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United States. Office of Indian Affairs
Washington, D.C.: G.P.O., [1903]

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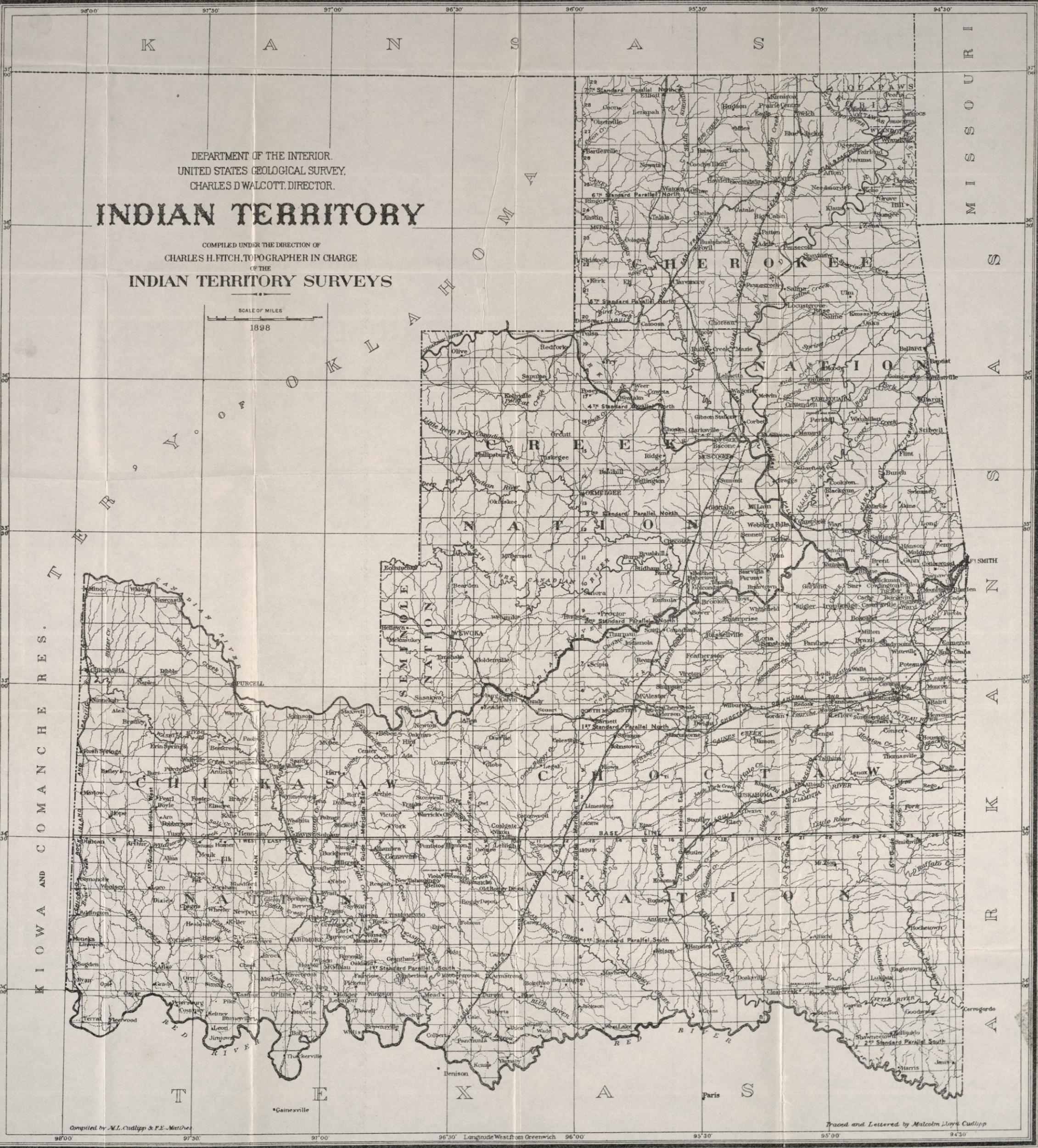
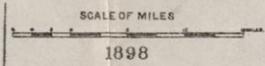
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REPORT OF THE COMMISSION TO THE FIVE
CIVILIZED TRIBES

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



Compiled by M.L. Cullip & F.E. Matthes

Traced and Lettered by Malcolm Lloyd Cullip

LETTER OF TRANSMITTAL.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
Muscogee, Ind. T., September 30, 1903.

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, 1903.

Very respectfully,

TAMS BIXBY, *Chairman.*

The SECRETARY OF THE INTERIOR.

COMMISSION TO THE FIVE CIVILIZED TRIBES.

TAMS BIXBY, of Minnesota.

THOMAS B. NEEDLES, of Illinois.

CLIFTON R. BRECKINRIDGE, of Arkansas.

WILLIAM E. STANLEY, of Kansas.

ALLISON L. AYLESWORTH, *Secretary.*

ANNUAL REPORT
OF THE
COMMISSION TO THE FIVE CIVILIZED TRIBES.

GENERAL VIEW OF COMMISSION'S WORK.

The Commission is near the end of its labors, and it seems appropriate, without anticipating the details of this report, to give at the beginning a general view of the nature and extent of the work committed to our charge, outline what has been done, and indicate what remains to be done.

The work has consisted of two parts; and, broadly speaking, each part has consumed half of the time of the Commission's existence.

The problem to be dealt with in this Territory developed upon Congress slowly. For the first five years—namely, from 1893, the year the Commission was created, until 1898, when the Curtis Act was passed—this body was clothed with only negotiating power, except a limited function under the act of June 10, 1896, relating to determination of citizenship rights.

The object of Congress from the beginning has been the dissolution of the tribal governments, the extinguishment of the communal or tribal title to the land, the vesting of possession and title in severalty among the citizens of the tribes, and the assimilation of the peoples and institutions of this Territory to our prevailing American standard.

It was evident at the end of the first five years that the accomplishment of the foregoing object by negotiation alone was practically impossible. The Indians (so called, for most of them by a century and a quarter of intermarriage have far more Saxon than Indian blood) would never surrender by consent what they did not want to give up at all. The Commission, as then constituted, was able to bring to the discussion neither inducements nor force. Some of the tribal members held passionately to their institutions from custom and patriotism, and others held with equal tenacity because of the advantages and privileges they enjoyed. It was almost worth a man's life at that time to advocate a change.

Under these conditions Congress was in 1898 fairly confronted with the alternative of either abandoning its policy and abolishing the Commission, or else of converting the Commission from merely a negotiating body into also an executive and semijudicial body, and of proceeding with the work under the constitutional power of Congress, and largely, at least, regardless of the will of the tribes.

A strenuous effort was made to prevent the adoption of the latter course. So pronounced was the opposition and so severe were the

criticisms heaped upon the Commission that at one time there seemed to be no doubt of success for those who favored this policy. But in what may be deemed a fortunate hour it was decided not to act without giving a chance to the special representatives of the Government to be heard, both in their own defense and with respect to what course should be adopted. This led to such a revelation of slander, corruption, and oppression that Congress immediately passed the Curtis Act, and it has been followed by prompt appropriations for its execution, amounting now to nearly \$1,000,000.

That act undertook, not to let anybody and everybody come forward and take public land, but to administer upon five great estates, aggregating 20,000,000 acres. It ordered these estates to be partitioned among the individual heirs upon the principle of equal value; and it could hardly have done less, and at our expense, under the stipulations of treaties.

Nor was it a disposition of wild lands, or of lands of uniform value. It related to vast tracts, covered by the homes and other improvements of a great population, threaded in every direction with railroads, filled with villages and large towns of the most modern character, and without a wigwam or a blanket Indian within the limits of the Territory.

It was a vast and difficult undertaking; and no previous disposition of either lands or tribes afforded precedents for guidance.

Manifestly two indispensable duties lay at the very beginning of the business.

First, to determine who were the bona fide citizens or heirs entitled to inherit these properties; and second, to take an inventory of the properties to be divided.

When these two tasks had been performed as to any tribe, then only was it possible to begin the intelligent and equitable division of its estate. There was practically nothing to go upon in either instance, and the whole work had to be done from the beginning.

In determining the heirs, the Commission has heard and passed upon the individual applications of more than 200,000 claimants; and of this number some 128,000 have been so disposed of since the passage of the Curtis Act. All of these cases had to be made matters of record, many of them involving hundreds and some of them thousands of pages of evidence and pleading; and of the total number more than half have been rejected as not entitled to share in the properties of the tribes.

