	1.25
9	4-quart.....do..	30	3.00	2.40
10	6-quart.....do..	20	3.60	3.15
11	Coffee mills:			
12	Iron hopper box .....do..	7		
13	Side, No. 1.....do..	7		
14	With wheel, capacity of hopper 6 pounds.....No..	1		
15	Cups, full size, stamped tin, retinned, riveted handle:			
16	Pint .....doz..	63	.35	.50
17	Quart.....do..	22	.50	.60
18	Dippers, water, 1-quart, full size, long iron handles, riveted, dozen	16		.75
19	Funnels, full size, plain tin:			
20	1-quart .....doz..	5	.35	.35 .50
21	2-quart .....do..	1	.50	1.20
22	Kettles, wrought-steel hollow ware:			
23	8-quart .....do..	1		
24	12-quart.....do..	2		
25	14-quart.....do..	11		
26	Pails, water, heavy tin, retinned:			
27	10-quart .....do..	19	2.65	2.40
28	14-quart .....do..	21	3.25	2.75
29	Pans, bake, sheet-iron:			
30	12 by 19 .....No..	116	.75	1.65
31	15 by 20.....do..	140		3.75
32	Pans, dish, full size, IX stamped tin, retinned:			
33	12-quart .....doz..	28	2.50	2.70
34	18-quart.....do..	28	3.60	4.00
35	Pans:			
36	Dust, japanned, heavy .....do..	45	.60	.65
37	Fry, No. 4, wrought steel, polished, 8 inches across bottom.....doz..	25	1.45 2.40	1.80
38	Tin, 1-quart, stamped tin, retinned.....do..	8	.50	a.46

a No sample.

b 14-quart; no sample.

c 21-quart; no sample.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.

Number.	Henry M. Holbrook.	Esaerl Levenson.	Harry Unna.	Louis E. Lake.	Wakefield Baker.	Alonzo A. Watkins.
	Delivered in San Francisco, Cal.					
1	13.00	10.50	11.70	11.95		11.70
2	13.50		14.95			
3	3.75	3.20	3.58		2.94	3.75
4	6.00					
5	7.80					
6	4.00					
7	.75				.58	
8	1.60	1.33	1.46			1.55
9	1.88		1.89			
10	2.00					
11	1.10	1.95	.92			2.00
12	1.60		2.28			
13	1.50	2.85	1.30			2.15
14	2.20		3.03			
15	2.30	3.25	2.16			3.10
16	4.50		3.57			
17	3.40		3.92		.35	
18	4.10		2.80		.38	
19	4.50				4.40	
20					17.50	
21	.50	.35	.35			.55
22	.40		.38			
23			.46			
24	1.00					1.10
25						
26	.50		.43			1.25
27	.60		.59			.40
28	.38		.43			
29	.68					
30	.55		.49			
31	1.29					
32	10.00					
33	15.00					
34	18.00					
35	5.00	3.25	3.36			
36	3.25		3.68			
37	6.88	3.75	4.00			
38	3.88		4.33			
39	.15	1.65	1.75			1.80
40		a 2.10	2.98			a 2.60
41	b 2.75	2.45	2.16			2.75
42	b 3.25		2.60			
43	c 4.00	2.90	3.14			3.90
44	c 4.50		3.68			
45	.90		.65			.70
46	1.00		1.48		1.40	2.85
47	1.30		2.25			1.50
48	2.50					
49	.45	.40	.57			.50
50	a.30					

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

TIN AND STAMPED WARE, ETC.—Continued.

Number.	CLASS No. 15. TIN AND STAMPED WARE, ETC.—continued.	Quantity awarded.	William H. Weister.	Charles F. Day.	Henry M. Holbrook.	Esrael Levenson.
			Delivered in—			
			San Francisco.			
1	Pans, tin, stamped tin, retinned:					
2	2-quart.....doz..	12	.60	a.60	.57	.50
3	4-quart.....do..	15	.85	1.00	.90	.72
4	6-quart.....do..	17	1.10	1.35	1.00	.65
5	8-quart.....do..	14	1.20	1.55	a.80	.95
6					1.35	1.20
7					.90	
8	Plates, stamped tin:					
9	9-inch, baking, deep, jelly.....do..	30	.35	.32	.31	.37
10	9-inch, pie.....do..	72	.25	.25	.28	.25
11	Scoops, grocer's, hand:					
12	No. 20.....do..	2	1.20	1.65	1.25	
13	No. 40.....do..	1 1/2	1.80	2.50	1.87	
14	Shears, tinner's:					
15	Bench, No. 4, Wilcox's.....No.	4		3.20	3.75	
16	Hand, No. 7.....do..	8		1.36	1.60	
17	Hand, No. 9.....do..	12		.88	1.00	
18	Solder, medium quality.....lbs..	532		.185	a.18	
19	Soldering irons, per pair:					
20	1 1/2 pounds each.....pairs..	10		.80	.75	
21	2 pounds each.....do..	3		1.00	1.00	
22	Spoons:					
23	Basting, tinned iron, heavy.....doz..	9	.85	.89	.62	
24					.45	
25					.30	
26	Table, tinned iron, heavy.....do..	214	.35	.23	.12	
27					.125	
28					.15	
29	Tea, tinned iron, heavy.....do..	363	.12	.17	.06 1/2	
30					.09	
31	Strainers:					
32	Milk, IX tin, 12-inch.....do..	7	1.45	2.90	1.25	
33	Vegetable, steel, large size.....No..	30		.80		
34	Teapots, planished tin, 4-pint, round, copper bottom.....doz..	9		3.50	2.70	
35	Tin, sheet, IC, charcoal, bright:					
36	10 by 14 inches.....boxes..	2			6.00	
37	12 by 12 inches.....do..	8			6.25	
38	14 by 20 inches.....do..	5			6.00	
39	Tin, sheet, IX, charcoal, bright:					
40	14 by 20 inches.....do..	4			7.25	
41	12 by 24 inches.....do..	5			16.00	
42	14 by 60 inches, boiler.....do..	3				
43	Wash basins, stamped tin, flat bottom, retinned, 11 inches.....doz..	69	.85	.84	1.00	.75
44					.75	
					.625	
					.85	
	Washtubs, galvanized iron, in nests of three sizes, one each, 19 1/2 inches, 21 1/2 inches, and 23 1/2 inches diameter, by 10 1/2 inches deep, inside measure; with corrugated bottom, heavy wire in top and bottom rims, and heavy drop handles.....doz..	28	d 1.65	6.15	e 21.75	6.20
	Zinc, sheet, 36 by 84 inches, No. 9.....lbs..	5,130		.10 1/2	*.105	

a No sample. b 8 only. c 12 only. d Per nest.

* 2,565 pounds each to Henry M. Holbrook and Alonzo A. Watkins.

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

Number.	Harry Unna.	Alonzo A. Watkins.	Andrew Carrigan.	Wakefield Baker.	F. B. Dillam & Co.	Maurice Block.	Louis E. Lake.
	Delivered in—						
	San Francisco.	Not stated.	San Francisco.				
1	.73	.65					
2	.97	1.00					
3	.97						
4	1.24	1.25					
5	1.30						
6	1.57	1.60					
7	1.46						
8							
9	.35	.40					
10	.27	.30					
11	.30						
12							
13							
14							
15		b 1.45		1.25			
16		c.87		.75			
17				.18			
18				.75			
19				a 1.00			
20	.72	.65		.30			
21	.84						
22	.25	.25	.22 1/2	.40	.24		
23			.10				
24							
25							
26	.125	.125	.115	.20	.14		
27			.05				
28							
29							
30	1.08						
31	1.41						
32	2.70						
33		6.00					
34		6.25					
35		6.00					
36		7.25					
37		8.00					
38		g 12.00					
39	.79	.93					
40							
41							
42							
43	f 1.71	7.00		5.15	6.39		d 1.59
44		.105					

e Per 1 dozen nests.

f Per nest of 3.

g Per box of 56 sheets.

Abstract of proposals received and contracts awarded in San Francisco, Cal., etc.—Cont'd.
 [NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.

Number.	CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC.	Quantity awarded.	William H. Weister.	F. Charles Fay.	Henry M. Holbrook.	Johr Schleck.	Harry Unna.	Wakefield Baker.	Alonso Watkins.	Number.
			Delivered in San Francisco.							
1	Caldron, iron, portable, with furnace: 40 gallons actual capacity.....No.	6			27.50	22.45				1
2	90 gallons actual capacity.....No.	6			60.00					2
3	Coal scuttles, 16-inch, galvanized.....No.	113	.17	.25	3.20		.25		.17	3
4	Dampers, stovepipe: 6-inch.....No.	800		.055	.045		.055		.055	4
5	7-inch.....No.	60		.07	.06				.07	5
6	Elbows, stovepipe, 4 pieces, No. 26 iron, packed in cases: Size 6-inch.....No.	500			.08	.06 ^a			.10	6
7	Size 7-inch.....No.	38			.15	.12 ^a			.06	7
8	Furnaces: For 20-gallon portable caldrons.....No.	1			10.00					9
10	For 40-gallon portable caldrons.....No.	3			20.00	14.25				10
11	For 90-gallon portable caldrons.....No.	2			15.00					11
12	Ovens, Dutch, cast iron, deep pattern, 10 inches diameter inside, crated, No.....No.	44	.90	.55	.60				a.60	13
14	Pipe, stove, patent, No. 26 iron, cut, punched, and formed to shape, nested in bundles, crated: 6-inch.....joints.	2,800		.18	.11 ^b	.10 ^b			.14	14
15					.10					15
16					.11					16
17	7-inch.....joints.	315		.20	.25	.12 ^b			.165	17
18					.25					18
19	Polish, stove.....gross.	7		2.00	5.00		3.55			19
20					3.00					20
21					4.50					21
22					7.20					22
23	Stoves, box, heating, wood: 24 inches long, to weigh not less than 110 pounds.....No.	47		5.25	5.50				5.40	23
24	27 inches long, to weigh not less than 130 pounds.....No.	40		6.35	6.50				6.50	24
25	32 inches long, to weigh not less than 145 pounds.....No.	47		7.50	7.75				7.75	25
26	37 inches long, to weigh not less than 190 pounds.....No.	27		9.50	10.00				9.75	26
27	Stoves, cooking, coal, 8-inch, with iron and tin or wrought steel and tin furniture, complete; ovens not less than 18 by 18 by 11 inches; to weigh not less than 240 pounds without furniture*.....No.	37			25.50	18.95			25.00	27

* Furniture for 8-inch cook stoves to consist of the following, viz: 1 iron or steel pot and cover; 1 iron or steel kettle and cover; 1 iron or steel spider; 1 tin steamer and cover; 1 wash boiler and cover, flat copper bottom, 21 by 11 by 13 inches, iron drop handles, riveted; 1 coffee boiler, 6-quart, flat copper bottom; 1 tin teakettle, copper bottom, 8-inch; 1 tin water dipper, 2-quart; 2 square tin pans, 8 $\frac{1}{2}$ by 12, 1 round pan, stamped, each 1 $\frac{1}{2}$ and 3 quarts; 2 iron or steel dripping pans, 12 by 16 inches, seamless. Furniture for other sizes of cook stoves to be in proportion. All tin furniture to be made of IX tin. Each stove must be accompanied by a joint of pipe, one end of which must fit the pipe collar and the other a 6-inch pipe.

a No sample. b Add 50 cents for crating each stove or range. c Crating stoves 50 cents each extra.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.—Continued.

Number.	CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC.—continued.	Quantity awarded.	Charles F. Tay.	Henry M. Holbrook.	John C. Schleck.	Alorzo A. Watkins.	Number.
			Delivered in San Francisco.				
1	Stoves, cooking, coal, 9-inch, with iron and tin or wrought steel and tin furniture, complete; ovens not less than 19 by 19 by 12 inches; to weigh not less than 280 pounds without furniture*..... No..	4		29.00		28.00	1
2	Stoves, cooking, wood, with iron and tin or wrought steel and tin furniture, complete: 6-inch; length of wood 20 inches; oven not less than 14 by 16 by 11 inches; to weigh not less than 180 pounds without furniture*..... No..	10	16.50	b 15.50		15.00	2
3	7-inch; length of wood 22 inches; oven not less than 14 by 18 by 13 inches; to weigh not less than 225 pounds without furniture*..... No..	38	19.50	18.50	16.95	19.25	3
4	8-inch; length of wood 24 inches; oven not less than 19 by 20 by 13 inches; to weigh not less than 270 pounds without furniture*..... No..	36	23.00	22.00	19.95	22.75	4
5	9-inch; length of wood 26 inches; oven not less than 21 by 22 by 14 inches; to weigh not less than 310 pounds without furniture*..... No..	28	26.50	26.00	22.95	25.50	5
6	Stoves, heating, coal: 14 to 15 inch cylinder, to weigh not less than 135 pounds..... No..	57	8.75	8.25	7.45	8.50	6
7	16 to 18 inch cylinder, to weigh not less than 175 pounds..... No..	16	10.00	10.50		10.50	7
8	Stoves, heating, wood, sheet iron, with outside rods: 32-inch..... No..	7	12.50			13.00	8
9	37-inch..... do..	2				13.50	9
10	Stoves, heating: Coal, large size, 22-inch cylinder, to weigh not less than 375 pounds..... No..	6			21.95	26.50	10
11	Combined coal and wood, 22 inches diameter, 24-inch heavy steel drum, to weigh not less than 285 pounds..... No..	3	25.00			25.50	11
12	Stoves, coal, laundry, for heating irons, as follows: 1 stove for 12 irons.....	11	6.75	22.00			12
13				8.00			13
14	1 stove for 16 irons.....		20.00	24.00			14
15	1 stove for 20 irons.....			30.00			15
16	1 stove for 24 irons.....			30.00			16
17	1 stove for 28 irons.....			60.00			17
18				30.00			18
19	3 stoves for 30 irons.....		25.00	60.00			19
20				30.00			20
21	1 stove for 36 irons.....			45.00			21
22	1 stove for 40 irons.....			45.00			22
23	1 stove for 48 irons.....			50.00			23

*Furniture for 8-inch cook stoves to consist of the following, viz: 1 iron or steel pot and cover; 1 iron or steel kettle and cover; 1 iron or steel spider; 1 tin steamer and cover; 1 wash boiler and cover, flat copper bottom, 21 by 11 by 13 inches, iron drop handles, riveted; 1 coffee boiler, 6-quart, flat copper bottom; 1 tin teakettle, copper bottom, 8-inch; 1 tin water dipper, 2-quart; 2 square tin pans, 8½ by 12, 1 round pan, stamped each 1½ and 3 quarts; 2 iron or steel dripping pans, 12 by 16 inches, seamless. Furniture for other sizes of cook stoves to be in proportion. All tin furniture to be made of IX tin. Each stove must be accompanied by a joint of pipe, one end of which must fit the pipe collar and the other a 6-inch pipe.

a Add 50 cents for crating each stove or range.

b Crating stoves 50 cents each extra.

Abstract of proposals received and contracts awarded in San Francisco Cal.,

[NOTE.—Figures in large type denote rates

HARDWARE.

Number.	CLASS NO. 17. HARDWARE.	Quantity awarded.	Delivered in—		
			Charles E. Miller.	Andrew Carrigan.	Wakefield Baker.
			San Francisco.	Not stated.	San Francisco.
1	Adzes, c. s., house carpenter's, 4 $\frac{1}{2}$ -inch, square head. doz..	15	15.00	15.50	9.50
2	Anvils, wrought-iron, steel face, per pound:				
3	100-pound.....No..	6	.08		.08
4	140-pound.....do..	4	.08		.08 $\frac{1}{2}$
5	200-pound.....do..	1	.08		.08 $\frac{1}{2}$
6	Augers, c. s., cut with nut:				
7	1-inch.....doz..	2	3.25	3.20	3.00
8	1 $\frac{1}{2}$ -inch.....do..	2	3.71	3.73	3.60
9	1 $\frac{3}{4}$ -inch.....do..	2	4.85	5.25	4.50
10	2-inch.....do..	2	6.30	6.63	6.20
11	Augers, c. s., hollow, adjustable, to cut $\frac{3}{8}$ to 1 inch. do..	7	41.00	42.00	38.50
12	Axes, assorted, 3 $\frac{1}{2}$ to 4 $\frac{1}{2}$ pounds, Yankee pattern, inserted or overlaid steel.....doz..	217	6.95	7.00	6.75
13				6.85	6.25
14				6.95	
15				7.50	
16	Axes, c. s., hunter's, inserted or overlaid steel, handled, dozen.....	7	5.80	5.75	5.00
17	Babbitt metal, medium quality.....lbs..	440	.06		5.50
18	Bellows, blacksmith's:				4.90
19	36-inch, standard.....No..	6	10.75		6.25
20			7.25		11.40
21	38-inch standard.....do..	5	12.25		7.25
22			7.95		12.50
23	Bells, cow, wrought.....doz..	15			4.50
24	Bells:				
25	Hand, No. 8, polished.....do..	2	6.75	9.25	5.00
26	School, with fixtures for hanging; bell to weigh 240 to 260 pounds.....No..	4			24.00
27	Bell, school, with fixtures for hanging:				
28	Bell to weigh 300 to 350 pounds.....do..	1			44.50
29	Bell to weigh 400 to 425 pounds.....do..	1			44.50
30	Belting, leather:				
31	1 $\frac{1}{2}$ -inch.....feet..	50	.06 $\frac{3}{4}$		.065
32	2-inch.....do..	360	.08		.075
33	3-inch.....do..	222	.121		.12
34	3 $\frac{1}{2}$ -inch.....do..	20	.14 $\frac{1}{2}$		.14
35	4-inch.....do..	225	.165		.16 $\frac{1}{2}$
36	5-inch.....do..	60	.21		.205
37	6-inch.....do..	225	.255		.25
38	Belting, rubber:				
39	3-ply, 3-inch.....do..	100	.065		.063
40	3-ply, 6-inch.....do..	350	.12 $\frac{1}{2}$		.126
41	4-ply, 8-inch.....do..	435	.205		.204
42	4-ply, 12-inch.....do..	70	.33		.316

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE.

Number.	CLASS NO. 17. HARDWARE.	Quantity awarded.	Delivered in—									
			Lawrence E. Van Winkle.	George H. Fuller.	Fred R. Cook Co.							
			San Francisco.	Not stated.	San Francisco.							
1												
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51												
52												

a No sample.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—				Number.
			Charles E. Miller.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.	
			San Francisco.	Not stated.	San Francisco.		
	Bits, auger, c. s., Jenning's pattern, extension lip:						
1	1/8-inch.....doz..	7	1.16	1.15	1.02	2.09	1
2	3/8-inch.....do..	5	1.16	1.15	1.02	2.37	2
3	1/2-inch.....do..	7	1.24	1.23	1.10	2.65	3
4	3/4-inch.....do..	7	1.34	1.36	1.27	3.07	4
5	7/8-inch.....do..	5	1.47	1.47	1.40	3.35	5
6	1-inch.....do..	5	1.62	1.63	1.50	3.63	6
7	1 1/8-inch.....do..	4	1.70	1.76	1.62	3.91	7
8	1 1/4-inch.....do..	4	1.83	1.94	1.80	4.26	8
9	1 1/2-inch.....do..	4	2.01	2.12	1.95	4.61	9
10	1 3/4-inch.....do..	2	2.14	2.27	2.10	5.02	10
11	2-inch.....do..	4	2.43	2.48	2.34	5.43	11
12	1-inch.....do..	4	2.72	2.85	2.65	6.25	12
13	Bits, twist-drill, for metal: For brace, square shank, assorted, 1/8 to 3/8 inch by 32ds, sets.....	30	1.85	-----	1.75	1.89	13
14	Straight shank, for lathe and machine chucks, assorted, 1/8 to 3/8 inch by 32ds, sets.....	20	2.15	-----	2.00	2.40	14
15	Bits, gimlet, double-cut, or German pattern, assorted, 1/8 to 3/8 inch.....doz..	11	.70	-----	.65	.95	15
16	Bolt cutters.....No..	11	4.00	-----	4.20	-----	16
	Bolts, carriage, per 100:						
17	1/4 by 1.....do..	650	.50	.0055	.52	.49	17
18	1/4 by 1 1/4.....do..	2,325	.50	.0055	.52	.49	18
19	1/4 by 2.....do..	2,500	.55	.0062	.58	.53	19
20	1/4 by 2 1/4.....do..	1,875	.60	.0067	.63	.57	20
21	1/4 by 3.....do..	1,950	.65	.0072	.68	.61	21
22	1/4 by 3 1/4.....do..	1,525	.65	.0072	.68	.65	22
23	1/4 by 4.....do..	1,700	.70	.0076	.73	.69	23
24	1/4 by 4 1/4.....do..	875	.75	.0082	.78	.73	24
25	1/4 by 5.....do..	650	.80	.0087	.84	.77	25
26	1/4 by 1 1/2.....do..	1,000	.75	.0082	.78	.74	26
27	1/4 by 2.....do..	1,500	.80	.0087	.84	.74	27
28	1/4 by 2 1/4.....do..	1,250	.85	.0092	.89	.81	28
29	1/4 by 3.....do..	2,700	.90	.0097	.95	.88	29
30	1/4 by 4.....do..	2,700	1.05	.0117	1.09	1.02	30
31	1/4 by 5.....do..	1,500	1.20	.0132	1.26	1.16	31
32	1/4 by 6.....do..	2,000	1.30	.0143	1.37	1.30	32
33	1/4 by 7.....do..	1,150	1.45	.0156	1.53	1.44	33
34	1/4 by 8.....do..	850	1.60	.0172	1.68	1.58	34
35	1/4 by 9.....do..	850	1.75	.019	1.83	1.72	35
36	1/4 by 4.....do..	1,525	1.70	.0182	1.78	1.69	36
37	1/4 by 5.....do..	750	1.90	.0205	2.00	1.89	37
38	1/4 by 6.....do..	1,050	2.10	.0224	2.21	2.09	38
39	1/4 by 7.....do..	800	2.30	.0247	2.44	2.29	39
40	1/4 by 8.....do..	825	2.50	.0283	2.70	2.49	40
41	1/4 by 9.....do..	625	2.70	.0296	2.84	2.69	41
42	1/4 by 10.....do..	975	2.90	.0314	3.02	2.89	42
43	1/4 by 11.....do..	700	3.10	.0334	3.23	3.09	43
44	1/4 by 12.....do..	950	3.30	.0354	3.44	3.29	44

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—					Number.
			Charles E. Miller.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.	Henry E. Bothin.	
			San Francisco.	Not stated.	San Francisco.			
	Bolts, door, wrought-iron, barrel:							
1	5-inch .....doz.	11	.60	.80	.49			1
2	8-inch .....do.	7	1.35	2.00	.84			2
3	Bolts, shutter, wrought-iron, 10-inch .....doz.	2		2.25	1.35			3
	Bolts, square head and nut, per 100:							
4	1/4 by 1.....No.	350	.72	.0068	.70	.67		4
5	1/4 by 1 1/2.....do.	300	.72	.0068	.70	.67		5
6	1/4 by 2.....do.	600	.75	.0072	.74	.71		6
7	1/4 by 2 1/2.....do.	300	.76	.0075	.77	.73		7
8	1/4 by 3.....do.	550	.86	.0077	.81	.77		8
9	1/4 by 3 1/2.....do.	400	.82	.0085	.81	.80		9
10	1/2 by 1.....do.	200	.82	.0085	.80	.79		10
11	1/2 by 1 1/2.....do.	550	.82	.0085	.80	.79		11
12	1/2 by 2.....do.	350	.86	.0088	.84	.83		12
13	1/2 by 2 1/2.....do.	750	.91	.0088	.90	.87		13
14	1/2 by 3.....do.	750	.93	.0092	.94	.91		14
15	1/2 by 3 1/2.....do.	500	.97	.0096	.98	.95		15
16	1/2 by 4.....do.	750	1.05	.01	1.03	.99		16
17	1/2 by 4 1/2.....do.	600	1.10	.0104	1.06	1.03		17
18	1/2 by 5.....do.	550	1.10	.0114	1.08	1.07		18
19	1/2 by 2 1/2.....do.	1,000	1.04	.0106	1.01	1.00	1.50	19
20	1/2 by 2 1/2.....do.	750	1.11	.0112	1.05	1.05	1.55	20
21	1/2 by 3.....do.	600	1.15	.0114	1.10	1.09	1.65	21
22	1/2 by 3 1/2.....do.	700	1.19	.0123	1.15	1.15	1.72	22
23	1/2 by 4.....do.	1,000	1.24	.012	1.23	1.19	1.80	23
24	1/2 by 4 1/2.....do.	850	1.28	.0126	1.28	1.24	1.87	24
25	1/2 by 5.....do.	750	1.36	.0129	1.33	1.29	1.94	25
26	1/2 by 5 1/2.....do.	250	1.38	.0135	1.38	1.34	2.00	26
27	1/2 by 6.....do.	400	1.44	.0140	1.44	1.39	2.08	27
28	1/2 by 6 1/2.....do.	100	1.57	.0152	1.44	1.44	2.15	28
29	1/2 by 7.....do.	350	1.56	.0156	1.48	1.49	2.20	29
30	1/2 by 7 1/2.....do.	200	1.58	.0159	1.53	1.53	2.30	30
31	1/2 by 8.....do.	300	1.67	.0164	1.58	1.57	2.35	31
32	1/2 by 3.....do.	350	1.40	.0139	1.31	1.32	1.95	32
33	1/2 by 3 1/2.....do.	200	1.41	.0138	1.42	1.37	2.05	33
34	1/2 by 4.....do.	450	1.46	.0144	1.48	1.43	2.15	34
35	1/2 by 4 1/2.....do.	200	1.51	.0150	1.54	1.49	2.25	35
36	1/2 by 5.....do.	300	1.60	.0157	1.61	1.57	2.35	36
37	1/2 by 5 1/2.....do.	375	1.76	.017	1.75	1.69	2.55	37
38	1/2 by 7.....do.	175	1.90	.0187	1.82	1.82	2.75	38
39	1/2 by 3 1/2.....do.	350	1.82	.0182	1.76	1.75	2.65	39
40	1/2 by 4.....do.	850	1.96	.0193	1.83	1.83	2.75	40
41	1/2 by 4 1/2.....do.	350	1.99	.0198	1.91	1.91	2.90	41
42	1/2 by 5.....do.	375	2.08	.0207	1.99	1.99	3.00	42
43	1/2 by 5 1/2.....do.	175	2.10	.0208	2.13	2.07	3.10	43
44	1/2 by 6.....do.	425	2.36	.0216	2.21	2.15	3.25	44
45	1/2 by 7.....do.	175	2.36	.0232	2.37	2.30	3.50	45

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—							Number.
			San Francisco.			Not stated.	San Francisco.			
			Charles E. Miller.	Henry E. Bothin.	Henry C. Bennett.	Harry Unna.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.		Augustus Kempkey.
	Bolts, square head and nut, per 100:									
1	½ by 8.....No..	275	2.52	3.75		.0248	2.54	2.47		1
2	½ by 9.....do..	75	2.66	4.00		.0264	2.70	2.63		2
3	½ by 10.....do..	425	2.50	4.20		.028	2.88	2.79		3
	Bolts, tire, per 100:									
4	½ by 1½.....do..	600	.25			.0027	.28	.23		4
5	½ by 1½.....do..	1,725	.30			.0033	.32	.25		5
6	½ by 2.....do..	1,900	.35			.0039	.38	.27		6
7	½ by 1½.....do..	800	.35			.0039	.38	.31		7
8	½ by 2.....do..	1,400	.40			.0043	.44	.35		8
9	½ by 2½.....do..	1,500	.45			.0049	.49	.39		9
10	½ by 3.....do..	800	.50			.0059	.58	.46		10
11	½ by 2.....do..	550	.55			.0055	.54	.43		11
12	½ by 2½.....do..	600	.60			.0067	.66	.51		12
13	½ by 3.....do..	550	.65			.0069	.72	.57		13
14	½ by 3½.....do..	500	.75			.0082	.83	.63		14
15	Bolts, window, spring, cast-brass bolt, screw socket.....doz..	58					.50	.53		15
16	Braces, iron, ratchet, 10-inch sweep, steel jaws.....doz..	3	8.85		6.25	18.00	8.80			16
17	Brads, steel, wire:					8.50				17
18	½-inch.....lbs..	68	.115				.11			18
19	½-inch.....do..	84	.074			.072	.073			19
20	1-inch.....do..	107	a 5.90	a 4.05		.058	.061			20
21	1½-inch.....do..	78	a 5.90	a 3.85		.058	.061			21
22	1½-inch.....do..	81	a 5.50	a 3.65		.054	.06			22
	Butts, brass, narrow:									
23	1½-inch.....doz. prs..	18	.32			.30	.20			23
24	2-inch.....do..	14	.42			.42	.33			24
25	2½-inch.....do..	16	.67			.67	.58			25
	Butts, door, loose pin, wrought iron:									
26	2½ by 2 inches.....doz. prs..	16	.61			.63	.52			26
27	3 by 2½ inches.....do..	7	.84			.86	.75			27
28	3 by 3 inches.....do..	13	.92			.91	.82			28
29	3½ by 3 inches.....do..	5	1.16			1.19	1.10			29
30	3½ by 3½ inches.....do..	12	1.26			1.32	1.21			30
31	4 by 3½ inches.....do..	12	1.62			1.64	1.49			31
32	4 by 4 inches.....do..	15	1.63			1.62	1.55			32
33	4½ by 4½ inches.....do..	8	1.92			1.96	1.88			33
	Calipers 8-inch:									
34	Outside.....doz..	2	1.70			2.76	1.65			34
35	Inside.....do..	2	1.68			2.76	1.65			35
36	Cards, cattle.....do..	5	.70			.80	.425		1.00	36
37	Catches, iron, cupboard.....do..	14	.30		.35	.50	.37			37
	Chains, log, short links, with swivel, ordinary hook and grab hook, per pound:									
38	½-inch.....No..	14	.045				.055			38
39	¾-inch.....do..	19	.046				.05			39
40	1-inch.....do..	6	.045				.05			40

a Per 100 pounds.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—								Number.
			San Francisco.				Not stated.	San Francisco.			
			Charles E. Miller.	Augustus Kempkey.	William Davis.	Thomas R. Hayes.		Edward H. Horton.	Andrew Carrigan.	Wakefield Baker.		Lawrence E. Van Winkle.
1	Chains: Trace, No. 2, 6½ feet, 10 links to the foot, full size..... pairs..	70	.33	.55	.44	.55			.34		1
2	Trace, 43 inches long, with hook and swivel..... pairs..	50	.32								2
3	Well, 24 inches long, with hook and ring..... doz.	½		.53					2.40		3
4	Chalk, carpenter's, assorted colors, gross..... doz.	17	1.05				1.00	1.05			4
5	Chalk lines, medium size..... doz.	30	.22				.20	.22			5
6	Chisels, c. s.:										6
7	Cold, octagon, ¾ by 6 inches do...	1	1.26				1.25	1.31			7
8	Socket, corner, 1-inch, handled, dozen	½	10.80				10.65	11.50			8
9	Chisels, c. s., socket, firmer, handled:										9
10	½-inch..... doz.	2	2.68				2.67	2.80			10
11	¾-inch..... do.	4	2.70				2.67	2.80			11
12	1-inch..... do.	5	3.10				3.00	3.15			12
13	1½-inch..... do.	2	3.78				3.67	3.85			13
14	2-inch..... do.	3	4.05				4.00	4.20			14
15	2½-inch..... do.	1	4.40				4.33	4.55			15
16	3-inch..... do.	2	4.70				4.67	4.90			16
17	4-inch..... do.	1	5.40				5.33	5.60			17
18	Chisels, c. s., socket, framing, handled:										18
19	½-inch..... doz.	½	4.05				4.00	4.20			19
20	¾-inch..... do.	1	4.05				4.00	4.20			20
21	1-inch..... do.	1	4.70				4.67	4.90			21
22	1½-inch..... do.	1	5.40				5.33	5.60			22
23	2-inch..... do.	1	6.10				6.00	6.30			23
24	2½-inch..... do.	1	6.70				6.67	7.00			24
25	3-inch..... do.	2	8.02				8.00	8.40			25
26	Clamps, carpenter's, iron, to open 10 inches..... doz.	1					8.45	8.80			26
27	Cleavers, butcher's, 12-inch..... do.	1					18.90	19.50			27
28	Crowbars, solid steel, wedge point, assorted sizes, per pound..... No.	7	.05½				.05	.053			28
29	Dividers, c. s., wing:										29
30	6 inches long..... doz.	7	1.90				1.85	1.93			30
31	10 inches long..... do.	3	3.10				3.00	3.12			31
32	Drills, blacksmith's:										32
33	Horizontal..... No.	4	1.97					2.15	3.50		33
34	Vertical..... do.	12	8.75					6.50			34
35	Drills, breast..... do.	3	2.30					2.10			35
36	Files, flat, bastard:										36
37	10-inch..... doz.	8	2.05				2.40	2.08	1.79		37
38	12-inch..... do.	19	2.80				3.15	2.82	2.40		38
39	Files, flat, wood:										39
40	12-inch..... do.	3	2.80				3.15	2.83	2.40		40
41	14-inch..... do.	16	3.85				4.20	3.88	3.35		41
42	Files, half-round, bastard:										42
43	10-inch..... do.	11	2.70				3.10	2.74	2.40		43
44	12-inch..... do.	9	3.40				3.80	3.43	3.00		44
45	Files, mill-saw:										45
46	8-inch..... do.	46	1.25				1.40	1.27	1.15		46
47	10-inch..... do.	43	1.70				1.95	1.72	1.49		47
48	12-inch..... do.	38	2.30				2.45	2.23	1.80		48
49	14-inch..... do.	20	3.10				3.35	3.12	2.70		49