In valuing the properties for distribution, every 40 acres has had to be located, classed and platted, making some 500,000 separate items of property to be so treated; and it has been necessary to locate by careful surveys the homes and improvements of the people upon many millions of acres in order to get their correct land numbers and thus enable them to secure the lands they wish and retain possession of their homes as required by law. They had settled and lived for nearly three-quarters of a century with no regard for survey lines, and with no records such as we have in the States and in the other Territories.

All this had to be done, and all this and much more has been done since the 28th of June, 1898. At times the Commission has had in its employ as many as 500 clerks, surveyors, surveyors' assistants, land appraisers, teamsters, and laborers engaged in the work outlined and in the platting, roll making, and other work incident to such an undertaking.

The work of determining the rightful citizens or heirs and of getting the properties into necessary shape for distribution was all indispensable preliminary work, and by far the greater part of the work to be done; but it has been finished with the exception of some nominal fractions delayed from special causes, and a very large part of the final distribution has been made, all at a cost, including even the expense of the first five years of fruitless negotiation, of about 5 cents per acre.

The work remaining to be done is chiefly the unfinished allotting of the lands of the Cherokee and of the Choctaw and Chickasaw tribes, those of the Creeks and Seminoles being practically disposed of. If our recommendations made elsewhere are adopted, the surplus lands of the Creeks will be sold by the Secretary of the Interior without the aid of this Commission.

The Cherokee land office has been allotting the lands of that tribe for six months, with interruptions by reason of the great floods during the spring of 1903, and the failure of funds caused cessation of work during the month of June, except for three and a half days. The allotments, however, during the six months ending June 30 of the present year were 10,079 in number. This indicates that the people of that nation should all have their homes assigned to them by the end of the calendar year 1904, unless there is greater difficulty in locating the full bloods and poorer classes at the end than is experienced in the earlier stages of the work, and if it is not retarded by injunctions or other unavoidable interruptions; and it seems not unreasonable to expect that, upon the same line of reasoning, the entire work of the Territory will be disposed of, except such remnants as are incident to all large undertakings, involving protracted contentions, by the end of the fiscal year 1904-5.

The same interests are opposed to the completion of this business that were opposed to its being commenced, and as the end draws near they pursue with redoubled energy the same tactics of obstruction, fault-finding, exaggeration, slander, and all manner of false statements, in order to confuse the situation, muddy the waters, and embarrass, hinder, and prevent the conclusion of the work. But every consideration of legitimate interest calls for the firm and consistent maintenance of the past and present policy of the Government; and we only ask of Congress and the Administration, whose instruments we are, that before they heed these extraordinary statements, yet not more extraordinary than those of 1898, they hear both sides now as then, and we venture the assertion that inquiry will develop that they are false in substance, and are voiced only by men whom we have foiled, or are seeking to foil, in unlawful and predatory practices, or by the credulous and deluded followers of such men.

LEGISLATION AND AGREEMENTS.

Commenting upon the agreements pending before Congress or before the several tribes the Commission, in its ninth annual report, said:

Should all these agreements be ratified by the tribes practically all necessary authority will have been secured for the complete administration of the five estates entrusted to the care of the Commission.

The agreements referred to, being the supplemental agreement with the Creeks (Appendix No. 1, p. 98), the supplemental agreement with the Choctaws and Chickasaws (Appendix No. 1, p. 102), and the agree-

ment with the Cherokees (Appendix No. 1, p. 115), were all duly ratified by the respective tribes, and by their terms many embarrassing obstacles have been removed.

While classed apart from those laws designed with respect to the work of this body and intended to define and promote its functions, the act of Congress approved February 28, 1902 (Appendix No. 1, p. 91), known as the "Enid and Anadarko Railroad act," has been far-reaching in its effect upon the allotment work of the Commission. The unparalleled activity in railroad construction which now exists in Indian Territory has resulted in numerous proceedings looking to the acquirement of lands for railroad purposes under the provisions of this act, and as lands thus taken may not be allotted by the Commission, a complication is added which materially increases the detail of the land-office work.

The Indian appropriation act approved March 3, 1903 (Appendix No. 1, p. 123), contains provisions bearing directly upon the work of the Commission. It provides for the final dissolution of the Seminole tribal government on March 4, 1906, the corresponding date upon which, by agreement, the remaining four tribal governments will become extinct. The appropriation to be utilized in the survey, platting, and sale of town sites in Indian Territory is limited to such towns as were set aside and reserved from allotment prior to the date of the passage of the act. The requirements are met in a measure, however, by the removal of restrictions governing the sale of lands where stations are located along the lines of railroads when recommended by this Commission and approved by the Secretary of the Interior.

There still remain a few matters of minor importance which the Commission believes may best be disposed of by the enactment of additional legislation, but it is thought that this can be accomplished without the necessity of further agreements.

ENROLLMENT OF CITIZENS.

Ample and definite legislation has opened the way for rapid progress toward the completion of the final rolls of the citizens of the several tribes, and only causes beyond the control of the Commission prevented ultimate completion of this branch of the work before the close of the year.

By the agreements consummated during the fiscal year ended June 30, 1903, the time within which the Commission might receive applications for enrollment as citizens of the Choctaw, Chickasaw, and Cherokee nations is defined, and only in the Creek Nation are applications for enrollment still being received.

Since the work of enrollment was commenced (excluding applications for citizenship adjudicated under the act of Congress approved June 10, 1896) applications for the enrollment of 128,406 persons have been made to the Commission. The general classification of these applicants is as follows:

Seminoles	3, 079
Choctaws (Mississippi Choctaws included)	50, 740
Creeks	15, 257
Chickasaws	13, 176
Cherokees	46, 154
Total	128, 406

The task of recording the testimony offered in support of each individual application, weighing the evidence submitted pro and con, and passing judgment thereon, is nearly finished.

The method of procedure in the reception of applications, the preparation of decisions, and the clerical work incident to the enrollment of members of the several tribes having been fully set forth in the Commission's previous reports, it is deemed necessary to show here only the actual progress of the work.

CHOCTAWS AND CHICKASAWS.

At the beginning of the year ended June 30, 1903, concurrently with the approval by Congress of the supplemental agreement with the Choctaws and Chickasaws (Appendix No. 1, p. 102), the Commission entered upon the completion of the enrollment of the citizens and freedmen of the Choctaw and Chickasaw nations and the identification of Mississippi Choctaws. By the consummation of this agreement the chief obstacles in the way of the completion of the Choctaw and Chickasaw citizenship rolls were removed, and the advancement toward that end has been rapid and definite. Indeed, with the exception of a few Mississippi Choctaw cases and that class of persons awarded citizenship by judgments of the United States courts in Indian Territory, under the act of Congress approved June 10, 1896 (Appendix No. 1, p. 60), and whose rights are, by the provisions of the supplemental agreement, to be readjudicated by the citizenship court created for that purpose, enrollment work in the Choctaw and Chickasaw nations is practically finished.

Upon the approval by Congress, on July 1, 1902, of the supplemental agreement with the Choctaws and Chickasaws, anticipating its ratification by the Choctaw and Chickasaw nations, steps were taken looking toward the preparation of the final rolls of the citizens and freedmen of these two tribes and their submission to the Secretary of the Interior for approval. By the provisions of the agreement the reception of applications for enrollment as citizens and freedmen of the Choctaw and Chickasaw nations by the Commission was terminated on December 24, 1902, while the time within which applications for identification as Mississippi Choctaws might be received was limited to March 25, 1903. As early as possible after its ratification by the citizens of the Choctaw and Chickasaw nations, which took place on September 25, 1902, an enrollment party was put in the field, consisting of a force sufficient to hear the applications of all persons whose names appeared upon the Choctaw and Chickasaw tribal rolls and whose final status was still undetermined, such persons as had married recognized and enrolled citizens of the Choctaw and Chickasaw nations in accordance with the tribal laws and customs, on or before the date of the ratification of the agreement, and to receive applications for the enrollment of children born to recognized and enrolled citizens of the respective tribes on or before September 25, 1902. This field party was also charged with the task of obtaining such information as would enable the Commission to determine the status, on the date of the final ratification of the Choctaw-Chickasaw supplemental agreement (September 25, 1902), of applicants previously listed for enrollment—especially those whose claims were based upon intermarriage.

The different appointments of the party were fully advertised, notices thereof being mailed to all post-offices in the two nations, while each

applicant shown to be the head of a family was informed of the appointments to be held by the Commission and the purpose of the same.