Abstract of proposals received and contracts awarded in San Francisco, Cal.—Cont'd.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—						Number.	
			San Francisco.		Not stated.	San Francisco.				
	Files, round, bastard:									
1	6-inch.....doz..	4	1.00		1.15	1.02	.90		1	
2	8-inch.....do..	4	1.25		1.37	1.26	1.10		2	
3	10-inch.....do..	5	1.65		1.80	1.67	1.49		3	
4	12-inch.....do..	5	2.15		2.35	2.18	1.90		4	
5	14-inch.....do..	2	3.10		3.40	3.14	2.80		5	
6	12-inch.....do..	4	2.95		3.20	2.96	2.70		6	
	Files, slim, taper, saw:									
7	3-inch.....do..	40	.60		.67	.62	.50		7	
8	3½-inch.....do..	29	.65		.72	.68	.50		8	
9	4-inch.....do..	41	.65		.72	.68	.55		9	
10	4½-inch.....do..	31	.70		.76	.72	.60		10	
11	5-inch.....do..	47	.75		.80	.78	.65		11	
12	6-inch.....do..	36	.90		.97	.94	.80		12	
13	Flatiron, 5 to 8 pounds, per pound, pairs	111		.034	.034	.031	.04		13	
14	Gates, molasses, 2-iron.....doz.	12		1.75	2.89	1.95			14	
	Gauges:									
15	Marking, brass mounted.....do.	2		.36	2.50	.34			15	
16	Mortise, screw slide.....do.	2		3.00	1.60	3.00			16	
17	Gluepots, No. 1, porcelain lined, number	10			.50	.35			17	
	Gouges, c. s., socket, firmer, handled:									
18	¾-inch.....doz.	1		4.25	4.20	4.32			18	
19	¾-inch.....do.	1		5.10	4.90	5.12			19	
20	¾-inch.....do.	1		5.75	5.60	5.84			20	
21	¾-inch.....do.	1		6.15	5.95	6.12			21	
22	¾-inch.....do.	1		6.35	6.30	6.50			22	
23	1-inch.....do.	1		6.72	6.65	6.92			23	
	Grindstones, per pound, weighing—									
24	50 pounds.....No.	60		.024	.021	.02			24	
25	100 pounds.....do.	20		.024	.021	.02			25	
26	150 pounds.....do.	6		.024	.021	.02			26	
27	250 pounds.....do.	4		3.20	.034	.03			27	
28	Grindstone fixtures, 17 inches, improved patent cap, extra heavy, number	100		.42	.63	.40			28	
29	Hair clippers, good quality.....No.	100			.55	.55		1.00	29	
30								2.00	30	
31								1.15	31	
32	Hammers, claw, solid, c. s., adz-eye, forged, No. 1½.....doz.	26		5.32	5.75	5.20	5.49		2.98	32
33						3.75			33	
34						3.75			34	
35	Hammers, farrier's: Shoeing, c. s.....do.	2		4.41		3.50	4.24			35
36						4.20			36	
37	Turning, half-bright, assorted, 2 to 2½ pounds.....doz.	1½		14.62		14.00	14.50			37
38	Hammers, machinist's, ball pien: 1½-pound.....No.	28		.49	a.50	.59	.74			38
39	2½-pound.....do.	25		.64	.69	.59	.89			39
40	Hammers, riveting, solid, c. s.: 1½-pound.....doz.	2		2.67	6.25	2.65	.40			40
41	1½-pound.....do.	1		2.93	b10.00	2.85	.43			41
42	1½-pound.....do.	1½		3.28		3.05	.55			42
	Hammers, sledge, blacksmith's, solid, c. s.:									
43	2-pound.....No.	13		.46	.46	.40	.45			43
44	3-pound.....do.	7		.58	.57	.52	.52			44
45	8-pound.....do.	10		.79	.96	.72	.96			45
46	10-pound.....do.	14		.96	.98	.90	1.20			46

a 1½ pounds,

b 1½ pounds.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—						Number.
			San Francisco.		Not stated.		San Francisco.		
			Charles E. Miller.	Harry Unna.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.	Henry E. Bothin.	
	Hammers, mason's, ax finish, solid, c. s.:								
1	5-pound No.	7	.51		.52	.45			1
2	8-pound do.	1	.76		.78	.72			2
3	12-pound do.	1	1.16		1.13	1.08			3
4	Hammers, tack upholsterer's pattern, malleable iron... doz.	4	1.62		1.60	1.50			4
5	Hatchets, c. s.:								
	Broad, 6-inch cut-steel head, single bevel, handled .doz.	3	10.05		9.90	10.20			5
6	Lathing, 2-inch blade .do.	4	8.05		8.00	8.30			6
7	Shingling, No. 2. do.	19	5.20	2.99	5.10	5.24	.60		7
8	Hinge hasps:								
	6-inch .do.	44	.69		.72	.67			8
9	10-inch .do.	27	1.36		1.43	1.30			9
10	Hinges, extra heavy, T:								
	8-inch .doz. prs.	7	2.73		2.72	2.60			10
11	10-inch .do.	4	3.35		3.47	3.20			11
12	12-inch .do.	5	5.40		5.35	5.00			12
13	Hinges, heavy, strap:								
	8-inch .do.	13	1.74		1.74	1.62			13
14	10-inch .do.	9	2.68		2.88	2.55			14
15	12-inch .do.	8	3.38		3.55	3.30			15
16	Hinges, light, strap:								
	6-inch .do.	34	.79		.83	.77			16
17	8-inch .do.	19	1.12		1.17	1.08			17
18	10-inch .do.	11	1.60		1.64	1.50			18
19	12-inch .do.	4	2.20		2.35	2.15			19
20	Hinges, light, T:								
	6 inch .do.	8	.69		.73	.67			20
21	8-inch .do.	7	.91		.97	.85			21
22	10-inch .do.	1	1.32		1.45	1.25			22
23	Hooks, hat and coat, schoolhouse pattern, heavy .doz.	334	.29		.32	.27			23
24	Iron band, per 100 pounds:								
	1/8 by 3/4 .lbs.	370	5.10		.051	3.94	3.20		24
25	1/8 by 1 .do.	220	4.80		.048	3.64	3.05		25
26	1/8 by 1 1/4 .do.	400	4.70		.047	3.54	3.00		26
27	1/8 by 1 1/2 .do.	1,100	4.60		.046	3.44	2.95		27
28	1/8 by 1 3/4 .do.	650	4.60		.046	3.44	2.95		28
29	1/8 by 2 .do.	1,000	4.60		.046	3.44	2.95		29
30	1/8 by 3 .do.	350	4.60		.046	3.44	2.95		30
31	1/8 by 3 1/2 .do.	150	4.60		.046	3.44	2.95		31
32	1/8 by 1 .do.	270	4.70		.047	3.54	3.00		32
33	1/8 by 2 .do.	1,250	4.40		.044	3.24	2.85		33
34	1/8 by 3 .do.	250	4.40		.044	3.24	2.85		34
35	1/8 by 3 1/4 .do.	50	4.40		.044	3.24	2.85		35
36	1/8 by 3 1/2 .do.	150	4.40		.044	3.24	2.85		36
37	Iron boiler, 1/4-inch, per 100 pounds, pounds.	300	4.50		.05	4.24	5.00		37
38	Iron flat-bar, per 100 pounds:								
	1/2 by 1 .lbs.	20	5.00		.05	3.34	3.40		38
39	1/2 by 3/4 .do.	220	4.25		.044	2.84	2.90		39
40	1/2 by 1 .do.	1,120	3.50		.035	2.64	2.70		40
41	1/2 by 1 1/4 .do.	1,000	3.50		.035	2.64	2.70		41
42	1/2 by 1 1/2 .do.	700	3.50		.035	2.54	2.60		42
43	1/2 by 1 3/4 .do.	200	3.50		.035	2.54	2.60		43
44	1/2 by 2 .do.	950	3.50		.035	2.54	2.60		44

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—					Number.
			San Francisco.		Not stated.	San Francisco.		
			Charles E. Miller.	Henry E. Bothin.			Lawrence E. Van Winkle.		Andrew Carrigan.	Henry M. Holbrook.
	Iron, flat-bar, per 100 pounds:							
1	by 2 $\frac{1}{4}$ lbs..	100	3.50	2.60	2.54	.035	1	
2	by 2 $\frac{1}{2}$ do..	50	3.50	2.60	2.54	.035	2	
3	by 4..... do..	200	3.50	2.60	2.54	.035	3	
4	by 2..... do..	700	3.50	2.60	2.54	.035	4	
5	by 2 $\frac{1}{2}$ do..	250	3.50	2.60	2.54	.035	5	
6	by 2 $\frac{3}{4}$ do..	100	3.50	2.60	2.54	.035	6	
7	by 3 $\frac{1}{4}$ do..	550	3.50	2.60	2.54	.035	7	
8	by 3..... do..	200	5.00	.....	3.24	.05	8
9	by 3..... do..	100	4.25	2.90	2.74	.04 $\frac{1}{2}$	9	
10	by 1..... do..	100	4.00	2.80	2.74	.04	10	
11	by 1..... do..	1,150	3.25	2.60	2.54	.03 $\frac{1}{2}$	11	
12	by 1 $\frac{1}{4}$ do..	1,500	3.25	2.50	2.44	.03 $\frac{1}{2}$	12	
13	by 1 $\frac{1}{2}$ do..	500	3.00	2.40	2.34	.03	13	
14	by 2..... do..	300	3.00	2.40	2.34	.03	14	
15	by 2 $\frac{1}{2}$ do..	200	3.00	2.40	2.34	.03	15	
16	by 3..... do..	300	3.00	2.40	2.34	.03	16	
17	by 3 $\frac{1}{2}$ do..	100	3.00	2.40	2.34	.03	17	
18	by 3..... do..	500	3.00	2.40	2.34	.03	18	
19	by 3..... do..	100	3.00	2.40	2.34	.03	19	
20	by 3..... do..	25	4.00	2.80	2.74	.04	20	
21	by 1..... do..	970	3.25	2.60	2.54	.03 $\frac{1}{2}$	21	
22	by 1..... do..	1,200	3.00	2.40	2.34	.03	22	
23	by 1..... do..	600	3.00	2.40	2.34	.03	23	
24	by 2..... do..	900	3.00	2.40	2.34	.03	24	
25	by 2 $\frac{1}{4}$ do..	200	3.00	2.40	2.34	.03	25	
26	by 2 $\frac{1}{2}$ do..	550	3.00	2.40	2.34	.03	26	
27	by 1..... do..	2,000	3.00	2.40	2.34	.03	27	
28	by 2..... do..	2,000	3.00	2.40	2.34	.03	28	
29	by 2 $\frac{1}{2}$ do..	700	3.00	2.40	2.34	.03	29	
	Iron, half-round, per 100 pounds:							
30	$\frac{5}{8}$ -inch..... do..	350	4.50	3.30	3.24	.045	30	
31	$\frac{3}{4}$ -inch..... do..	300	4.50	3.10	3.04	.045	31	
32	1-inch..... do..	300	4.50	2.90	2.84	.045	32	
33	Iron, hoop, $\frac{1}{4}$ -inch, per 100 pounds. do..	200	5.00	3.25	3.84	.05	33	
34	Iron, Juniata sheet, galvanized, 28-inch, No. 25, per 100 pounds..... lbs.	200	6.00	.....	6.00	.....	α 5.50 34
35	Iron, oval, $\frac{1}{4}$ to 1 inch, assorted, per 100 pounds..... lbs.	125	5.50	.....	8.00	.....	35
	Iron, round, per 100 pounds:							
36	$\frac{1}{2}$ -inch..... do..	700	5.00	3.30	3.24	.05	36	
37	$\frac{5}{8}$ -inch..... do..	1,000	4.50	3.10	3.04	.045	37	
38	$\frac{3}{4}$ -inch..... do..	2,050	4.00	2.90	2.84	.04	38	
39	$\frac{7}{8}$ -inch..... do..	1,300	4.00	2.80	2.74	.04	39	

α 30-inch, No. 26.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—								Number.	
			San Francisco.			Not stated.		San Francisco.				
			Charles E. Miller.	Henry E. Bothin.	Maurice Block.	Harry Unna.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.	Alonzo A. Watkins.		Henry M. Holbrook.
	Iron, round, per 100 pounds:											
1	1/4-inch.....lbs..	3,700	3.50	2.70		.035		2.64			1	
2	3/8-inch.....do..	1,200	3.50	2.70		.035		2.64			2	
3	1/2-inch.....do..	3,800	3.25	2.60		.034		2.54			3	
4	3/4-inch.....do..	3,450	3.25	2.50		.034		2.44			4	
5	1-inch.....do..	1,250	3.25	2.50		.034		2.44			5	
6	1 1/2-inch.....do..	1,950	3.00	2.40		.03		2.34			6	
	Iron, sheet, per 100 pounds:											
7	1/8-inch thick.....lbs..	550	5.50	4.50		.05		.042	.041		7	
8	1/4-inch thick.....do..	350	5.00	4.00		.045		.042	.04		8	
9	No. 26.....do..	150	6.00			.055		.052	.045		9	
	Iron, square, per 100 pounds:											
10	1/4-inch.....lbs..	100	4.00	2.90		.04		2.84			10	
11	1/2-inch.....do..	1,000	3.50	2.70		.035		2.64			11	
12	3/4-inch.....do..	1,050	3.25	2.60		.034		2.54			12	
13	1-inch.....do..	600	3.25	2.50		.034		2.44			13	
14	1 1/2-inch.....do..	200	3.00	2.40		.03		2.34			14	
	Iron, Swede, per 100 pounds:											
15	by 1 inch.....lbs..	1,000	5.25	4.45		.05		4.19			15	
16	by 1 1/4 inch.....do..	1,200	5.25	4.45		.054		4.09			16	
17	by 2 inches.....do..	650	5.00	4.25		.05		3.99			17	
18	1 by 1.....do..	750	5.25	4.25		.05		3.99			18	
	Knives and forks, cocoa handle, with bolster, per pair, pairs.....	2,965			.09	.10	1.20	.08		.084	19	
20						.14	1.30	.09		.084	20	
21						.185	.044	.095			21	
22							.05				22	
	Knives:											
23	Butcher, 8-inch, cocoa handle, without bolster, dozen.....	20		2.10	2.25	2.50	2.00		4.25		23	
24	Carving, and forks, cocoa handle, per pair.....pairs..	78		.65	.69	.65	.50		.65		24	
25	Chopping, iron handles.....doz..	1			1.19		1.10			1.00	25	
26							1.60			.95	26	
27							.95				27	
28	Drawing, 10-inch, c. s., carpenter's, dozen.....	3	6.72			6.67	6.82				28	
29	Drawing, 12-inch, c. s., carpenter's, dozen.....	1	7.34			7.33	7.52				29	
30	Horseshoeing, doz..	23.50				3.50	3.70				30	

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—		
			San Francisco.		
			Charles E. Miller.	Ivory F. Littlefield.	Charles F. Tay.
1	Knives:				
2	Putty doz..	10		1.75	
3				1.55	
4	Skinning, 6-inch, cocoa handle, without bolster. doz.	7		1.20	
5	Ladles, melting, 3½-inch bowl do.	1	1.25		2.88
6	Latches, thumb, Roggen pattern, heavy do.	4	.38		
7	Lead, in pigs lbs.	150			.06
8	Locks:				
9	Closet, 3¼-inch, iron bolt, dead, 2 keys doz.	6	1.65		
10	Drawer, 2½ by 2 inches, iron, 2 keys do.	16	1.90		
11	Locks, mineral knob, iron bolt, 2 keys:				
12	Rim, 4 inches do.	16	2.30		
13	Rim, 4½ inches do.	13	4.15		
14	Rim, 5 inches do.	18	5.20		
15	Rim, 6 inches do.	11	7.45		
16	Mortise, 3½ inches do.	13	3.95		
17	Locks, pad, iron or brass, 3-tumbler, 2 keys each, assorted combination on each shipping order, doz.	34	3.90		
18					
19					
20					
21					
22					
23					
24	Locks, sash do.	35	.56		
25					
26	Mallets, carpenter's, hickory, round, 6 by 4 inches, doz.	6	1.60		
27	Nails, oxshoe, No. 5, per 100 pounds lbs.	155	9.25		
28			13.77		
29	Nails, wire, steel, per 100 pounds:				
30	3d do.	1,700	4.725		
31	4d do.	1,850	3.575		
32	6d do.	3,900	3.475		
33	8d do.	10,800	3.375		
34	10d do.	10,500	3.325		
35	12d do.	4,100	3.325		
36	20d do.	7,200	3.275		
37	30d do.	3,000	3.275		
38	40d do.	3,500	3.275		
39	60d do.	2,800	3.275		
40	Nails, wire, fence, steel, per 100 pounds:				
41	8d do.	1,000	3.375		
42	10d do.	1,800	3.325		
43	12d do.	700	3.325		
44	Nails, wire, finishing, steel, per 100 pounds:				
45	6d do.	1,300	3.725		
46	8d do.	1,700	3.625		
47	10d do.	1,400	3.525		
48	Nails, horseshoe, per 100 pounds:				
49	No. 6 do.	365	9.25		
50	No. 7 do.	520	9.25		
	No. 8 do.	455	9.25		

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Delivered in—										Number.
	San Francisco.			Not stated.	San Francisco.						
	Henry M. Holbrook.	Harry Unna.	Henry C. Bennett.	Andrew Carrigan.	Charles M. Yates.	Wakefield Baker.	Henry E. Bothin.	William H. Standart.	Lawrence E. Vanwinkle.		
1		1.55		1.50	1.50	1.25					1
2						1.50					2
3											3
4						1.40					4
5	1.00					2.00					5
6						.46					6
7	.06					.06					7
8						1.50					8
9						1.75					9
10			2.15			2.25					10
11						4.00					11
12						4.25					12
13						4.75					13
14						6.00					14
15						7.00					15
16			2.45			2.50					16
17						3.75					17
18						1.45					18
19						1.70					19
20						2.25					20
21						1.85					21
22						3.25					22
23						1.00					23
24			.30			.42					24
25						.32					25
26					2.63	1.50					26
27					.12	.11½					27
28											28
29				4.20	3.73	3.70	3.80				29
30				4.05	3.58	3.55	3.65				30
31				3.95	3.48	3.45	3.55				31
32				3.85	3.38	3.35	3.45				32
33				3.80	3.33	3.30	3.40				33
34				3.80	3.33	3.30	3.40				34
35				3.75	3.28	3.25	3.35				35
36				3.75	3.28	3.25	3.35				36
37				3.75	3.28	3.25	3.35				37
38				3.75	3.28	3.25	3.35				38
39				3.38	3.38	3.35	3.45				39
40				3.33	3.33	3.30	3.40				40
41				3.33	3.33	3.30	3.40				41
42				4.20	3.73	3.45	3.80				42
43				4.10	3.63	3.35	3.70				43
44				4.00	3.53	3.30	3.60				44
45					.12	.11½		.1386		17.00	45
46					.12	.11½		.1312		16.00	46
47					.12	.11½	10.00	.1240			47
48					.12	.11½					48
49					.12	.11½					49
50					.12	.11½					50

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—		
			San Francisco.		
			Charles E. Miller.	Augustus Kempkey.	Charles F. Tay.
1	Rasps, wood, flat:				
2	12-inch doz.	4	5.10		
3	14-inch do.	3	6.75		
4	Rasps, wood, half-round:				
5	12-inch do.	3	5.45		
6	14-inch do.	3	7.20		
7	Rivet sets:				
8	No. 2 do.	3	3.20		3.00
9	No. 3 do.	3	2.45		2.40
10	No. 7 do.	2	1.82		1.55
11	Rivets and burrs, copper:				
12	1/4-inch, No. 8 lbs.	28	.27	.275	
13	1/4-inch, No. 12 do.	22	.30	.32	
14	3/8-inch, No. 8 do.	42	.25	.275	
15	3/8-inch, No. 12 do.	17	.30	.32	
16	1/2-inch, No. 8 do.	72	.25	.275	
17	1/2-inch, No. 12 do.	44	.30	.32	
18	3/4-inch, No. 8 do.	60	.25	.275	
19	3/4-inch, No. 12 do.	30	.30	.32	
20	1-inch, No. 8 do.	50	.25	.275	
21	1-inch, No. 12 do.	23	.30	.32	
22	Rivets, iron, No. 8, flat-head:				
23	1/4-inch do.	12	.085		
24	3/8-inch do.	10	.085		
25	1/2-inch do.	5	.06 1/2		
26	1-inch do.	30	.06 1/2		
27	Rivets, iron, flat-head:				
28	3/8 by 2 inches do.	50	.06 1/2		
29	1/2 by 4 inches do.	20	.06 1/2		
30	3/4 by 1 1/2 inches do.	50	.06 1/2		
31	1/2 by 2 inches do.	80	.06		
32	3/4 by 2 1/2 inches do.	68	.06		
33	1/2 by 3 1/2 inches do.	78	.06		
34	3/4 by 4 inches do.	68	.06		
35	Rivets, tinned-iron, in packages of 1,000:				
36	10-ounce M.	4	.08		.08
37	12-ounce do.	3	.08 1/2		.09
38	16-ounce do.	3	.08 1/2		.11
39	24-ounce do.	6	.13		.14
40	32-ounce do.	10	.16		.18
41	Rules, boxwood, 2-foot, four-fold, full brass bound doz.	10	3.10		
42	Saw blades, butcher's, bow, 20-inch do.	2	3.40		
43	Saw clamps, 9-inch jaw No.	20	.51		
44	Saw sets:				
45	For crosscut saws doz.	2	10.60		
46	For handsaws do.	3	7.85		
47	Saws:				
48	Back (or tenon) 12-inch do.	1	11.25		
49	Bracket do.	1/2	10.65		
50	Buck, framed, complete, 30-inch blade do.	1	7.85		
51	Saws, circular, crosscut:				
52	26-inch No.	1			
53	30-inch do.	4			

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Delivered in—						Number.	
	San Francisco.		Not stated.	San Francisco.				
	Henry M. Holbrook.	Thomas R. Hayes.	Edward H. Horton.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.		Alonzo A. Watkins.	Harry Unna.	Henry C. Bennett.
1				5.40	5.35	6.08	1	
2				7.30	7.05	8.00	2	
3				5.70	5.70	6.50	3	
4				7.85	7.55	8.64	4	
5	2.18			3.00	3.10		5	
6	1.70			2.40	2.55		6	
7	1.10			1.75	1.87		7	
8		.30		.275	.265		8	
9		.33		.319	.315		9	
10		.30	.26 1/2	.275	.265		10	
11		.33	.30	.319	.315		11	
12		.30	.26 1/2	.275	.265		12	
13		.33	.30	.319	.315		13	
14		.30	.26 1/2	.275	.265		14	
15		.33	.30	.319	.315		15	
16		.30	.26 1/2	.275	.265		16	
17		.33	.30	.319	.315		17	
18							18	
19							19	
20							20	
21							21	
22				.096			22	
23				.096			23	
24				.093			24	
25				.093			25	
26				.093			26	
27				.093			27	
28				.093			28	
29	.08					.09	29	
30	.09					.11	30	
31	.105					.13	31	
32	.13					.17	32	
33	.18					.22	33	
34				3.00	3.25		34	
35				3.25	3.40		35	
36				6.00	6.30		36	
37				7.50			37	
38				12.00			38	
39				12.00	10.78		39	
40				10.50			40	
41				7.50	7.70		41	
42				5.50			42	
43				11.00	11.60		43	
44				10.50	11.20		44	
45				7.50	7.75	5.00	45	
46					7.70		46	
47					9.90		47	

a Each.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—Continued.	Quantity awarded.	Delivered in—	
			E. D. Page.	Charles E. Miller.
			San Francisco.	
Saws, crosscut, with handles:				
1	5-foot	No. 23		1.82
2	6-foot	do. 70		2.17
3	7-foot	do. 2		2.37
Saws, hand, 26-inch:				
4	6 to 8 points to the inch	do. 6		13.50
6	7 to 9 points to the inch	do. 8		13.50
8	8 to 10 points to the inch	do. 3		13.50
Saws:				
10	Keyhole, 12-inch compass	do. 4		3.70
12	Meat, butcher's, bow, 20-inch	do. 1		9.25
13	Rip, 28-inch, 5 points	do. 2		15.00
Scales:				
14	Butcher's, dial face, spring balance, square dish, 30-pound, by ounces	do. 2	5.00	
15	Counter, 62-pound	do. 1	4.80	
Scales, hay and cattle, standard platform:				
16	6-ton	do. 2	112.50	
18	10-ton	do. 2	120.00	
19	Scales, platform, counter, 240-pound	do. 1	6.60	
Scales, platform, drop-lever, on wheels:				
20	1,000-pound	do. 2	25.00	
21	1,500-pound	do. 1	39.45	
22	Scissors, ladies', 6-inch, c. s., full size, good quality	do. 34		
Screw-drivers, steel blade:				
24	6-inch	do. 6		1.40
25	8-inch	do. 3		1.90
26	10-inch	do. 4		2.75
Screws, bench:				
27	Wrought-iron, 1½-inch	No. 6		.53
28	Wood, 2½-inch	do. 6		.32
Screws, wood, iron:				
29	¼-inch, No. 4	gross. 28		.11
30	¼-inch, No. 5	do. 11		.11
31	¼-inch, No. 5	do. 23		.13
32	¼-inch, No. 6	do. 17		.135
33	¼-inch, No. 7	do. 45		.145
34	¼-inch, No. 8	do. 36		.15
35	¼-inch, No. 8	do. 38		.162
36	¼-inch, No. 9	do. 36		.162
37	¼-inch, No. 9	do. 70		.185
38	¼-inch, No. 10	do. 52		.192
39	¼-inch, No. 10	do. 70		.22
40	¼-inch, No. 11	do. 23		.235
41	¼-inch, No. 9	do. 4		.22
42	¼-inch, No. 11	do. 40		.26
43	¼-inch, No. 12	do. 30		.28
44	¼-inch, No. 12	do. 20		.305
45	¼-inch, No. 13	do. 7		.33
46	2-inch, No. 13	do. 16		.39
47	2-inch, No. 14	do. 16		.42
48	2½-inch, No. 14	do. 5		.445
49	2½-inch, No. 15	do. 2		.481
50	2½-inch, No. 14	do. 12		.46

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Delivered in—						Number.
	William Rennie.	Harry Unna.	Henry C. Bennett.	Andrew Carrigan.	San Francisco.		
					Not stated.	San Francisco.	
				a 1.75	1.80		1
				b 2.13	2.18		2
				c 2.30	2.40		3
					13.00	12.00	4
						11.25	5
					13.00	12.00	6
						11.25	7
					13.00	12.00	8
						11.25	9
		1.75	2.45	3.50	2.00		10
					3.05		11
					8.00		12
				18.00	14.25		13
						2.80	14
				4.70		6.35	15
				7.00			
				90.00		95.00	16
						70.00	17
				150.00		155.00	18
				8.00		8.40	19
				20.00		24.00	20
				27.60		29.00	21
			5.00		3.00	2.40	22
					4.00		23
						1.40	24
				1.10		1.90	25
				1.50		2.80	26
				1.65			
						.53	27
					d .50	.33	28
					e .31		
				.11½	.12	.10	.17
				.12	.12	.10	.18
				.125	.13	.11	.19
				.135	.14	.12	.20
				.151	.16	.13	.23
				.165	.17	.14	.25
				.17	.17	.15	.26
				.18	.17	.15	.26
				.195	.20	.17	.29
				.215	.21	.19	.32
				.225	.23	.20	.33
				.25	.23	.21	.36
				.23	.22	.20	.33
				.271½	.27	.24	.39
				.29	.27	.25	.42
				.32	.31	.28	.46
				.35	.34	.31	.50
				.41	.37	.35	.58
				.45	.42	.39	.65
				.47	.44	.41	.67
				.53	.49	.46	.76
				.50	.45	.43	.71

a 23 only.

b 70 only.

c 2 only.

d 6 only.