The party entered the field on October 15 and filled the following engagements:

CHICKASAW NATION.

Chickasha	Oct. 15 to 17, inclusive.
Pauls Valley	Oct. 20 to 24, inclusive.
Ardmore	Oct. 27 to 31, inclusive.
Tishomingo	Nov. 3 to 7, inclusive.
Ada	Nov. 10 to 14, inclusive.

CHOCTAW NATION.

Atoka	Nov. 17 to 21, inclusive.
Garvin	Nov. 24 to 28, inclusive.
Antlers	Dec. 1 to 5, inclusive.
Tushkahomma	Dec. 8 to 12, inclusive.
Wister	Dec. 15 to 19, inclusive.
South McAlester	Dec. 22 to 24, inclusive.

The period during which the Commission's enrollment party was in the field is noteworthy by reason of the inclement weather experienced. Streams were swollen by constant rain, roads were well-nigh impassable, and travel, by the means in vogue among the Indians, was seriously impeded. In some instances railroads suspended operation, and the party was unable to meet its engagements at the appointed time.

Notwithstanding these disadvantages, the most gratifying results were achieved. From the information obtained the Commission has been enabled to determine the rights of many persons whose tribal enrollment had previously been the only clue to their identity, and eliminate from its records the names of many applicants for enrollment who died prior to September 25, 1902. Save in a few isolated cases the names of all persons appearing on the tribal rolls of the Choctaw and Chickasaw nations have now been disposed of by the Commission, and the names of those entitled to enrollment placed upon the schedules or partial rolls, submitted for departmental approval under the following provision of the act of Congress approved July 1, 1902:

Sec. 30. For the purpose of expediting the enrollment of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen the said Commission shall, from time to time, and as early as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final rolls of citizens of the Choctaw and Chickasaw tribes and of Choctaw and Chickasaw freedmen upon which allotment of land and distribution of other tribal property shall be made as herein provided. Lists shall be made up and forwarded when contests of whatever character shall have been determined, and when there shall have been submitted to and approved by the Secretary of the Interior lists embracing names of all those lawfully entitled to enrollment the rolls shall be deemed complete. The rolls so prepared shall be made in quintuplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Choctaw Nation, one with the governor of the Chickasaw Nation, and one to remain with the Commission to the Five Civilized Tribes.

While the Commission's field party was engaged in securing the information necessary to complete the final rolls of the Choctaw and Chickasaw nations, there were being prepared at the general office, pursuant to this provision of law, schedules containing the names of persons whom the Commission found entitled to enrollment as citizens

and freedmen of the Choctaw and Chickasaw nations. These schedules have from time to time been submitted to the Secretary of the Interior for approval.

The preparation of such enrollment records as were necessary for use in the Choctaw and Chickasaw land offices, soon to be established, was also begun immediately upon the ratification of the supplemental agreement.

As soon as a date had been fixed terminating the time for the reception of applications for identification as Mississippi Choctaws, an increased activity in this branch of the work became apparent. Throngs of applicants, many of whom came from distant States, presented themselves at the general office of the Commission, the recording of whose applications materially increased the work and necessitated an augmented stenographic force. A vast majority of these applicants were apparently white persons and negroes, who based their claims solely upon alleged Indian descent, but bore little or no trace of Indian blood.

CHOCTAWS.

The total number of applicants for enrollment as members of the Choctaw tribe of Indians (not including Mississippi Choctaws), which may not be increased, is 21,441. While original applications were made to the Commission for the enrollment of nearly all these applicants prior to July 1, 1902, supplemental testimony has been taken in a large number of cases during the past fiscal year.

There were received during the year 114 original applications for enrollment as citizens by blood of the Choctaw Nation, embracing 122 persons. The original applications of 125 persons for enrollment as citizens by intermarriage of the Choctaw Nation were also presented. Applications for the enrollment of 607 children born since the applications of their parents for enrollment as citizens by blood of the Choctaw Nation have been received, filed, and entered of record, proper evidence of birth being submitted in each case.

In addition to the applications enumerated above, there were also received 5 applications for enrollment as citizens by blood of the Choctaw Nation, embracing 10 persons, who had neither been recognized nor enrolled by the Choctaw tribal authorities, nor duly and lawfully admitted to citizenship in said nation by the legally constituted authorities, which applications have been disposed of under the provisions of the act of Congress of May 31, 1900. (Appendix No. 1, p. 77.)

Proofs of death of 1,445 applicants for enrollment as citizens by blood of the Choctaw Nation who died prior to September 25, 1902, have been received, filed, and entered of record during the year.

In accordance with the provision of the act of Congress approved July 1, 1902, hereinbefore quoted, the Commission has prepared schedules containing the names of 14,918 citizens by blood of the Choctaw Nation, whose final enrollment has been approved by the Secretary of the Interior. There have also been prepared schedules containing the names of 205 citizens by intermarriage of the Choctaw Nation whose final enrollment has likewise been approved by the Secretary of the Interior.

In the preparation of schedules or partial rolls of citizens of the Choctaw Nation for Departmental approval, written decisions have been dispensed with in those cases where the applicants were identified upon all the tribal rolls of the Choctaw Nation in the possession of

the Commission where the residence was fully established and where no objection was entered by the Choctaw and Chickasaw nations, the names of the applicants merely being placed on the schedules as entitled to enrollment, a course by which the work has been greatly facilitated.

In every case, however, where a degree of doubt existed as to the rights of the applicants, in the cases of all applicants for enrollment as citizens by intermarriage, and in those cases where objections were entered by the Choctaw and Chickasaw nations, a formal decision has been rendered by the Commission. In the event such decision is averse to the applicants they have been so notified, being supplied with a copy of the decision, and a complete record in the case, together with the original decision, has been submitted to the Secretary of the Interior for review. In those cases where the decisions are favorable to the applicants, the attorneys for the Choctaw and Chickasaw nations have been advised thereof, furnished with a copy of the decision, and notified that they would be allowed fifteen days from the date of the decision within which to file protest with the Commission. If at the expiration of fifteen days no protest was filed, the applicants were considered enrolled, and their names placed upon the schedules or partial rolls prepared for Departmental approval.

Decisions of this character have been prepared in 179 Choctaw enrollment cases, embracing applications for the enrollment of 456 persons as citizens by blood of the Choctaw Nation. Of these decisions, 47 grant the rights of enrollment to 116 persons, while 132 refuse the applications of 340 persons.

In most instances where the decision of the Commission is favorable to the applicants the Department does not require a further report than insertion in a schedule. Of those so forwarded, 63 have been affirmed by the Department, while 4 have been remanded for further investigation, report, and recommendation.

Decisions have also been prepared in 227 applications for enrollment as citizens by intermarriage of the Choctaw Nation. These decisions grant the rights of enrollment to 222 persons, and refuse the applications of 5 persons for enrollment as citizens by intermarriage of the Choctaw Nation.

The number of applicants for enrollment as citizens by blood and intermarriage of the Choctaw Nation whose rights are undetermined has been reduced to 5,327 at the close of the fiscal year, and the majority of these are, in fact, dependent upon the action of the Choctaw and Chickasaw citizenship court. The following table indicates the classification of all applicants for Choctaw citizenship whose rights have not been determined by the Commission:

Applicants for enrollment as citizens by blood.....	1, 408
Applicants for enrollment as citizens by intermarriage	1, 154
Applicants for enrollment admitted to citizenship by judgments of the United States courts in Indian Territory, under the provisions of the act of Congress approved June 10, 1896 (Appendix No. 1, p. 62), and whose rights are dependent upon the action of the Choctaw and Chickasaw citizenship court ..	2, 765
Total	5, 327

CHICKASAWS.

The applicants to this Commission for enrollment as citizens of the Chickasaw Nation number 7,128, and under existing law this number may not be increased. Original applications were made to the Com-

mission for the enrollment of the greater number of these applicants prior to the beginning of the last fiscal year, but additional testimony has been taken in a great many cases during the year.

The Commission has received 77 original applications for enrollment as citizens by blood of this nation, including 96 persons, and 38 original applications for enrollment as citizens by intermarriage during the past year. Applications for the enrollment of 208 children, born since the applications of their parents for enrollment as citizens by blood have also been received. In each case of the character last enumerated, the application was accompanied by affidavits sufficient to establish the birth of the child.

Apart from the applications above mentioned, there have also been received 6 applications for enrollment as citizens by blood of the Chickasaw Nation, embracing 13 persons who were never recognized or enrolled by the Chickasaw tribal authorities as members of that tribe, nor duly and lawfully admitted to citizenship in said nation by the legally constituted authorities. These applications have all been disposed of under the provisions of the act of Congress approved May 31, 1900. (Appendix No. 1, p. 77.)

There have been received, filed, and entered of record during the year proofs of death of 345 applicants for enrollment as citizens by blood who died prior to September 25, 1902.

With a view to carrying out the provisions of the act of Congress approved July 1, 1902, above quoted, schedules have been prepared by the Commission containing the names of 4,659 citizens by blood of this nation whose final enrollment as such has been approved by the Secretary of the Interior. Under the same authority schedules have been prepared which contain the names of 198 citizens by intermarriage whose enrollment has likewise been approved.

Decisions have been prepared during the year in 113 Chickasaw enrollment cases, embracing 210 applicants for enrollment as citizens by blood. Of these decisions 95 grant the rights of enrollment to 149 persons, and 18 refuse the applications of 61 persons. In the majority of these cases, where the Commission's decision is favorable to the applicants, the names are inserted in regular schedules as directed by the Department; but in each case where the applications have been refused, the record, together with the decision of the Commission, has been forwarded to the Secretary of the Interior for review. Of the 18 decisions so forwarded, 16 have been affirmed by the Department.

The Commission has also prepared decisions which adjudicate the rights of 201 applicants for enrollment as citizens by intermarriage. These decisions grant the rights of enrollment as citizens by intermarriage to 198 applicants and refuse the applications of 3 persons.

At the close of the year the applications for enrollment of 1,637 persons remain undisposed of. The majority of these, however, are dependent upon the action of the Choctaw and Chickasaw citizenship court, as indicated by the following table, designed to show the classification of applicants whose rights have not yet been determined:

Applicants for enrollment as citizens by blood	319
Applicants for enrollment as citizens by intermarriage	416
Applicants for enrollment admitted to citizenship by judgments of the United States court in Indian Territory, under the provisions of the act of Congress approved June 10, 1896 (Appendix No. 1, p. 62), and whose rights are dependent upon the action of the Choctaw and Chickasaw citizenship court.	902
Total	1,637

CHOCTAW FREEDMEN.

As in the case of citizens by blood and intermarriage of the Choctaw Nation, the reception of applications for enrollment of Choctaw freedmen was terminated by the provisions of the Choctaw-Chickasaw supplemental agreement on December 24, 1902. The total number of applicants of this class is 4,665. Applications for the enrollment of the greater number of these were made prior to July 1, 1902. The Commission received, however, within the past year 47 original applications for enrollment as freedmen of the Choctaw Nation, including 102 persons. In addition to these original applications there were received and entered of record applications for the enrollment of 255 children born prior to September 25, 1902, and since the original applications of their parents for enrollment as Choctaw freedmen. Each application of this character was supported by proper evidence of birth.

Evidence of the death of 235 applicants for enrollment as Choctaw freedmen who died prior to September 25, 1902, has been received, filed, and entered of record.

Schedules have been prepared during the year which contain the names of 2,983 Choctaw freedmen whose enrollment has been approved by the Secretary of the Interior.

The close of the fiscal year leaves the applications of 1,682 persons for enrollment as Choctaw freedmen undetermined.

CHICKASAW FREEDMEN.

Prior to the date upon which the reception of applications for enrollment as Chickasaw freedmen was discontinued by the terms of the Choctaw-Chickasaw supplemental agreement (December 25, 1902) the applications of 6,048 persons for such enrollment were made to the Commission. Of these applications 24 were made during the past year, which embrace 64 applicants. Applications were also made for the enrollment of 318 children born prior to September 25, 1902, and subsequent to the applications of their parents for enrollment as Chickasaw freedmen, proper evidence of birth being submitted in each case of this character.

Proofs of death of 358 applicants for enrollment as Chickasaw freedmen, who died prior to September 25, 1902, have also been received, filed, and entered of record.

Under the provisions of the act of Congress approved July 1, 1902, the Commission has prepared schedules containing the names of 4,211 Chickasaw freedmen whose enrollment has been duly approved by the Secretary of the Interior.

There are still pending before the Commission applications for the enrollment of 1,837 persons as freedmen of the Chickasaw Nation.

MISSISSIPPI CHOCTAWS.

Under the provisions of the Choctaw-Chickasaw supplemental agreement approved by Congress July 1, 1902, those persons claiming rights in the Choctaw Nation by virtue of the fourteenth article of the Choctaw treaty of 1830 were permitted to make application for identification by this Commission up to and inclusive of March 25, 1903. Within

the fiscal year ended June 30, 1903, 1,476 applications of this character were made to the Commission, which embrace 4,843 persons. These were all heard at the general office of the Commission at Muskogee, Ind. Ter., except 30, which were received in the State of Mississippi between March 16 and 25, 1903, during which time an office was maintained there for the purpose of affording a final opportunity to Choctaw Indians residing in Mississippi and the adjacent country to make personal application for identification.

During the past fiscal year 4,790 decisions have been prepared in Mississippi Choctaw cases which involve the rights of 16,993 applicants. Of the decisions so rendered, 578 identify 1,738 applicants, while 4,212 refuse the applications of 15,255 persons. The Secretary of the Interior has affirmed 3,070 decisions of the Commission, denying the applications of 10,728 persons for identification as Mississippi Choctaws. The Department has also, during the year, remanded for further consideration, recommendation, and report 113 Mississippi Choctaw cases, embracing 407 applicants. In each of these cases the instructions of the Department have been carried out, further hearings have been had, and the records resubmitted to the Department for review.

Schedules containing the names of 1,735 persons identified by the Commission as Mississippi Choctaws under the provisions of the acts of Congress approved June 28, 1898 (Appendix No. 1, p. 62), and July 1, 1902 (Appendix No. 1, p. 102), have been prepared and submitted to the Department, all of which have received the approval of the Secretary of the Interior.

The original applications for identification as Mississippi Choctaws made to the Commission number 7,426, and include 24,634 persons. Decisions have been prepared and submitted to the Secretary of the Interior for review which adjudicate the rights of 23,344 such applicants. In disposing of these applications the Commission has identified 1,738 applicants as Mississippi Choctaws, entitled to enrollment as members of the Choctaw tribe of Indians and, upon compliance with the conditions imposed by law, to allotments of land in the Choctaw-Chickasaw country, while the applications of 21,606 persons have been refused, leaving but 1,290 applicants whose rights have not been adjudicated.

With but few exceptions those who have been identified are full-blood Choctaw Indians, residing in the State of Mississippi and without means to carry out the conditions exacted by the Choctaw-Chickasaw supplemental agreement, in order that they may enter upon the enjoyment of the benefits bestowed by such identification. This exigency, however, is in a measure met by the following provision inserted in the Indian appropriation act approved March 3, 1903 (Appendix No. 1, p. 123):

That the sum of twenty thousand dollars, or so much thereof as is necessary, is hereby appropriated, to be immediately available, for the purpose of aiding indigent and identified full-blood Mississippi Choctaws to remove to the Indian Territory, to be expended at the discretion and under the direction of the Secretary of the Interior.

Thus it will be seen that the identification of Mississippi Choctaws, a long, complicated, and expensive task, is well nigh completed.

SUMMARIZED STATEMENT OF THE WORK OF THE COMMISSION IN THE ENROLLMENT OF CHOCTAWS AND CHICKASAWS, AND THE IDENTIFICATION OF MISSISSIPPI CHOCTAWS DURING THE FISCAL YEAR ENDED JUNE 30, 1903.

Classification of Choctaw and Chickasaw enrollment cases and Mississippi Choctaw cases decided by the Commission during the fiscal year ended June 30, 1903.

	Decisions rendered.		Applications granted.		Applications refused.		Decisions affirmed by Secretary of the Interior.		Cases remanded by Secretary of the Interior.	
	Cases.	Persons.	Cases.	Persons.	Cases.	Persons.	Cases.	Persons.	Cases.	Persons.
Choctaws by blood	179	456	47	116	132	340	63	126	4	8
Choctaws by marriage	227	227	222	222	5	5			2	2
Chickasaws by blood	113	210	95	149	18	61	16	33		
Chickasaws by marriage	201	201	198	198	3	3				
Mississippi Choctaws	4,790	16,993	578	1,738	4,212	15,255	3,070	10,728	113	407
Total	5,510	18,087	1,140	2,423	4,370	15,664	3,149	10,887	119	417

MISSISSIPPI CHOCTAWS.