e 12 only.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.
	Screws, wood, iron:	
1	2½-inch, No. 15.....gross	6
2	3-inch, No. 16.....do.	10
3	3-inch, No. 18.....do.	7
4	Shears, 8-inch, c. s., trimmer's, straight, full size, good quality.....doz.	16
5		
6	Shoes, horse, light, assorted, front and hind, per 100 pounds:	
7	No. 0.....lbs.	600
8	No. 1.....do.	2,600
9	No. 2.....do.	3,200
10	No. 3.....do.	3,600
11	No. 4.....do.	2,800
12	No. 5.....do.	1,200
13	No. 6.....do.	450
	Shoes, mule, per 100 pounds:	
14	No. 2.....do.	150
15	No. 3.....do.	300
16	Shoes, ox, No. 2, per 100 pounds.....do.	50
17	Shovels, fire, hand.....doz.	50
18		
19	Sieves, iron, wire, 18-mesh, tin frames.....do.	4
20	Spirit levels, with plumb, 30-inch.....do.	2
21	Spoke pointers, adjustable.....No.	24
22	Springs, door, spiral, heavy.....doz.	9
	Squares:	
23	Bevel, sliding, T, 10-inch.....do.	2
24	Framing, steel, 2 inches wide.....do.	5
25		
26	Panel, 15-inch.....do.	1
27	Try, 4½-inch.....do.	2
28	Try and miter, 7½-inch.....do.	3
29	Try, 10-inch.....do.	2
30	Staples, wrought iron, 3 inches long.....do.	75
	Steel, cast, bar:	
31	by 3 inches.....lbs.	200
32	by 1 inch.....do.	45
	Steel, cast, octagon:	
33	¾-inch.....do.	90
34	¾-inch.....do.	365
35	¾-inch.....do.	400
36	¾-inch.....do.	700
37	1-inch.....do.	1,000
	Steel, cast, square:	
38	¾-inch.....do.	5
39	¾-inch.....do.	25
40	¾-inch.....do.	200
41	¾-inch.....do.	125
42	1-inch.....do.	400
43	1½-inch.....do.	350
44	2-inch.....do.	200
	Steel, plow:	
45	by 4 inches.....do.	100
46	by 5 inches.....do.	100
47	by 6 inches.....do.	800

under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Delivered in—							Number.
	San Francisco.		Not stated.	San Francisco.				
	Charles E. Miller.	Harry Urna.	Henry C. Bennett.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.	Charles F. Tay.		Henry E. Bothin.
	.54		.565	.52	.49	.81		1
	.64		.70	.64	.51	1.02		2
	.80		.87	.79	.76	1.28		3
		1.90		4.80	3.60			4
		7.00		4.25				5
				5.00				6
	3.70			a .04½	4.00	5.14		7
	3.70			a .04½	4.00	5.14		8
	3.70			a .04½	4.00	4.89		9
	3.70			a .04½	4.00	4.89		10
	3.70			a .04½	4.00	4.89		11
	3.70			a .04½	4.00	4.89		12
	3.70			a .04½	4.00	4.89		13
				a .04½	5.00	5.89		14
	4.65			a .04½	5.00	5.89		15
				a .04½	.065	12.50		16
		.36		.60	.85		.40	17
		.72					.95	18
		1.20			1.50		1.90	19
	8.05			5.00	8.30			20
	.72			c .67	.69	.60		21
	2.00		1.15	3.00	3.15			22
								23
	2.71			2.60	2.70			24
	6.39			6.30	6.56			25
				7.20				26
					5.00			27
	1.38			1.35	1.40			28
	3.40			3.25	3.38			29
	2.65			2.60	2.82			30
	.05			.065	.07			31
		.10		.10		b 8.90	9.00	32
		.09		.09		b 7.90	8.00	33
				.10		b 8.90	9.00	34
		.095		.095		b 8.40	8.50	35
		.09		.09		b 7.90	8.00	36
		.09		.09		b 7.90	8.00	37
		.10		.09		b 7.90	8.00	38
		.095		.10		b 8.90	9.00	39
		.09		.095		b 8.40	8.50	40
		.09		.09		b 7.90	8.00	41
		.09		.09		b 7.90	8.00	42
		.09		.09		b 7.90	8.00	43
		.09		.09		b 7.90	8.00	44
		.09		.09		b 7.90	8.00	45
	4.25			.04		.04		46
	4.25			.04		.04		47
	4.25			.04		.04		48

a Per pound.

b Per 100 pounds.

c 24 only.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—						Number.
			San Francisco.	Not stated.	San Francisco.				
					Charles E. Miller.	Andrew Carrigan.	Lawrence E. Van Winkle.	Wakefield Baker.		Alonzo A. Watkins.	Harry Unna.	Henry C. Bennett.
1	Steel, spring: ¾ by 1 inch..... lbs..	50	4.95	.04	4.49				1
2	¾ by 1½ inches..... do..	100	4.75	.04	4.49				2
3	¾ by 1¾ inches..... do..	175	4.75	.04	4.49				3
4	¾ by 1¾ inches..... do..	150	4.75	.04	4.49				4
5	¾ by 2 inches..... do..	150	4.75	.04	4.49				5
6	Steels, butchers', 12-inch, stag handle..... doz..	4				10.20	11.00		6
7	Stocks and dies, blacksmiths': To cut 1 inch to ¾ inch, L. H., and 1 inch to ½ inch, R. H., 6 taps and 3 dies each..... No..	8				4.70			7
8	To cut ¾ inch to ⅝ inch, L. H., and ½ inch to ¼ inch, R. H., 6 taps and 3 dies each..... No..	12				2.45			8
9	Swage blocks, blacksmiths', per lb., No.....	2			.04	.05			9
10	Tacks, iron wire, brass head, upholsterers', size No. 143, per M..... M..	40	.53			.54	.37		10
11	Tacks, cut, full half weight, per dozen papers: 4-ounce..... papers..	420	.135			.125	.15		11
12	6-ounce..... do..	450	.16½			.15	.18	.18	12
13	8-ounce..... do..	530	.20			.18	.22	.22	13
14	10-ounce..... do..	500	.235			.22	.26	.26	14
15	12-ounce..... do..	350	.27			.25	.30		15
16	Tape measures, 75-foot, leather case, dozen.....	2	7.60	7.50		7.80			16
17	Tire shrinkers..... No..	5		18.00					17
18	Toe calks, steel: No. 1..... lbs..	150			.065	5.45			19
19	No. 2..... do..	300			.065	5.45			20
20	No. 3..... do..	325			.065	5.45			21
21	Trowels: Brick, 10½-inch..... doz..	2	7.82	7.70		7.78			22
22	Plastering, 10½-inch..... do..	2	9.30	9.25		9.40			23
23	Tuyères (twears), iron, duck's-nest pattern, single, No. 2, heavy..... No..	15			1.25	.48			24
24	Vises, blacksmiths', solid box, per pound: 6-inch jaw..... No..	9	a8.55		.12½	.09			25
25	4-inch jaw..... do..	1	a5.35		.12½	.09			26
26	Vises, 4-inch jaw: Carpenters', oval slide..... No..	8	2.78	4.00		3.10			27
27	Gunsmiths', parallel filers..... do..	1				2.75			28
28	Washers, iron: For ¾-inch bolt..... lbs..	130	.07½	.10½	9.20	.07			29
29	For ½-inch bolt..... do..	140	.07	.095	8.40	.062			30
30	For ¾-inch bolt..... do..	235	.06	.085	7.50	.055			31
31	For ¾-inch bolt..... do..	300	.04½	.07½	6.20	.042			32
32	For ¾-inch bolt..... do..	275	.04½	.06½	5.80	.037			33
33	For ¾-inch bolt..... do..	275	.04½	.06½	5.80	.037			34
34	For 1-inch bolt..... do..	325	.04½	.06½	5.80	.037			34

a Each.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—						Number.
			San Francisco.		Not stated.	San Francisco.			
			Charles E. Miller.	Henry M. Holbrook.	Andrew Carrigan.	Wakefield Baker.	Lawrence E. Van Winkle.	Harry Unna.	
	Wedges, wood choppers', solid steel, per pound:								
1	5-pound.....No..	46	.065	.....	.065	.06	5.70	.....	1
2	6-pound.....do..	170	.065	.....	.065	.06	5.70	.....	2
3	7-pound.....do..	100	.065	.....	.065	.06	5.70	.....	3
4	Well wheels, 10-inch.....do..	9	.25	.25	.45	.30	.....	.....	4
	Wire, annealed:								
5	No. 16 gauge.....lbs..	155	.....	.05	.....	.....	.....	.....	5
6	No. 20 gauge.....do..	110	.....	.08	.....	.....	.....	.....	6
7	No. 24 gauge.....do..	100	.....	.10	.....	.....	.....	.....	7
	Wire, bright, iron:								
8	No. 3 gauge.....lbs..	120	.....	.04	.....	.....	.....	.....	8
9	No. 6 gauge.....do..	10	.....	.04	.....	.....	.....	.....	9
10	No. 8 gauge.....do..	10	.....	.04	.....	.....	.....	.....	10
11	No. 10 gauge.....do..	50	.....	.04 ¹ / ₂	.....	.....	.....	.....	11
12	No. 12 gauge.....do..	35	.....	.04 ³ / ₄	.....	.....	.....	.....	12
13	No. 14 gauge.....do..	100	.....	.05	.....	.....	.....	.....	13
14	No. 16 gauge.....do..	25	.....	.055	.....	.....	.....	.....	14
15	No. 18 gauge.....do..	50	.....	.06	.....	.....	.....	.....	15
16	Wire cloth, for screens, painted, sq. ft.....	14,600	.....	.01 ¹ / ₂	.0155	1.35	.....	.....	16
	Wire, 2 points, barbed, galvanized; main wires not larger than 12 ¹ / ₂ gauge, barbs not larger than 13 ¹ / ₂ gauge; samples in 1-rod lengths required:								
17	For hog fence; space between barbs not to exceed 3 inches.....lbs..	3,500	3.975	.....	3.99	.0395	.....	.....	17
18						.0405	.....	.....	18
19						.0415	.....	.....	19
20	For cattle fence; space between barbs not to exceed 5 inches.....lbs..	116,500	3.975	.....	3.99	.0395	.....	.....	20
21						.0405	.....	.....	21
22						.0415	.....	.....	22
23	Wire-fence staples, 1 ¹ / ₂ -inch, steel, galvanized.....lbs..	5,500	3.975	.....	3.99	.0395	.....	.....	23
24	Wire-fence stretchers.....No..	44	.36	.....	.....	.40	.....	.....	24
	Wrenches, screw, black:								
25	8-inch.....doz..	4	1.95	2.50	2.70	2.90	2.80	.....	25
26	10-inch.....do..	4	2.35	3.00	3.25	3.40	3.50	.....	26
27	12-inch.....do..	5	2.85	3.75	3.75	4.10	4.00	.....	27
28	15-inch.....do..	2	3.95	6.00	6.48	7.00	6.50	.....	28

Abstract of proposals received and contracts awarded in San Francisco, Cal., etc.—Cont'd.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—					Number.
			San Francisco.			Not stated.	San Francisco.	
			Charles E. Miller.	Charles F. TAY.	Henry M. Holbrook.			
PLUMBERS', STEAM AND GAS FITTERS' TOOLS, FITTINGS, AND SUPPLIES.								
1	Blast furnace, combination, hot blast, complete with fire pot.....No..	4		6.00	4.55		1	
2				4.50			2	
3	Cement, gas fitters', in 5-pound packages. lbs..	35		.15	.06		3	
4	Cutters, pipe, 3-wheel: To cut $\frac{1}{2}$ to 1 inch.....No..	5	1.15	1.30		2.00	4	
5	To cut $\frac{1}{2}$ to 2 inches.....do..	15	1.41	1.65		2.70	5	
6	Ladles, melting: 4-inch.....do..	5	.105	.27			6	
7	8-inch.....do..	3					7	
8	Pliers, gas: 6-inch.....do..	5	.16³	.50	.25		8	
9	12-inch.....do..	7		.35	.75		9	
10	Ratchets, sleeve: Handles, 10 inches long.....do..	4	3.50			4.70	10	
11	Handles 17 inches long.....do..	2	5.50			7.20	11	
12	Reamers, pipe, $\frac{1}{2}$, $\frac{3}{4}$, 1, 1 $\frac{1}{4}$, 1 $\frac{1}{2}$, 2-inch.....do..	10	.90				12	
13	Stocks and dies (solid): $\frac{1}{2}$ to 1-inch.....do..	7	3.40	3.75	3.75	5.25	3.61	13
14	$\frac{1}{2}$ to 2 inches.....do..	9	4.60	4.95	5.00	7.00	5.00	14
15	Taps, pipes, $\frac{1}{2}$, $\frac{3}{4}$, 1, 1 $\frac{1}{4}$, 1 $\frac{1}{2}$, 2-inch.....do..	37		.90	.70		.78	15
16								16
17								17
18								18
19								19
20								20
21	Vise, pipe, malleable iron, to hold $\frac{1}{2}$ to 2-inch pipe.....No..	13	2.75	3.20	4.25		4.60	21
22				2.25				22
23	Wrenches, pipe: 8-inch.....do..	24	.80	.90	1.00	.90	.85	23
24	18-inch.....do..	20	1.60	1.80	2.25	1.80	1.68	24
PIPE FITTINGS.								
25	Bibbs, lever handle, plain, finished, for iron pipe: $\frac{1}{2}$ -inch.....No..	24		.71	.55	.64	.58	25
26	$\frac{3}{4}$ -inch.....do..	54		1.08	.85	.97	.98	26
27	1-inch.....do..	75		1.63	1.25	1.46	1.32	27
28	Bibbs, compression, plain, finished, for iron pipe: $\frac{1}{2}$ -inch.....No..	44		.54	.45	.49	a.44	28
29	$\frac{3}{4}$ -inch.....do..	69		.83	.75	.75	a.68	29
30	1-inch.....do..	54		1.54	1.30	1.39	a.1.25	30
31	Boiler elbows, with unions, malleable iron, bent, male: $\frac{1}{2}$ -inch.....No..	9			.22	.28		31
32	1-inch.....do..	9		.60	.33			32
33	Boiler coupling, with unions, malleable iron, straight, male: $\frac{1}{2}$ -inch.....No..	8		.22	.22			33
34	1-inch.....do..	9		.35	.22			34
35	Bushings, malleable iron: $\frac{1}{2}$ by $\frac{3}{4}$ inch.....do..	120		.02 $\frac{1}{2}$	.016	.025		35
36	$\frac{1}{2}$ by 1 inch.....do..	142		.033	.02	.03		36
37	$\frac{1}{2}$ by 1 $\frac{1}{2}$ inches.....do..	100		.039	.028	.035		37
38	$\frac{1}{2}$ by 1 $\frac{1}{2}$ inches.....do..	80		.05	.036	.045		38
39	Caps, malleable iron, black: $\frac{1}{2}$ inch.....do..	22		.02 $\frac{1}{2}$	.01$\frac{1}{2}$	.02		39
40	1-inch.....do..	40		.036	.028	.03 $\frac{1}{2}$		40
41	1-inch.....do..	65		.054	.04$\frac{1}{2}$	.049		41
42	1 $\frac{1}{2}$ -inch.....do..	45		.072	.056	.065		42
43	1 $\frac{1}{2}$ -inch.....do..	22		.095	.07$\frac{1}{2}$	.085		43
44	2-inch.....do..	40		.144	.11$\frac{1}{2}$	.13		44

a No sample.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—			Number.
			San Francisco.		Not stated.	
			Charles F. Fay.	Henry M. Holbrook.	Andrew Carrigan.	
	Caps, malleable, iron, galvanized:					
1	$\frac{1}{4}$ -inch.....No..	25	.036	.028		1
2	$\frac{3}{8}$ -inch.....do..	42	.054	.04 $\frac{1}{2}$		2
3	1-inch.....do..	35	.08	.063		3
4	1 $\frac{1}{2}$ -inch.....do..	25	.10	.077		4
5	1 $\frac{3}{4}$ -inch.....do..	27	.135	.105		5
6	2-inch.....do..	12	.234	.18 $\frac{5}{8}$		6
	Couplings, wrought-iron:					
7	$\frac{1}{4}$ -inch.....do..	62	.039	.036	.035	7
8	$\frac{3}{8}$ -inch.....do..	70	.055	.048	.05	8
9	1-inch.....do..	148	.072	.068	.065	9
10	1 $\frac{1}{2}$ -inch.....do..	50	.094	.088	.085	10
11	1 $\frac{3}{4}$ -inch.....do..	47	.116	.10	.104	11
12	2-inch.....do..	105	.154	.15 $\frac{1}{2}$	.139	12
	Couplings, wrought-iron, galvanized:					
13	$\frac{1}{4}$ -inch.....do..	45	.055	.048	.05	13
14	$\frac{3}{8}$ -inch.....do..	90	.072	.068	.065	14
15	1-inch.....do..	60	.10	.104	.089	15
16	1 $\frac{1}{2}$ -inch.....do..	22	.133	.14	.125	16
17	1 $\frac{3}{4}$ -inch.....do..	6	.176	.17 $\frac{1}{2}$	.159	17
18	2-inch.....do..	86	.22	.22	.198	18
	Couplings, R. & L., malleable iron, black:					
19	$\frac{1}{4}$ -inch.....do..	12	.054	.048		19
20	$\frac{3}{8}$ -inch.....do..	22	.072	.064		20
21	1-inch.....do..	72	.103	.09 $\frac{1}{2}$		21
22	1 $\frac{1}{2}$ -inch.....do..	30	.135	.12		22
23	1 $\frac{3}{4}$ inch.....do..	4	.153	.14		23
24	2-inch.....do..	37	.24 $\frac{3}{4}$	.22		24
	Couplings, R. & L., malleable iron, galvanized:					
25	$\frac{1}{4}$ -inch.....do..	3	.063	.056		25
26	$\frac{3}{8}$ -inch.....do..	20	.09	.08		26
27	1-inch.....do..	20	.135	.12		27
28	1 $\frac{1}{2}$ -inch.....do..	13	.20 $\frac{1}{2}$	.18		28
29	1 $\frac{3}{4}$ -inch.....do..	10	.27	.22		29
	Crosses, malleable iron, black:					
30	$\frac{3}{8}$ -inch.....do..	23	.08	.063	.073	30
31	1-inch.....do..	30	.135	.105	.122	31
32	1 $\frac{1}{2}$ -inch.....do..	1	.18	.14	.17	31
33	1 $\frac{3}{4}$ -inch.....do..	17	.27	.21	.24 $\frac{1}{2}$	33
34	2-inch.....do..	30	.405	.315	.365	34
	Crosses, malleable iron, galvanized:					
35	$\frac{1}{4}$ inch.....do..	12	.09	.07	.081	35
36	$\frac{3}{8}$ -inch.....do..	11	.135	.105	.12 $\frac{1}{2}$	36
37	1-inch.....do..	15	.20 $\frac{1}{2}$	.15 $\frac{3}{4}$	.18 $\frac{1}{2}$	37
38	1 $\frac{1}{2}$ -inch.....do..	12	.27	.21	.24 $\frac{1}{2}$	38
39	2-inch.....do..	12	.675	.525	.61	39