	Number of applications.	Number of persons.
Heard prior to July 1, 1902	5,950	19,791
Heard at the general office of the Commission, at Muskogee, during the year ended June 30, 1903	1,446	4,746
Heard in the field in the State of Mississippi during the year ended June 30, 1903	30	97
Total	7,426	24,634

Mississippi Choctaws identified	1,738
Mississippi Choctaws refused	21,606
Mississippi Choctaws undetermined	1,290
Total	24,634

STATUS OF APPLICANTS.

	Enrolled and approved.	Refused.	Undetermined.
Choctaws by blood	14,918	986	1,408
Choctaws by intermarriage	205	5	1,154
Choctaw court claimants			2,765
Chickasaws by blood	4,659	621	319
Chickasaws by intermarriage	198	3	416
Chickasaw court claimants			902
Choctaw freedmen	2,983		1,682
Chickasaw freedmen	4,211		1,837
Mississippi Choctaws	1,738	21,606	1,290
Total	28,912	23,221	11,773

CHEROKEES.

In the preparation of the final rolls of the citizens and freedmen of the Cherokee Nation the Commission has had to deal with six classes of applicants, each class deriving its rights from a different source:

1. Native-born Cherokees.

2. Persons of Cherokee blood, not born within the geographical limits of the nation, but who have been admitted to citizenship by formal acts of the Cherokee tribal authorities, by the Commission to the Five Civilized Tribes, or by the United States court in Indian Territory on appeal from the decisions of the Commission, under the act of Congress of June 10, 1896 (Appendix No. 1, p. 60), and their descendants.

3. Persons of Shawnee blood who acquired rights under the provisions of an agreement between the Cherokee Nation and the Shawnee tribe of Indians, concluded June 7, 1869, and approved by the President of the United States June 9, 1869, and their descendants. This class embraces a few persons not Shawnees by blood, but who removed to the Cherokee Nation with the Shawnees and whose names appear as adopted members of the tribe on the register made in pursuance of the terms of the agreement.

4. Delawares by blood, who acquired rights under the provisions of an agreement entered into between the Cherokee Nation and the Delaware tribe of Indians April 8, 1867.

5. Persons deriving their rights from intermarriage with recognized citizens of the Cherokee Nation, of either Cherokee, Delaware, or Shawnee blood.

6. Cherokee freedmen, who acquired rights under the provisions of the treaty between the United States and the Cherokee Nation concluded July 19, 1866.

In the enrollment of applicants of the first, third, and fourth classes little difficulty was experienced beyond simply the labor of taking so large a number of personal applications and recording the proceedings, residence within the nation and tribal enrollment being the vital prerequisites.

The force and validity of acts of the Cherokee national council, the authority and regularity of the proceedings of various commissions charged with passing upon the rights of claimants to Cherokee citizenship, the compliance or noncompliance of such claimants with the terms upon which their admission was conditioned or with the laws of the Cherokee Nation regulating citizenship, and, not infrequently, the identity of the applicants as persons previously admitted to citizenship, are considerations which enter largely into the determination of the rights of applicants of the second class.

It was in applications of the fifth and sixth classes, however, that the most serious difficulties arose. In the enrollment of Cherokee freedmen, other than those identified upon the authenticated roll of 1880, every inch of ground was contested, and a mass of evidence, much of it irrelevant and immaterial, was introduced by both sides. The real issues were often so obscured as to require much patience and diligence in sifting the evidence for the facts and arriving at a proper determination of the rights of the applicants.

The questions to be considered in determining applications of the fifth class are mainly legal ones, which may more properly be dealt with under the head of "Decisions."

To the above six classes there might also be added a seventh.

The Secretary of the Interior, exercising the authority vested in him by the act of Congress approved March 3, 1901 (Appendix No. 1, p. 79), had, prior to the consummation of the agreement now in force with the Cherokees, fixed a date for closing the citizenship rolls of the Cherokee Nation, viz, July 1, 1902. It became apparent that there would at that time remain upon the 1880 authenticated roll and the 1896 census roll of Cherokee citizens many names concerning which the Commission had been unable to secure information of a definite character. Four special enrolling parties during the spring and summer of 1902 spent several months in the field, and a strenuous effort was made to list for enrollment every citizen of the Cherokee Nation then living. Lest injustice be done, however, it was deemed advisable to permit application to be made prior to the closing of the rolls for all delinquents on the rolls mentioned, those on the roll of 1880, because the same is an authenticated roll of citizens of the Cherokee Nation, and those on the 1896 census roll, because that is virtually

a revision of the 1880 authenticated roll, and the experience of the Commission has shown it to be the most accurate roll in its possession. Accordingly, on June 30, 1902, a recognized citizen of the Cherokee Nation was permitted to make application for the enrollment of all those persons and their families whose names appeared upon these tribal rolls and who at that time remained unaccounted for.

Applications of this character were made for the enrollment of 2,269 persons, all of whom were listed upon doubtful cards and classified as follows:

Cherokees by blood	1,692
Cherokees by intermarriage	318
Delaware Cherokees	28
Cherokee freedmen	231
Total	2,269

The number so carded is included in the total shown in the summarized statement of applications for Cherokee citizenship.

Particular attention has been given to the matter of obtaining information regarding these delinquents. As a result it is believed that not over 75 of the persons so listed will be found entitled to a place upon the final roll of citizens of the Cherokee Nation. Many had already applied for enrollment under names other than those appearing upon the tribal rolls. Some are enrolled with other tribes. Many are dead, and others left the Cherokee Nation years ago. A few remain concerning whom no information has yet been obtained.

The Cherokee agreement approved by Congress July 1, 1902, ratified by the citizens of the Cherokee Nation on August 7, 1902, and regularly proclaimed August 12, 1902, contains the following provisions touching upon the final roll of Cherokee citizens:

SEC. 25. The roll of citizens of the Cherokee Nation shall be made as of September first, nineteen hundred and two, and the names of all persons then living and entitled to enrollment on that date shall be placed on said roll by the Commission to the Five Civilized Tribes.

SEC. 26. The names of all persons living on the first day of September, nineteen hundred and two, entitled to be enrolled as provided in section twenty-five hereof, shall be placed upon the roll made by said Commission, and no child born thereafter to a citizen, and no 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 or to participate in the distribution of the tribal property of the Cherokee Nation.

SEC. 30. During the months of September and October, in the year nineteen hundred and two, the Commission to the Five Civilized Tribes may receive applications for enrollment of such infant children as may have been born to recognized and enrolled citizens of the Cherokee Nation on or before the first day of September nineteen hundred and two, but the application of no person whomsoever for enrollment shall be received after the thirty-first day of October, nineteen hundred and two.

As this extended the date which had previously been fixed by the Secretary of the Interior for the closing of the Cherokee rolls, the Commission resumed the hearing of original applications for enrollment immediately after the ratification of the agreement was proclaimed. Between that date, however, and the date upon which the rolls were finally closed but few applications were received. These may be classified as follows:

Cherokees by blood	33
Cherokee freedmen	40
Memoranda cases (act of May 31, 1900)	51
Total	124

The great majority of applications for enrollment as citizens of the Cherokee Nation, both by blood and intermarriage, was heard in the summer and fall of 1900. The provision of the Cherokee agreement that the roll of citizens of the Cherokee Nation be made as of September 1, 1902, therefore, necessitated the taking of additional testimony in every application for enrollment by virtue of intermarriage, in order to determine whether such applicants had, by abandonment of Cherokee wife or husband, or by "marrying out," forfeited their rights to enrollment. A letter was accordingly addressed to every person claiming citizenship by intermarriage, notifying him to appear, either at the general office of the Commission at Muskogee or before the special enrolling party stationed at Tahlequah, during the month of October, 1902, and supply such testimony. Supplemental testimony was taken in approximately 2,500 cases, and in numerous instances it was found that applicants of this class had forfeited their rights to enrollment. The recording of so much testimony entailed an immense amount of work, and demanded an unusually large stenographic force. At the same time a part of the clerical staff was busily engaged in compiling the enrollment records necessary for the establishment of an allotment office in the Cherokee Nation.

SUMMARIZED STATEMENT OF APPLICATIONS.

The total number of applicants for Cherokee citizenship, of all classes, received by this Commission since the enrollment of Cherokee citizens was begun on May 11, 1900, is 46,154. This, of course, does not include applications for citizenship made under the provisions of the act of Congress approved June 10, 1896. (Appendix No. 1, p. 60).