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—				Number.
			San Francisco.		Not stated.		
			Charles F. Tay.	Henry M. Holbrook.	Andrew Carrigan.		
	Elbows, malleable-iron, black:						
1	$\frac{1}{4}$ -inch No..	50	.086	.045	.028	.04	1
2	$\frac{3}{8}$ -inch do..	120	.05	.059	.04	.05 $\frac{1}{2}$	2
3	1-inch do..	225	.08	.10	.063	.089	3
4	$1\frac{1}{4}$ -inch do..	60	.10	.126	.077	.11 $\frac{1}{2}$	4
5	$1\frac{1}{2}$ -inch do..	60	.135	.167	.105	.15	5
6	2-inch do..	75	.225	.24 $\frac{3}{4}$	.175	.22 $\frac{1}{2}$	6
	Elbows, malleable-iron, galvanized:						
7	$\frac{1}{4}$ -inch do..	63	.05	.059	.04	.05 $\frac{1}{2}$	7
8	$\frac{3}{8}$ -inch do..	165	.06 $\frac{3}{4}$	.08	.05$\frac{1}{2}$	.07 $\frac{3}{8}$	8
9	1-inch do..	175	.11 $\frac{1}{2}$	.135	.08$\frac{3}{4}$	.12 $\frac{3}{8}$	9
10	$1\frac{1}{4}$ -inch do..	75	.153	.194	.12	.17 $\frac{1}{4}$	10
11	$1\frac{1}{2}$ -inch do..	55	.225	.25 $\frac{1}{2}$	.175	.227	11
12	2-inch do..	125	.36	.396	.28	.357	12
	Elbows, R. & L., malleable-iron, black:						
13	$\frac{1}{4}$ -inch do..	20	.059	.....	.04$\frac{1}{2}$	.....	13
14	$\frac{3}{8}$ -inch do..	30	.077	.....	.06	.....	14
15	1-inch do..	40	.13	.....	.08$\frac{3}{4}$	.....	15
16	2-inch do..	12	.325	.....	.23	.....	16
	Elbows, R. & L., malleable-iron, galvanized:						
17	$\frac{1}{4}$ -inch do..	5	(*)	.....	.....	.....	17
18	$\frac{3}{8}$ -inch do..	13	(*)	.....	.....	.....	18
19	1-inch do..	20	(*)	.....	.....	.....	19
20	$1\frac{1}{4}$ -inch do..	10	(*)	.....	.....	.....	20
21	$1\frac{1}{2}$ -inch do..	10	(*)	.....	.....	.....	21
22	2-inch do..	6	(*)	.....	.....	.....	22
	Elbows, malleable-iron, black, side outlet:						
23	$\frac{1}{4}$ -inch do..	12	.054	.....	.04$\frac{1}{2}$	.....	23
24	$\frac{3}{8}$ -inch do..	17	.10	.....	.063	.....	24
25	1-inch do..	17	.135	.....	.105	.....	25
26	$1\frac{1}{4}$ -inch do..	3	.20 $\frac{1}{2}$	.....	.15$\frac{1}{2}$	.....	26
27	2-inch do..	20	.45	.....	.35	.....	27
	Nipples, shoulder, wrought-iron, black:						
28	$\frac{1}{4}$ -inch do..	45	.02 $\frac{1}{2}$	.....	.016	.02	28
29	$\frac{3}{8}$ -inch do..	55	.02 $\frac{3}{4}$	.....	.02	.025	29
30	1-inch do..	70	.033	.....	.024	.03	30
31	$1\frac{1}{4}$ -inch do..	30	.05	.....	.036	.045	31
32	$1\frac{1}{2}$ -inch do..	40	.055	.....	.04	.05	32
33	2-inch do..	70	.07 $\frac{1}{2}$	.....	.05$\frac{1}{2}$	.064	33
	Nipples, shoulder, wrought-iron, galvanized:						
34	$\frac{1}{4}$ -inch No..	35	.02 $\frac{3}{4}$	.....	.02	.025	34
35	$\frac{3}{8}$ -inch do..	60	.033	.....	.024	.03	35
36	1-inch do..	135	.05	.....	.036	.045	36
37	$1\frac{1}{4}$ -inch do..	40	.07 $\frac{1}{2}$	.....	.05$\frac{1}{2}$	.064	37
38	$1\frac{1}{2}$ -inch do..	60	.08 $\frac{1}{2}$	.....	.06	.074	38
39	2-inch do..	105	.11	.....	.08	.099	39

* No bids.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—				Number.
			San Francisco.		Not stated.		
			Charles F. Tay.	Henry E. Bothin.	Henry M. Holbrook.	Andrew Carrigan.	
Pipe, wrought-iron, black:							
1	½-inch.....feet..	300			.057	.057	1
2	¾-inch.....do.	500		.06½	.064	.064	2
3	1-inch.....do.	600		.091	.091	.09½	3
4	1½-inch.....do.	830		.12½	.1235	.1235	4
5	2-inch.....do.	400		.15	.151	.1510	5
6		3,600			.2015	.2015	6
Pipe, wrought-iron, galvanized:							
7	½-inch.....do.	600			.0885	.0885	7
8	¾-inch.....do.	1,400			.10	.10	8
9	1-inch.....do.	1,600			.138	.138	9
10	1½-inch.....do.	1,000			.191	.191	10
11	2-inch.....do.	500			.233	.233	11
12		1,700			.31½	.31½	12
Pipe, lead, per pound:							
13	½-inch.....do.	65	.07		.065		13
14	¾-inch.....do.	6	.07		.07		14
15	1-inch.....do.	6	.07		.07		15
16	1½-inch.....do.	65	.07		.065		16
Plugs, cast-iron, black:							
17	½-inch.....doz.	10	.13½			.12	17
18	¾-inch.....do.	10	.20½			.18	18
19	1-inch.....do.	13	.264			.24	19
20	1½-inch.....do.	8	.33			.30	20
21	2-inch.....do.	6	.468			.42	21
22		10	.66			.60	22
Plugs, cast-iron, galvanized:							
23	½-inch.....do.	2	.264			.24	23
24	¾-inch.....do.	5	.396			.36	24
25	1-inch.....do.	2	.528			.48	25
26	1½-inch.....do.	1	.66			.60	26
27	2-inch.....do.	3	1.32			.84	27
Reducers, malleable-iron, black:							
28	½ by ¾ inch.....do.	3	.648		.49	.60	28
29	¾ by 1 inch.....do.	3	.924		.58	.68	29
30	1 by 1½ inches.....do.	3	.96		.75	.88	30
31	1½ by 2 inches.....do.	2	1.512		1.17	1.36	31
32		2	2.16		1.68	1.94	32
Reducers, malleable-iron, galvanized:							
33	½ by ¾ inch.....do.	3	.90		.72		33
34	¾ by 1 inch.....do.	5	1.464		1.14		34
35	1 by 1½ inches.....do.	4	1.89		1.47		35
36	1½ by 2 inches.....do.	5	2.43		1.90		36
37		4	4.05		3.15		37

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS NO. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—				Number.	
			San Francisco.		Not stated.	San Francisco.		
			Charles F. Tay.	Henry M. Holbrook.	Andrew Carrigan.	Wakefield Baker.		
	Stopcocks, brass, steam:							
1	3/4-inch..... No..	30	.52	.....	.....	.46	.40	1
2	1-inch..... do..	30	.68	.....	.....	.60	.54	2
3	1 1/4-inch..... do..	20	1.00	.....	.....	.91	.82	3
4	1 1/2-inch..... do..	11	1.40	.....	.....	1.25	1.13	4
5	2-inch..... do..	20	2.25	.....	.....	2.00	1.83	5
6	Straps, tinned, for 3/4, 1, 1 1/4, 1 1/2, and 2 inch pipe..... gross..	5	.....	.....	.....	2.00	.....	6
	Tees, malleable iron, black:							
7	3/4-inch..... No..	60	.045	.059	.035	.051	.....	7
8	1-inch..... do..	84	.059	.07 1/2	.046	.065	.....	8
9	1 1/4-inch..... do..	145	.09	.11 1/2	.07	.10	.....	9
10	1 1/2-inch..... do..	55	.11 1/2	.15 3/4	.08 3/4	.14	.....	10
11	2-inch..... do..	35	.16 1/2	.20 1/2	.126	.18	.....	11
12	2-inch..... do..	75	.27	.29 1/2	.21	.26 1/2	.....	12
	Tees, malleable iron, galvanized:							
13	3/4-inch..... No..	25	.059	.077	.05 1/2	.069	.....	13
14	1-inch..... do..	100	.07 1/2	.104	.07	.093	.....	14
15	1 1/4-inch..... do..	100	.11 1/2	.17	.119	.154	.....	15
16	1 1/2-inch..... do..	65	.15 3/4	.24 1/2	.168	.22 1/2	.....	16
17	2-inch..... do..	25	.20 1/2	.315	.224	.28 1/2	.....	17
18	2-inch..... do..	70	.29 1/2	.495	.35	.445	.....	18
	Tees, four-way, malleable iron, black:							
19	3/4-inch..... No..	6	.063	.....	.049	.....	.....	19
20	1-inch..... do..	9	.09	.....	.07	.....	.....	20
21	1-inch..... do..	15	.15 1/2	.....	.12 1/2	.....	.....	21
22	2-inch..... do..	†12	.....	.....	.....	.....	.....	22
	Tees, four-way, malleable iron, galvanized:							
23	3/4-inch..... No..	25	.135	.....	.....	.....	.....	23
24	1-inch..... do..	6	.24 3/4	.....	.....	.....	.....	24
25	1 1/4-inch..... do..	6	.33 3/4	.....	.....	.....	.....	25
26	2-inch..... do..	†12	.....	.....	.....	.....	.....	26
	Valves, gate, high pressure:							
27	3/4-inch..... No..	10	.83	.....	.....	.69	.58	27
28	1-inch..... do..	25	1.10	.....	.....	.89	.78	28
29	1-inch..... do..	55	1.37	.....	.....	1.24	1.10	29
30	1 1/4-inch..... do..	12	1.93	.....	.....	1.73	1.55	30
31	1 1/2-inch..... do..	22	2.75	.....	.....	2.47	2.20	31
32	2-inch..... do..	40	4.13	.....	.....	3.70	3.35	32

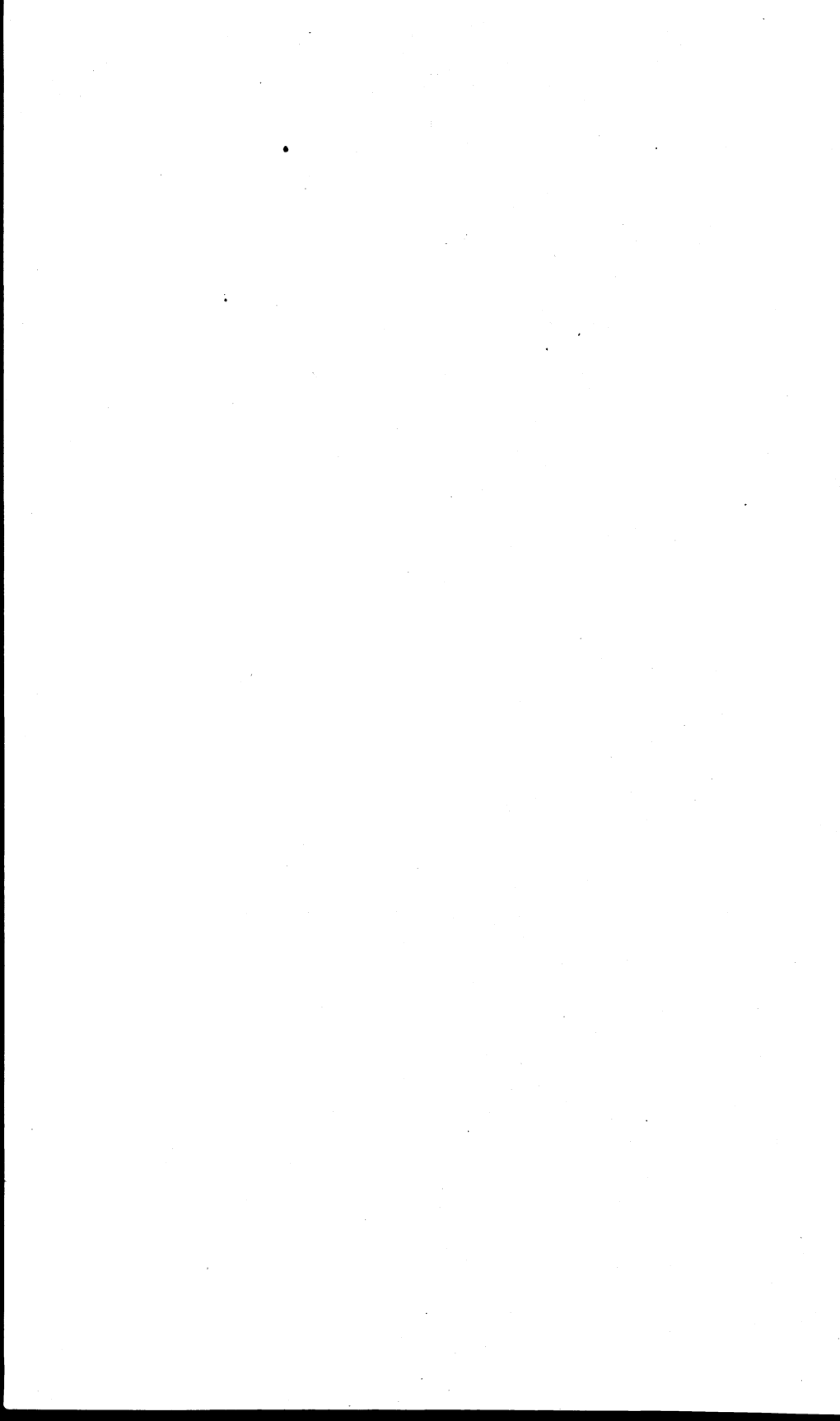
† No bid.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 15, 1899, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in—								Number.
			San Francisco.						Not stated.	San Francisco.	
			Charles E. Miller.	Charles F. Tay.	Aubrey T. Dunbar.	Gorham Rubber Co.	Harry Unna.	Andrew Carrigan.				Bowers Rubber Co.	Wakefield Baker.
Valves, globe, high pressure:											
1	1/2-inch.....No.	45		.45				.405		.36	1
2	1/2-inch.....do	35		.60				.51		.46	2
3	1-inch.....do	55		.81				.73		.65	3
4	1 1/4-inch.....do	25		1.14				1.02		.91	4
5	1 1/2-inch.....do	3		1.58				1.42		1.27	5
6	2-inch.....do	30		2.39				2.14		1.93	6
HOSE GOODS.											
Couplings, hose:											
7	1/2-inch.....No.	40	.045	.07	.10	.07		.09		.095	7
8	1/2-inch.....do	30	.30		.40	.30		.45		.40	8
9	1 1/4-inch.....do	6	.43		.57	.45		.63		.56	9
10	2-inch.....do	13	.72		.95	.75		1.08		.97	10
Hose, rubber, garden,											
11	3/4-inch.....feet.	1,400	.055		.085	.04	.04 1/2		.07	.09	11
12					.105	.06	.06 1/2		.08		12
13					.125	.08	.07 3/4		.10		13
14						.10					14
Hose, cotton, rubber-lined:											
15	1 1/4-inch.....feet.	2,800	.15		.18	.13			.11 1/2		15
16					.225	.18			.14		16
17						.22					17
18	1 1/2-inch.....do	300	.17		.20	.15			.14		18
19					.25	.20			.16		19
20						.25					20
21	2-inch.....do	525	.21		.24	.18			.16		21
22					.30	.24			.20		22
23						.30					23
Nozzles, hose, screw:											
24	3/4-inch.....No.	25	.23		.35	.25		.30		.32	24
25	1 1/4-inch.....do	30	.72		.85	.60		.90		.80	25
26	1 1/2-inch.....do	8	.90		1.00	.75		1.12		1.00	26
27	2-inch.....do	10	1.50		1.50	1.20		1.71		1.50	27
28	2 1/2-inch.....do	4	3.00		3.00	2.30				3.00	28