The following table shows the number of applicants listed by the Commission, and their classification, on June 30, 1903. The increase in the number of applicants listed upon straight and rejected cards, and the corresponding decrease in the number listed upon doubtful cards, which will be observed by comparing the figures given below with those contained in the Commission's last annual report, is occasioned by the transfer to straight and rejected cards of applicants originally listed upon doubtful cards, but whose cases have now been disposed of.

On regular cards.

Full-blood Cherokees.....	6, 699	
Full-blood Shawnee-Cherokees.....	206	
Full-blood Delaware-Cherokees.....	363	
Mixed-blood Cherokees.....	22, 681	
Mixed-blood Shawnee-Cherokees.....	749	
Mixed-blood Delaware-Cherokees.....	733	
Intermarried whites.....	2, 406	
		33, 837

On doubtful cards.

Full-blood Cherokees.....	103	
Full-blood Shawnee-Cherokees.....	2	
Full-blood Delaware-Cherokees.....	3	
Mixed-blood Cherokees.....	2, 217	
Mixed-blood Shawnee-Cherokees.....	105	
Mixed-blood Delaware-Cherokees.....	28	
Intermarried whites.....	534	
		2, 992

NOTE.—All persons listed under the general application of June 30, 1902, heretofore referred to and still remaining on doubtful cards, are classed as "mixed-blood Cherokee" where no information has been obtained as to the degree of blood.

<i>On rejected cards.</i>	
Full-blood Shawnee-Cherokees	5
Full-blood Delaware-Cherokees	1
Mixed-blood Cherokees	421
Mixed-blood Shawnee-Cherokees	35
Mixed-blood Delaware-Cherokees	2
Intermarried whites	609
Memoranda cases (act of May 31, 1900)	1,073
	1,328
<i>Freedmen.</i>	
On regular cards	3,320
On doubtful cards	3,223
On rejected cards	381
	6,924
Total	46,154

The number of persons embraced in applications heard up to and including October 31, 1902, including Cherokees, Shawnee-Cherokees, and Delaware-Cherokees, by blood and intermarriage, and freedmen, is as follows:

On regular Cherokee cards	32,741
On doubtful Cherokee cards	2,961
On rejected Cherokee cards	1,070
On regular Delaware-Cherokee cards	1,096
On doubtful Delaware-Cherokee cards	31
On rejected Delaware-Cherokee cards	3
Memoranda cases (act of May 31, 1900)	1,328
	39,230
On regular freedmen cards	3,320
On doubtful freedmen cards	3,223
On rejected freedmen cards	381
	6,924
Grand total	46,154

BIRTHS AND DEATHS.

During the past year the Commission has received and entered of record affidavits evidencing the birth of 504 children whose parents are applicants for enrollment as citizens of the Cherokee Nation. These applicants have been classified and carded as follows:

On regular Cherokee cards	368
On doubtful Cherokee cards	59
On regular Delaware-Cherokee cards	17
On doubtful Delaware-Cherokee cards	3
	447
On regular freedmen cards	38
On doubtful freedmen cards	19
	57
Total	504

There have been received and entered of record proofs of death of 615 applicants for enrollment, who died prior to September 1, 1902, classified as follows:

On regular Cherokee cards	551
On doubtful Cherokee cards	10
On regular Delaware-Cherokee cards	24
On doubtful Delaware-Cherokee cards	2
	587
On regular freedmen cards	14
On doubtful freedmen cards	13
On rejected freedmen cards	1
	28
Total	615

Doubtless many applicants for enrollment died prior to September 1, 1902, whose deaths have not yet been reported to the Commission. It is believed that the greater number of those listed under the general application of June 30, 1902, and still unaccounted for are not living. The Commission is embracing every opportunity to obtain definite information leading to the final disposition of such cases.

CITIZENS BY INTERMARRIAGE.

The right of intermarried white persons to share in the tribal property of the Cherokee Nation has been bitterly contested by the full-bloods. The tribe at last succeeded in having the question submitted to the United States Court of Claims for determination, and on March 2, 1903, the Commission was instructed by the Secretary of the Interior to withhold from the final roll of Cherokees the names of all persons claiming citizenship by intermarriage. The total number of intermarried whites for whom application has been made is 3,549, and until the case now pending before the Court of Claims is finally decided they are classed among the doubtful claimants to enrollment.

THE FINAL ROLL.

Immediately upon the ratification of the Cherokee agreement by the members of that tribe, the Commission addressed itself to the work of preparing, for transmission to the Secretary of the Interior, lists or schedules of persons entitled to enrollment, as provided in section 29 of said agreement, which reads as follows:

SEC. 29. For the purpose of expediting the enrollment of the Cherokee citizens and the allotment of lands as herein provided, the said Commission shall, from time to time, and as soon as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final roll of citizens of the Cherokee tribe, upon which allotment of land and distribution of other tribal property shall be made. When there shall have been submitted to, and approved by, the Secretary of the Interior lists embracing the names of all those lawfully entitled to enrollment, the roll shall be deemed complete. The roll so prepared shall be made in quadruplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Cherokee Nation, and one to remain with the Commission to the Five Civilized Tribes.

Up to the close of the year the names of 28,016 Cherokee citizens were so scheduled. This number includes those of both Cherokee and Shawnee blood, and also 1,145 citizens by intermarriage. Schedules embracing the names of 27,033 Cherokee citizens, 1,145 of whom are citizens by intermarriage, have been approved by the Secretary of the Interior. The names of 2,749 Cherokee freedmen have also been scheduled under the provision of law above quoted, and their final enrollment has been approved by the Secretary of the Interior.

The remaining schedules are being prepared as rapidly as the rights of the applicants can be determined. In some cases additional evidence is required, which the applicants have been notified to supply, while in numerous instances advantage is taken of the applicant's appearance at the Cherokee land office to select his allotment, and he is required to complete the record in the matter of his application for enrollment as far as possible before leaving the office.

The following table shows the total number of persons whose applications for enrollment await final action by the Commission or by the Department and their classification:

<i>On regular cards.</i>	
Citizens of Cherokee or Shawnee blood	3, 828
Intermarried whites	1, 261
Delaware-Cherokees	1, 096
Freedmen	571
	6, 756
<i>On doubtful cards.</i>	
Citizens of Cherokee or Shawnee blood	2, 427
Intermarried whites	534
Delaware-Cherokees	31
Freedmen	3, 223
	6, 215
NOTE.—The above includes those embraced in the general application of June 30, 1902, many of whom will doubtless be found to be dead or can never be identified.	
<i>On rejected cards</i>	
Citizens of Cherokee or Shawnee blood	50
Intermarried whites	33
Freedmen	369
	452
Memoranda cases (act of May 31, 1900)	6
Total	13, 429

Inasmuch as it is impossible to make final allotments of land to Delaware Indians until their suit now pending in the Supreme Court of the United States has been finally determined, the names of this class of Cherokee have not been placed upon the schedules or partial rolls of citizens forwarded to the Secretary of the Interior. The suit in question was brought by the Delawares for the recognition of their claim to certain lands in the Cherokee Nation over and above their pro rata share as Cherokee citizens. Early in the present calendar year the Court of Claims rendered a decision adverse to the complainants, and appeal was thereupon taken to the Supreme Court, where the case is still pending.

DECISIONS.

During the past fiscal year the Commission continued the work of deciding contested Cherokee cases. In this work many perplexing problems were encountered. A brief review of one or two cases will serve to illustrate some of the complications presented.

The question as to forfeiture of citizenship by removal from and residence without the nation, and what law governed the subject, was long a vexatious one, rendered more difficult of solution by the character of the evidence involved in the cases where it arose. It was at length practically settled by the decision of the Department in the cases of Scott A. Yeargain et al. (Cherokee, 6425), and Joseph D. Yeargain (Cherokee, D 937). The applicants in these cases were born within the Cherokee Nation and duly enrolled upon the several tribal rolls. They had, however, in 1895 and 1896, respectively, removed to Southwest City, Mo., just beyond the border of the Cherokee Nation. From that time to the date of their applications for enrollment they lived in Missouri and were residing there on June 28, 1898, the date of the passage of the Curtis Act. (Appendix No. 1, p. 62.) Some of them

had business interests in Missouri and voted at different elections in that State. They retained, however, the control of their tribal property and business interests in the Cherokee Nation and voted also at the Cherokee elections. The Commission decided that they were not bona fide residents of the Cherokee Nation on June 28, 1898, as contemplated by that portion of the Curtis Act which provides:

No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship—

and therefore not entitled to enrollment. This decision was approved by the Secretary of the Interior, but the cases were afterwards reopened and submitted to the assistant attorney-general for the Department of the Interior, who held, in substance, that abandonment by a citizen of his domicile was a question of intention; that the matter of residence in the Cherokee Nation was governed by the Cherokee constitution, which provides:

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—

and that paragraph 11, section 21, of the Curtis Act, above quoted, was not applicable to the facts in these cases. Acting on this opinion of the assistant attorney-general, the Secretary of the Interior reversed the decision of the Commission and ordered that the applicants be enrolled.