PROPOSALS RECEIVED AND CONTRACTS AWARDED IN
WASHINGTON, D. C., UNDER ADVERTISEMENTS
OF JULY 18 AND SEPTEMBER 20, 1899,

FOR

FURNISHING COAL AND DRIED FRUIT

FOR

THE INDIAN SERVICE.

FOR FISCAL YEAR 1900.

Abstract of proposals received and contracts awarded in Washington, D. C.,

[NOTE.—Figures in large type denote rates

COAL.

Number.	Points of delivery.	Kind of coal called for.	Quantity offered.	Quantity awarded.	Louis Zeckendorf & Co.	Shirley Christie.	James W. Benham.
1	Casa Grande (for Pima Agency and School)..... Ariz.	Blacksmith's	3	3	a 22.40		
2	Tucson (for San Xavier Papagoes) Ariz.	Blacksmith's	4	(*)	a 20.00		
3	Phoenix School..... Ariz.	Soft lump	400	50	b 10.50	19.50	
4		Blacksmith's	400	350		6.25	
5			1		c 25.00	f 30.00	
6			1			f 30.00	
7	Fort Lew's School..... Colo.	Soft lump	600	600			
8	Grand Junction School..... Colo.	Soft	250	250			
9							
10	Ignacio Subagency..... Colo.	Soft furnace	10	10			
11		Blacksmith's	4	4			
12	Navajo Springs Agency..... Colo.	Soft furnace	10	10			
13	Fort Hall Agency..... Colo.	Soft	100				
14	Fort Hall Agency (for school)..... Colo.	Soft	300				
15	Fort Hall Agency..... Colo.	Blacksmith's	3				
16	Fort Hall School..... Colo.	Soft	300				
17		Soft	300	300			
18		Blacksmith's	1				
19	Ross Fork (f. o. b. for Fort Hall Agency), Colo.	Soft	100				
20			100	100			
21	Sac and Fox School..... Iowa	Hard	20	20			
22		Soft	50	50			
23		Soft	150	150			
24	Kickapoo School..... Kans.	Soft	150	150			

* No award.
 a Georges Creek Cumberland blacksmith's.
 d Soft lump. } Coal mined at Gallup, N. Mex., and that designated as soft lump is the best to be had there. Slack coal comes from same place and is used here almost entirely for steam purposes.
 e Slack steam coal. }
 f Blacksmith's. }
 g F. o. b. Phoenix, Gallup engine coal.
 h Gallup lump coal.
 i Soft Ute lump.
 j Castle Gate lump.
 k Winter-quarters lump.
 l Ute blacksmith's.
 m At bins of the agency.
 n Rock Springs, Wyo.
 o Cumberland blacksmithing.
 p Hard range.
 q Hocking Valley.
 r Soft Iowa nut.

under advertisement of July 18, 1899, for furnishing coal for the Indian Service.

at which contracts have been awarded.]

COAL.

Alex. Bowie.	Samuel E. Herr.	John Cunningham.	Louis C. Jakway.	Edwin L. Carpenter.	Clarence H. Mayo.	Diamond Coal and Coke Co.	Blackfoot Lumber Co.	Manley E. Dudley.	Samuel I. Paschal.	Jess R. Lasswell.	Jacob E. Winterscheidt.	Joseph H. Kinneer.	Number.
													1
g 6.65													2
h 7.15													3
													4
													5
	3.25	3.00	1.99	j 3.25 k 3.00	2.40								6
													7
													8
													9
													10
													11
													12
						m 6.50							13
						m 6.50							14
						m 6.50							15
							n 6.95						16
													17
							m 6.50						18
													19
													20
													21
													22
													23
													24
													25
													26
													27
													28
													29

s August, 1899, and May, 1900.
 t September, 1899.
 u October, November, December, 1899, and March, 1900.
 v January and February, 1900.
 w April, 1900.
 x June, 1900.
 y Iowa block.
 z Osage shaft.
 1 Iowa block coal delivered at the Mission School on Kickapoo Reserve, near German town.
 2 September, October, 1899, April, May, and June, 1900, Iowa block.
 3 November, 1899, to March, 1900, inclusive.
 4 Soft lump.
 } Iowa block, Numa screened lump coal.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rates

COAL—Continued.

Number.	Points of delivery.	Kind of coal called for.	Quantity offered.		Quantity awarded.		Andrew J. Griffin.	James J. Russell.	The Wear Coal Co.	Jess R. Lasswell.	Melzar J. Schermerhorn.
			Tons.	Tons.							
1	Lawrence School..... Kans..	Soft	2,000	2,000	a 2.55	d2.55			e2.90		
2					b2.55				f2.60		
3									g2.00		
4	Pottawatomie School.. Kans..	Blacksmith...	35	35	c 5.10						
5		Soft	300	300					h5.22		4.85
6									i5.11		
7									j5.27		
8	Pottawatomie shops.. Kans..	Hard	30	30					k5.47		9.25
9		Blacksmith...	3	3					l12.63		8.24
10	Mount Pleasant School, Mich.....	Soft	600	600					m12.77		
11									n		
12	Morris School..... Minn..	Hard	80	80							
13	Pipestone School..... Minn..	Soft	300	300							
14		Hard	20	20							
15	Browning (for Blackfeet Agency)..... Mont..	Soft.....	20	20							
16		Blacksmith...	10	10							
17	Crow Agency..... Mont..	Soft lump....	1,000	1,000							
18	Fort Shaw (for school), Mont.....	Soft lump....	600	600							
19		Blacksmith...	2								

* Awarded to be delivered at the agency.

a Frontenac nut, or equal; Frontenac said to be best.

b Riverside lump.

c Blossburg, or equal.

d Frontenac nut at school building on the grounds.

e Best Shaker screened Weir City, Pittsburg, or Frontenac, Kans., lump coal.

f Same as above, but nut coal.

g Same as above, but steam slack coal.

h Best Iowa block or Weir City nut.

i Osage shaft.

j Lexington lump.

k Weir lump.

l Centerville, Iowa, block.

m Pennsylvania anthracite. } Bid is for delivery at Nadeau, Kans., in the bins. Awarded for delivery at the Pottawatomie School and shops.

n Smithing.

advertisement of July 18, 1899, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Arthur T. Wright.	Saginaw Coal Co.	Thomas N. Nordue.	Henry T. Harrison.	William R. Kennedy.	Thomas A. Wimans.	Fred L. Chapman.	Sylvester Stewart.	Edward A. Conway.	Orville P. Nason.	Joseph H. Sherburne.	Victor White.	Robert Cameron.	E. A. Robertson.	Number.
														1
														2
														3
														4
														5
														6
														7
														8
														9
o 10.10														10
p 10.25														11
	q 2.50	t 3.15	u 2.95	v 2.85	w 2.85	x 2.60								12
					y 2.80	z 2.40								13
														14
														15
														16
														17
														18
														19
														20
														21
														22
														23
														24
														25
														26

o Lehigh Valley anthracite.

p Piedmont blacksmithing.

q Blossburg blacksmithing.

r Anthracite.

s Saginaw Coal Company's shaft.

t Genuine Pocahontas, semibituminous, run of mine grade.

u Soft Jackson Hill.

v Soft Hocking.

w Jackson Hill.

x Hocking Valley.

y St. Charles Somers.

z St. Charles, Mich.

1 Saginaw.

2 Sebawaing.

3 St. Charles or Saginaw.

4 Egg, nut, and stove, or

5 Furnace.

6 Lehigh stove, hard, in bins at school.

7 Hard stove.

8 Wellington, Ill., lump.

9 Hard, as called for.

10 Wellington lump.

11 Third vein Lasalle, Ill., screened lump.

12 Hocking Valley lump.

13 Lehighbridge.

14 Sheridan lump, mines at Sheridan, Wyo., f. o. b. cars at Crow Station.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rate

COAL—Continued.

Number.	Points of delivery.	Kind of coal called for.	Quantity offered.		George G. Squires.	Centerville Block Coal Co.
			Tons.	Tons.		
1	Genoa School.....Nebr..	Soft lump	1,000		a 4.98	
2					b 4.33	
3	Genoa, on cars.....Nebr..	Soft lump	1,000	1,000	a 4.58	c 4.24
4					b 3.93	
5	Great Nemaha School.....Nebr..	Soft	30	30		
6	Hope School.....Nebr.	Hard	60	60		
7	Omaha and Winnebago Agency.....Nebr..	Hard	20			
8		Soft	20			
9	Omaha School.....Nebr..	Hard	20	20		
10		Soft	10	10		
11	Winnebago Agency.....Nebr..	Hard	10	10		
12		Blacksmith	4	4		
13	Omaha (for Genoa School).....Nebr..	Soft lump	1,000		a 3.26	e 2.92
14					b 2.61	
15	Rushville (for Pine Ridge).....Nebr..	Blacksmith	20			
16		Soft	800			
17	Santee Agency and School.....Nebr..	Hard	42	42		
18		Soft	150	150		
19	Santee Agency.....Nebr..	Blacksmith	3			
20	Santee Poncas.....Nebr..	Blacksmith	1			
21	Santee Poncas Day School.....Nebr..	Hard	6	6		
22	Valentine (for Rosebud).....Nebr..	Hard	140			
23		Soft	650	650		
24		Blacksmith	5			
25	Carson School.....Nev..	Soft	60	60		
26	Wadsworth (for Nevada School).....Nev..	Blacksmith	5	*		
27	Albuquerque School.....N. Mex..	Hard	75	75		
28		Soft	500	500		
29	Dulce (for Jicarilla).....N. Mex..	Soft	40	40		
30		Blacksmith	5	5		
31	Pueblo.....N. Mex..	Soft	6	6		
32	Sante Fe School.....N. Mex..	Soft	300	300		
33		Blacksmith	1	1		

* No award.

a On cars. Missouri or Iowa lump coal.

b On cars. Iowa mine run coal (this mine run is mostly lump—very little small coal.)

c Southern Iowa lump.

d Screened lump or egg from Hanna, Wyo., in cars on M. P. side track.

e Walnut block lump; mined near Centerville, Iowa, f. o. b. Same grade of coal as furnished last year.

f Cherokee lump coal; mined near Weir City, Kans.

g Iowa block.

h Hocking lump.

advertisement of July 18, 1899, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Dyer O. Clark.	Lester T. Sunderland.	Jess R. Lasswell.	Edward A. Conway.	John Brown.	Alfred L. Maryott.	Oswald A. Patzold.	Edwin L. Carpenter.	Edward Barber.	Fred D. Marshall.	William H. Hahn.	Jacob H. Crist.	Charles W. Dudrow.	Number.
													1
													2
d 5.00	e 4.00												3
	f 4.69												4
		g 5.95											5
			10.05	j 9.75									6
			11.50										7
			h 8.65										8
					u 10.85								9
					v 8.00								10
					w 9.00								11
													12
	e 2.65												13
	f 3.25												14
			9.50										15
			7.90										16
			11.15	j 10.50		n 3.75							17
			8.15	k 7.30									18
			9.75	l 11.00									19
				m 12.55									20
			10.30										21
			7.45			n 4.00							22
			9.05										23
													24
							o 11.50						25
								26.70					26
									q 7.50				27
								s 4.90	r 5.40				28
										t 2.75			29
										3.00			30
											4.00		31
											4.00		32
											12.00		33

i Blossburg smithing.

j Hard as called for.

k Hocking Valley soft

l Blacksmith.

m Hard egg.

n Glen Rock lump, Wyo., (f. o. b.).

o Castle Gate lump, Utah.

p F. o. b. Cumberland stone coal.

q Cerrillos anthracite.

r Cerrillos bituminous

s Crescent Coal Company's soft lump from Gallup mines.

t Screened lump bituminous.

u Thirty tons hard egg, stove, or nut, at either the Omaha School or Winnebago Agency, at \$10.85.

v Ten tons soft Hocking Valley lump, at Omaha School, at \$8.

w Four tons Blossburg smithing, at Winnebago Agency, at \$9.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rates

COAL—Continued.