Another case along the same general line, but involving a somewhat different principle, was that of Clement G. Clarke et al. (Cherokee, D171). The facts in that case are worthy of mention, and briefly stated they are as follows:

Clement G. Clarke was a white man and a resident of Connecticut. In 1891 he married, according to Cherokee law, one Martha Cobb, a citizen by blood of the Cherokee Nation. Immediately after his marriage he went with his wife to the State of Connecticut, where he attended college. On graduating he entered the ministry and took charge of a church there. He never resided in the Cherokee Nation, but made his home in Connecticut and exercised the rights of citizenship in that State. His wife and children made their home with him. Mrs. Clarke, however, continued to own a farm, improvements, and personal property in the Cherokee Nation. The Commission denied their application for enrollment as members of the Cherokee Nation on the ground of nonresidence, holding that Clarke had never established a residence in said nation, and that the residence of his wife and children was that of the husband and father. This decision was approved by the Secretary of the Interior as to Clement G. Clarke, but reversed as to his wife and children, the Department holding that by no act of hers had Mrs. Clarke abjured citizenship; that she had never voluntarily dissolved her relations with the Cherokee people, as indicated by the retention of her tribal property, and that the citizenship of the minor children was that of their mother.

The customs which prevail among a certain class of Cherokees, growing out of a somewhat vague conception of marriage relation and marital rights and duties, are often at variance with the written law, which gives rise to many difficult questions. The subject of abandonment, the interpretation of the Cherokee law governing such matters, and the question as to what evidence is admissible to establish the facts, are fruitful sources of legal problems.

In the case of Malinda King et al. (Cherokee, D 134), the Commission held that evidence of divorce granted to Jeff King from his wife, Malinda King, on the ground of desertion, was not sufficient to establish abandonment on her part of her Cherokee husband, especially in view of testimony introduced by her, in support of her application for enrollment, showing that she had not been guilty of abandonment. The Cherokee Nation appealed from the Commission's decision enrolling her, and the Department sustained the Commission, holding that the decree of divorce merely established the relation existing between the parties, but that the evidence upon which the court entered the decree was not admissible as proof in an application before the Commission for enrollment, as neither the parties nor the subject-matter was identical.

In view of the habits and customs which prevail, the establishment of citizenship rights by intermarriage has not by any means been free from difficulty. Marriages without any ceremony whatever are common among the Cherokee people and appear to have been recognized, notwithstanding the Cherokee supreme court held that a "common-law marriage" is void. Divorce by arbitration and mutual consent has been practiced and regarded proper, and the Cherokee law on this subject is involved in uncertainty. The question is further complicated by reason of the fact that valuable property rights depend upon its determination. The situation is a unique one, and the rule that "every presumption is in favor of marriage" is not easy of application. The Commission had found it necessary to regard not only the legal aspect but also the equities of the case, in order that substantial justice might be awarded all concerned.

A question which proved a source of perplexity to the Commission was the rights of illegitimate children of a white woman and a Cherokee Indian. The Cherokee law upon this subject is obscure and the evidence as to custom is contradictory. The Department, in the case of Allie J. Rose et al. (Cherokee R 54), held that the children of an Indian father whose name appears on the roll of 1880, whether legitimate or not, are entitled to enrollment under the provisions of the Curtis Act, regardless of the tribal law or custom.

Another matter of importance was the status of an applicant whose name was not found upon any tribal roll and who had never been admitted to citizenship by any authority, but whose father or mother had been admitted by this Commission under the act of Congress approved June 10, 1896, while such applicant was a minor.

In the case of Pruea L. Rowland et al. (Cherokee D 1333), one of the applicants had never been enrolled by the tribal authorities, nor had he ever been formally admitted to citizenship. It appeared, however, that his mother was admitted by this Commission under the act of June 10, 1896, and that he was then a minor. The Department held that he was entitled to be enrolled as a citizen of the Cherokee Nation.

In September of the past fiscal year the Commission addressed itself to the preparation of decisions in doubtful freedmen cases. The rights of applicants of this class have been vigorously contested. The attorneys for the applicants and for the Cherokee Nation, in addition to submitting briefs, desired to present their views in oral argument before the full Commission. Their wishes in this respect were granted, and the law clerks charged with the preparation of the cases for

decision were also given an opportunity to hear the arguments of counsel, which developed a broad divergency of view. The attorneys for the Cherokee Nation contended that only those freedmen whose names are found on the 1880 roll and their descendants were entitled to enrollment, while the counsel for the applicants claimed that nothing short of the enrollment of all those whose names appear on the Kern-Clifton roll of 1897 and their descendants could be called a strict compliance with the decree of the Court of Claims in the case of Moses Whitmire *v.* Cherokee Nation. (Appendix No. 3, p. 128.) Both theories were pressed with vigor.

The Commission in receiving applications and classifying freedmen applicants has been guided by the instructions of the Secretary of the Interior as contained in his letter of May 11, 1900. (Appendix No. 4, p. 132.) As the views of both the attorneys for the Cherokee Nation and for the applicants were at variance with the departmental view, it was deemed advisable to prepare a test case for submission to the Secretary of the Interior. The consolidated case of Henry C. Hayden et al. (Cherokee Freedman D 498), was selected for this purpose as involving the most important issues arising in this class of applications. One of the applicants claimed citizenship by intermarriage. In September, 1902, the Commission rendered its decision therein, denying the applications on the ground that the applicants had not complied with the provisions of the treaty of 1866. The decision, together with the briefs submitted by counsel for both parties, was forwarded to the Secretary of the Interior for his consideration. The Department approved this decision, but no opinion was rendered as to whether a person of negro blood can acquire rights by virtue of intermarriage. This question, however, is involved in the case of Thomas York (Cherokee D 256), now pending before the Department. There are 136 applicants who claim the right to enrollment as Cherokee freedmen by virtue of intermarriage.

The injunction proceedings growing out of the enrollment of Cherokee freedmen (Appendix No. 5, p. 134), mentioned in the Commission's Ninth Annual Report, have not yet been determined and the suit is still pending in the United States court for the western district of Indian Territory.

The following table shows the number of cases and the applicants embraced therein in which final decisions have been rendered since July 1, 1902, together with the action of the Secretary of the Interior on such cases as were transmitted to the Department. Decisions of the Commission enrolling applicants against whom no protest is entered by the attorneys for the Cherokee Nation are, under instructions, not forwarded to the Department for approval, but the names of such applicants are embraced in the schedules forwarded for approval. The figures include applicants listed under the general application of June 30, 1902.

Number of cases in which applicants have been denied enrollment (exclusive of memoranda cases)	247
Number of cases in which applicants have been enrolled	588
Number of cases in which part of the applicants have been denied and part enrolled	118
Memoranda cases (denied under act of May 31, 1900)	83

Total number of cases in which decisions have been rendered during the year

1,036

Number of decisions approved by the Department.....	418
Number of applicants embraced therein	643
Number of decisions reversed by the Department.....	9
Number of applicants embraced therein.....	15
Number of decisions remanded by the Department for further proceedings....	38
Number of applicants embraced therein.....	110

Total number of persons enrolled by order of the Commission or by the Department on appeal	1,662
Total number of persons denied enrollment by the Commission and approved by the Department (exclusive of memoranda cases)	466
Total number of persons denied enrollment under the act of May 31, 1900.....	271
Total number of applicants whose applications have been dismissed and such action approved by the Department	39
Total number of applicants embraced in decisions rendered by the Commission during the year	2,438

The persons whose applications have been so disposed of are classified as follows:

Cherokees	1,623
Delaware-Cherokees	31
Shawnee-Cherokees	97
Intermarried whites	412
Freedmen	10
Memoranda cases (all classes)	271
Total	2,438

The status of all applicants for enrollment as citizens of the Cherokee Nation on June 30, 1903, is shown by the following table:

Status of applicants.