Number.	Points of delivery.	Kind of coal called for.	Quantity		Fred L. Chapman.
			offered.	awarded.	
			Tons.	Tons.	
1	Fort Totten School..... N. Dak.	Hard.....	100	100	<i>a</i> 10.50
2	Standing Rock Agency and School..... N. Dak.	Hard.....	175	175	
3	Standing Rock Agency..... N. Dak.	Blacksmith.....	15	15	
4	Anadarko (for Kiowa Agency)..... Okla.	Soft.....	10	10	
5		Blacksmith.....	8	8	
6	Fort Sill School..... Okla.	Soft.....	30	30	
7	Rainy Mountain School..... Okla.	Soft.....	6	6	
8	Cheyenne and Arapahoe Agencies and Schools, Oklahoma.....	Soft.....	480	480	
9	Chillico School..... Okla.	Soft.....	1,200	1,200	
10					
11	Pawnee Agency..... Okla.	Blacksmith.....	3		
12	Ponca Agency..... Okla.	Blacksmith.....	3		
13		Hard.....	8		
14	Ponca School..... Okla.	Soft.....	100	100	
15	Otoe Agency and School..... Okla.	Soft.....	80	80	
16	Seeger School..... Okla.	Soft.....	40	40	
17	Weatherford (for Seeger School)..... Okla.	Soft.....	40		
18	Armour (for Yankton Agency and School)..... S. Dak.	Hard.....	95		
19		Soft.....	50		
20		Blacksmith.....	10		
21	Chamberlain School..... S. Dak.	Hard.....	125		
22		Hard.....	40	40	<i>r</i> 9.70
23		Hard.....	85	85	<i>s</i> 9.45
24	Chamberlain (for L. Brule)..... S. Dak.	Hard.....	280		
25		Blacksmith.....	4		
26		Soft.....	75		
27	Chamberlain (for C. Creek)..... S. Dak.	Hard.....	150		
28		Soft.....	85		
29		Blacksmith.....	35		
30					

a Egg, nut, and stove.*b* Best Scranton anthracite, any size, sacked.*c* Blossburg, sacked.*d* McAlester lump, in bulk, at bins, at Anadarko.*e* Piedmont blacksmith, sacked, at bins, at Anadarko.*f* McAlester.*g* Weir City lump.*h* Weir City lump, or Pittsburg, Kans., screened lump, free from impurities.*i* Best shaker screened Weir City, Pittsburg, or Frontenac lump coal.

advertisement of July 18, 1899, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Charles P. Blunt.	Albert B. Snow.	William Busby.	Charles S. Keith.	Thos. P. Kelso.	The Wear Coal Co.	William E. Thomas.	Leonard C. Jackson.	Fred S. Cragin.	William W. Foster.	Edward A. Conway.	James W. Sausford.	Lester H. Clow.	Number.
													1
<i>b</i> 14.90													2
<i>c</i> 14.00													3
	<i>d</i> 9.00												4
	<i>e</i> 15.00												5
	<i>p</i> 10.00												6
	<i>p</i> 15.00												7
		<i>f</i> 5.25											8
			<i>g</i> 3.32	<i>h</i> 3.35	<i>i</i> 3.50	<i>l</i> 3.50	<i>m</i> 3.15	<i>n</i> 3.70					9
					<i>k</i> 2.50								10
								14.00	14.00				11
								13.00	13.00				12
								13.50	13.50				13
								5.60	5.75				14
								5.70	5.90				15
													16
													17
													18
										9.55			19
										6.60			20
										8.20			21
										<i>q</i> 10.30			22
											<i>t</i> 9.34		23
											<i>s</i> 9.09	<i>u</i> 9.75	24
													25
													26
										9.95			27
										8.70			28
										7.10			29
										8.70			30

j Same as above, but nut coal.*k* Same as above, but steam-slack coal.*l* Frontenac screened lump.*m* Frontenac screened nut.*n* Blossburg.*o* Pennsylvania anthracite.*p* McAlester lump.*q* As called for.*r* Stove or egg.*s* Furnace.*t* Hard, egg size.*u* Scranton, egg, nut, or stove.*v* Hocking lump.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rates

COAL—Continued.

Number.	Points of delivery.	Kind of coal called for.	Quantity offered.	Quantity awarded.	Fred L. Chapman.
1	Cheyenne River Agency and School	S. Dak. Hard	Tons. 235	Tons. 235	a 11.25
2	Cheyenne River School	S. Dak. Soft	150		
3			20	20	f 8.00
4	Cheyenne River Agency	S. Dak. Blacksmith ..	6	6	h 10.60
5					
6					
7					
8	Crow Creek Agency and School	S. Dak. Hard	85		
9		Soft	85	85	
10	Crow Creek Agency	S. Dak. Hard	150	150	
11		Soft	40		
12	Crow Creek School	S. Dak. Blacksmith ..	5	5	
13		Hard	110		
14	Grace School	S. Dak. Soft	35	30	
15	Flandreau School	S. Dak. Hard	30	100	i 8.45
16		Hard	100	100	o 8.20
17		Soft	800	800	s 3.30
18					t 5.15
19					
20					
21	Lower Brule Agency and School	S. Dak. Blacksmith ..	1		y 7.40
22		Hard	280		
23			180	180	
24			100	100	
25		Soft	75	75	
26					
27	Pine Ridge Agency	S. Dak. Blacksmith ..	4	4	
28	Pine Ridge Schools	S. Dak. Soft	20	800	
29			800		
30					
31					

a Egg, nut, or stove, in car with other coal.
 b Scranton, nut or stove size.
 c Hard, stove, nut, or egg size or mixed, if desired.
 d Hard, stove.
 e Hocking, lump.
 f Hocking Valley, screened, in car with other coal.
 g Hocking Valley, soft.
 h Blacksmiths', in car with other coal.
 i All hard, delivered at Gettysburg.
 j Blacksmiths', delivered at Gettysburg.
 k All Hocking, delivered at Gettysburg.

l Hard, egg, nut, or stove size.
 m Hard, egg.
 n Hard, egg and nut.
 o Furnace.
 p Scranton, hard.
 q Stove or nut size.
 r Hocking Valley.
 s Hocking Valley, screened.
 t Hocking Valley, unscreened.
 u Hocking Valley, Powells Run, or Sunday Creek, soft.

advertisement of July 18, 1899, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Lester H. Clow.	J. Arthur Lake.	Edward A. Conway.	James W. Sanford.	Samuel Y. Hyde.	Chaney R. Lamb.	Morgan J. Williams.	George P. Comer.	Oswald A. Patzold.	Number.
b 11.50	c 11.35	d 10.00							1
		d 13.00							2
	g 8.25	e 9.65							3
	h 9.50	k 6.65							4
		l 11.75							5
		m 8.75							6
		n 13.00							7
			g 8.09						8
			l 10.80						9
									10
		m 12.15							11
		e 9.30							12
		h 10.90							13
		i 12.15							14
		j 9.30							15
		k 12.15							16
q 8.65		l 12.15							17
		n 9.30		p 9.22	z 9.24				18
x 5.45		z 8.80							19
		r 6.30		u 5.95	v 15.99				20
		r 5.80		v 5.10	w 25.16				21
				w 4.50	x 34.52				22
				x 10.00	y 10.00				23
									24
									25
									26
									27
									28
									29
									30
									31

v Wilmington, soft.
 w Iowa, soft.
 x Hocking Valley, screened lump.
 y Blacksmiths', in car with soft coal.
 z Hard delivered at Flandreau, S. Dak.
 1 600 tons Hocking Valley, soft, delivered at Flandreau, S. Dak.
 2 600 tons Wilmington, soft, delivered at Flandreau, S. Dak.
 3 600 tons Iowa, soft, delivered at Flandreau, S. Dak.

4 Hard, size nut.
 5 Egg size.
 6 Indiana block, soft.
 7 Blossburg blacksmith.
 8 Southern Iowa, soft lump.
 9 Southern Iowa, fancy steam nut.
 10 Wyoming, soft lump.
 11 Sheridan or Glen Rock, Wyo., screened lump.
 12 Glen Rock lump coal delivered in bins at school.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rates

COAL—Continued.

Number.	Points of delivery.	Kind of coal called for.	Quantity offered.		Fred L. Chapman.	Edward A. Conway.
			Tons.	Tons.		
1	Pierre School.....S. Dak.	Soft	450			a 5.70
2			400	400		
3						
4			50	50		f 7.90
5	Rapid City School.....S. Dak.	Soft.....	150	150		f 9.95
6	Rosebud Agency and School.....S. Dak.	Hard.....	140	140	j 12.35	j 13.30
7	Rosebud School.....S. Dak.	Soft.....	650		k 9.60	f 10.45
8					l 9.35	
9		Blacksmith...	5		n 10.45	12.05
10		Hard.....	50			
11	Rosebud Agency.....S. Dak.	Hard.....	90			
12	Sisseton School.....S. Dak.	Hard.....	168	168	j 8.85	j 10.45
13						q 8.85
14		Soft.....	35	35	k 5.70	m 7.55
15					l 5.45	r 5.95
16	Yankton Agency and School.....S. Dak.	Hard.....	95	95		j 12.55
17		Soft.....	50	50		f 9.60
18	Yankton Agency.....S. Dak.	Blacksmith...	10	10		11.20
19	Lac du Flambeau School.....Wis.	Hard.....	75	75		
20		Blacksmith...	4	4		
21	Vermillion Lake School.....Wis.	Hard.....	150	150		
22	Shoshone Agency.....Wyo.	Soft.....	550	550		
23		Soft.....	400			
24	Shoshone Northern (Arapahoes).....Wyo.	Soft.....	150			

a 400 tons What Cheer, Iowa; 50 tons Hocking, lump.
 b Southern Iowa, lump; delivered at Pierre, S. Dak., on cars.
 c Centerville, Iowa, block lump.
 d Iowa, lump (Forbush).
 e Iowa, lump (Pe Kay).
 f Hocking, lump.
 g Hocking Valley, screened lump.
 h Glen Rock, Wyo., lump, at school in bins.
 i Hanna, lump.
 j Hard, as called for.

advertisement of July 18, 1899, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

C. M. Leedy.	George F. Comer.	Oswald A. Patzold.	Centerville Block and Coal Co.	Lester H. Clow.	Fred C. Van Dusen.	Charles E. Floete.	John Brown.	Charles C. Pickard.	Charles C. Oppel.	William K. Link.	Austin M. Bance.	George A. Isaacs.	Edson A. Earle.	Thomas Dunne.	Number.
															1
			b 4.85	e 5.05	d 5.30										2
					e 5.25										3
	i 6.75			g 6.90	f 7.00										4
		h 5.75													5
															6
	m 11.33	k 9.00													7
															8
	o 19.19														9
	p 15.15														10
	p 19.19														11
															12
															13
															14
															15
						j 12.19	j 13.80								16
						m 9.09	m 10.65								17
						11.70	13.00								18
											s 7.75				19
												5.10			20
											s 7.25	t 7.50			21
															22
											7.25	5.25	7.50		23
													7.00		24

k Hocking Valley, screened.
 l Hocking Valley, unscreened.
 m Hocking Valley, soft.
 n In cars with soft coal.
 o Blossburg smithing.
 p Anthracite, hard.
 q Delivered at Sisseton School.
 r Hocking Valley, delivered at Sisseton School.
 s Hard, stove size.
 t Hard, egg size.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote the rates

APPLES, DRIED.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Rollin A. Keyes.
1	Chicago Ill..	Pounds. 89,600	Pounds. 89,600	* a 7.875
2	Chicago Railroad Terminal	89,600		
3	St. Louis Mo..	89,600		
4	New York City N. Y..	89,600		
5				
6				
7				
8				

PEACHES, DRIED.

9	Chicago Ill..	72,900	72,900	* k 8.00
10	St. Louis Mo..	72,900		
11	New York City N. Y..	72,900		
12				

PRUNES, DRIED.

13	Chicago Ill..	99,300	99,300	n 4.875
14	St. Louis Mo..	99,300		
15	New York City N. Y..	99,300		
16				
17	New York Warehouse	99,300		
18				
19				
20				

* Bid is on quantity called for "only."

a Sample marked A.

b In 50-pound boxes.

c Sample 5. } In double bags, 100 pounds net. Offer holds good only until 2 o'clock p. m. of October

d Sample 6. } 20, 1899.

e Sliced. } Our bid is intended to supply 89,600 pounds or more, as required by specifications.

f Quarters. } Dried apples of either sample No. 25 or No. 50 at either New York, Chicago, or St.

g In sacks; 50-pound boxes 25 cents per 100 pounds additional.

h In 50-pound boxes, strapped.

i In 100-pound double bags, as per sample.

j Double sacks of 100 pounds.

advertisement of September 20, 1899, for furnishing fruit (dried) for the Indian Service.

at which contracts have been awarded.]

APPLES, DRIED.

Henry B. Steele.	Joseph Wallenstein.	William S. Ryan.	George W. Teasdale.	John J. O'Rourke.	William L. Jahring.	Reid, Murdoch & Co.	Number.
* b 8.875	e 6.375 f 6.25						1
		c 8.75 d 9.00					2
	e 6.375 f 6.25		g 8.25				3
	f 6.25 g 6.125			* { h 8.63 i 8.75	j 9.00		4
							5
							6
							7
							8

PEACHES, DRIED.

b 8.875			g 8.00			l 7.50	9
				* { h 9.125 i 9.125	m 8.875		10
							11
							12

PRUNES, DRIED.

* b 6.875			g 5.00			l 4.50	13
				* { h 5.375 i 5.375	o 4.69		14
		p 5.125					15
		p 5.00					16
		p 4.625					17
		p 4.875					18
							19
							20

k Sample marked B.

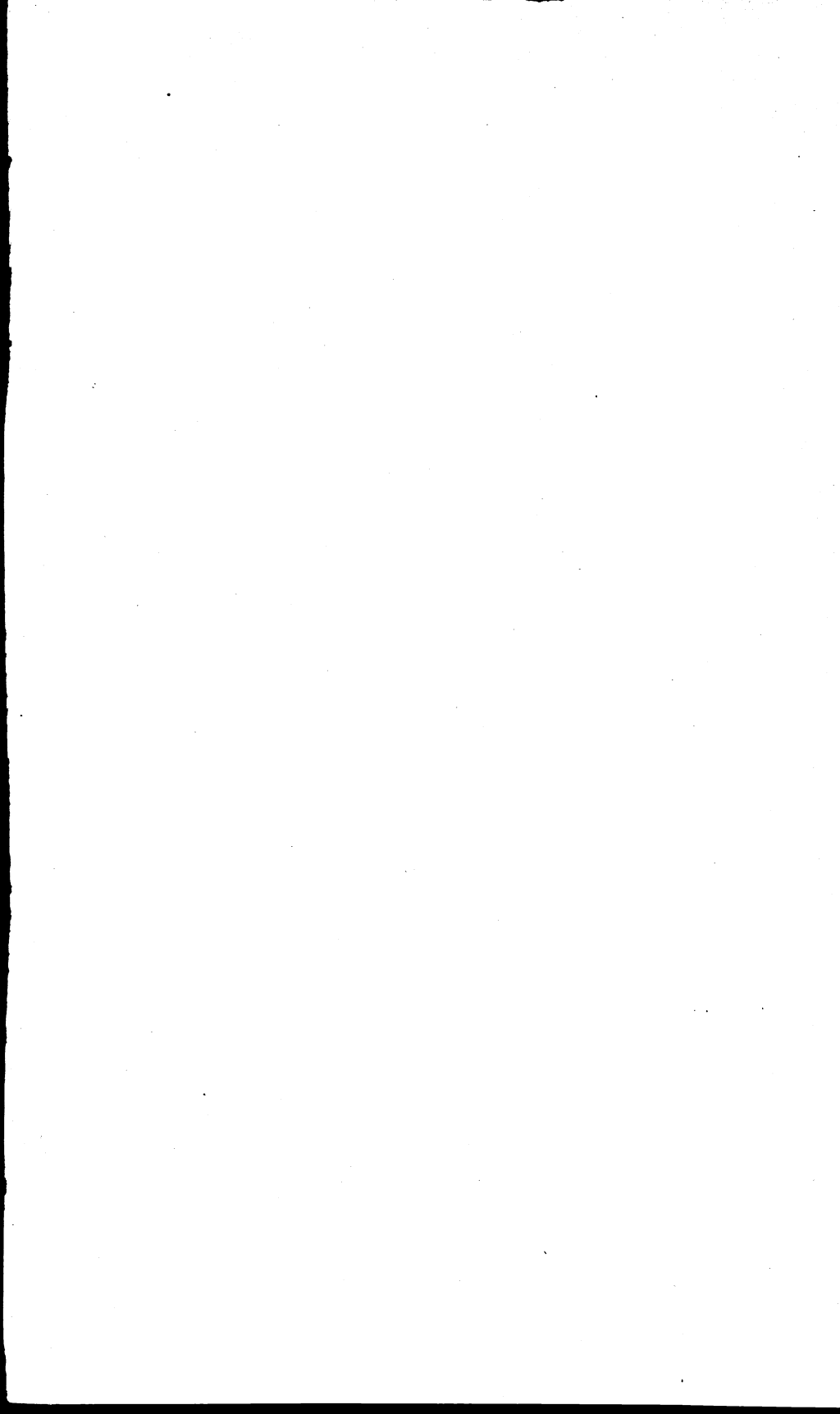
l Evaporated.

m Double sacks, 85 pounds.

n Sample marked 70-80.

o Double sacks, 90 pounds.

p Packed in double bags, 100 pounds net. Also offers prunes packed in 40-pound tin pails, hermetically sealed, at \$1.25 per 100 pounds additional, packed 2 per crate, weighing 103 pounds gross; tare, 23 pounds; net, 80 pounds.



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