	On schedules approved by the Department.	On schedules not yet approved by the Department.	Refused.	Undetermined.
Cherokees by blood (including Shawnees)	25,888	983	47	6,305
Cherokees by intermarriage.....	1,145		576	1,828
Delaware-Cherokees			3	1,127
Freedmen	2,749		12	4,163
Memoranda cases (all classes)			1,322	6
Total.....	29,782	983	1,960	13,429

^a See note on p. 21.

CREEKS.

In the Creek Nation little enrollment work remained undone at the beginning of the last fiscal year; consequently but little has been accomplished. The number of applicants for enrollment whose rights are undetermined has been reduced from 527 on July 1, 1902, to 65 at the close of the year.

The agreement with the Creeks, approved by Congress March 1, 1901 (Appendix No. 1, p. 80), provides that—

No person, except as herein provided, shall be added to the rolls of citizenship of said tribe after the date of this agreement, and no person whomsoever shall be added to said rolls after the ratification of this agreement.

The Commission construed this language as finally closing the rolls of Creek citizens, but the Department ruled that only those whose names are not found upon the tribal rolls of the Creek Nation are

debarred from enrollment under the law quoted. The reception of original applications has, therefore, been continued throughout the year.

The nearer the work approaches completion the greater the degree of care required in determining the rights of applicants for enrollment. When it is considered that no person who died prior to April 1, 1899; no child born subsequent to April 1, 1899, who died prior to July 1, 1900; no child born subsequent to July 1, 1900, who died prior to May 25, 1901; and no child who died subsequent to May 25, 1901, is entitled to enrollment, it will readily be seen that in cases of this character, where the question of date arises, the evidence must be clear and convincing. The longer the period of time which has elapsed since the birth or death of the applicant, as the case may be, the greater the difficulty encountered in obtaining sufficient proof upon which to predicate judgment. Many of those for whom applications have been made have been clearly shown, upon examination of the witnesses under oath, not to be entitled to enrollment, and in some cases the testimony has been so overwhelmingly against enrollment that the applications have been withdrawn by the persons who made them.

No record of births and deaths is provided for by law in the Creek Nation, and in very few instances coming under the observation of the Commission does it appear that such record has been kept by the relatives of the persons for whom applications have been made. The testimony submitted is from memory alone. In cases where the birth or death occurred within a few days of a date vital to the case, it is apparent that the date of such birth or death must be clearly and accurately established. In order to arrive at the truth supplemental testimony has been necessary in many cases, and extreme precaution is essential in order that injustice be not done the applicants or the Creek Nation.

During the session of the Creek national council, in July, 1902, the Commission maintained an office at Okmulgee, the capital of the Creek Nation, and in this manner obtained much information of value in the disposition of those citizenship cases which had been suspended for want of sufficient evidence.

ENROLLMENT CASES.

During the year ended June 30, 1903, 178 original applications, embracing 276 persons, were made to this Commission for enrollment as citizens of the Creek Nation. Additional testimony has also been taken in 54 cases. In 107 cases, embracing 128 persons, the applicants have been listed for enrollment without formal decision, no objections having been entered by the attorneys for the Creek Nation. In 32 cases, embracing 99 applicants for enrollment, decisions have been prepared by the Commission and transmitted to the Secretary of the Interior, together with the record in the case, for review.

Final action has been taken by the Department in 42 cases, enrolling 111 and denying 73 persons. The Department affirmed the decisions of the Commission as to 129 and reversed its decisions as to 55 persons. This number includes such cases as were pending before the Department at the beginning of the year. Applications for enrollment of 225 persons as citizens of the Creek Nation in which additional evidence is necessary are now pending before the Commission.

MEMORANDUM CASES.

Applications have been made to the Commission in 25 cases, embracing 85 applicants, who have neither been duly and lawfully enrolled by the Creek tribal authorities as citizens of that tribe nor admitted to citizenship in said Nation by the legally constituted authorities. These applications have been disposed of under the act of Congress approved May 31, 1900 (Appendix No. 1, p. 77). Generally speaking, applicants who come within the provisions of this act are entirely ignorant of the law governing the Commission, and believe that the possession of a degree of Creek blood is the only requisite to their enrollment.

BIRTHS AND DEATHS.

During the fiscal year ended June 30, 1903, there have been filed with the Commission affidavits evidencing the birth to Creek parents of 222 children, whose enrollment is solicited. Affidavits as to the death of 236 applicants for enrollment as citizens of the Creek Nation have also been received. In 125 cases additional evidence is required to establish the birth, while the evidence of death in 136 cases is insufficient.

Aside from the original birth applications mentioned above, supplemental proof has been submitted in the matter of applications for the enrollment of 484 children born to citizens of the Creek Nation since the date of the last authenticated tribal roll.

FINAL ENROLLMENT.

During the past fiscal year the names of 606 citizens, by blood, of the Creek Nation have been placed upon schedules or partial rolls and submitted to the Secretary of the Interior for approval. Certificates evidencing the citizenship of 1,056 persons have been issued to the Creek allotment office in connection with the applications of such citizens for allotments of land.

The following table shows the total number of persons who have applied for citizenship in the Creek Nation prior to the close of the last fiscal year and their classification:

Creek Indians.

Number of applicants whose final enrollment has been approved by the Secretary of the Interior	9,624
Number of persons regularly listed for enrollment, but not placed upon partial rolls for approval by the Department	190
Number of applicants whose rights to enrollment have not been determined	52
Total	9,866

Creek freedmen.

Approved by the Secretary of the Interior	4,954
Listed for enrollment, but not transmitted to Department for approval	424
Number of applicants whose rights to enrollment have not been determined	13
Total	5,391
Grand total	15,257

SURVEYS AND APPRAISEMENTS.

SURVEYS.

The survey and appraisal work of the Commission is finished. Actual field work was discontinued on January 31, 1903. It was expected to disband the seven survey parties which the Commission had in the field at the close of the calendar year 1902, but the work was retarded by excessive rains, necessitating the retention of five of these field parties during January of the present year.

This force was engaged in the subdivision into 40-acre tracts of the more thickly settled districts in the Choctaw, Chickasaw, and Cherokee nations and the platting of improvements with respect to such subdivisions—a work invaluable in the allotment of lands, as evidenced in the Creek Nation. During the year 4,625 sections were surveyed, and platted in this manner. There will be found appended a map indicating the progress of the work, the territory covered during the last fiscal year being shown in blue (Exhibit No. 2). In the mountainous and more sparsely populated districts, where an accurate record as to the location of improvements is not essential, this work was omitted.

Upon the disbanding of its survey parties the Commission made a material reduction in its force. A few of the more proficient employees who had been engaged in the survey work were assigned to duty in the various land offices where their services are rendered especially valuable by reason of the information and experience gained in the field work.

The office records relating to surveys have also been completed and for the most part those employed in their compilation have been utilized in providing the personnel of the several land offices recently established.

APPRAISEMENT.

The triplicate record of land classification, consisting of 27 volumes, was completed early in the year. The Commission then proceeded to the appraisal of the lands of the Choctaw, Chickasaw, Creek, and Cherokee nations, the Seminole Nation having already been appraised. The following tables indicate the appraised values placed upon the different grades of land as previously classified:

CHOCTAW AND CHICKASAW NATIONS.

Class.	Description.	Appraised value per acre.
1	Natural open bottom land	\$6.50
2a	Cleared bottom land	6.50
2b	Best black prairie land	6.50
3	Bottom land covered with timber and thickets. (If the timber is of commercial value, it will be appraised separately)	6.50
4a	Best prairie land other than black	6.00
4b	Bottom land subject to overflow	5.50
5a	Prairie land smooth and tillable	5.00
5b	Swamp land easily drainable	4.50
6a	Rough prairie land	4.00
6b	Upland with hard timber. (If the timber is of commercial value, it will be appraised separately)	3.25
7a	Rocky prairie land	3.00
7b	Swamp land not easily drainable	2.50
8a	Alkali prairie land	2.00

CHOCTAW AND CHICKASAW NATIONS—Continued.

Class.	Description.	Appraised value per acre.
8b	Hilly and rocky land	\$1.50
8c	Swamp land not profitably drainable	1.00
8d	Mountain pasture land	1.00
9a	Sandy land with pine timber. (If the timber is of commercial value, it will be appraised separately) .....	.75
9b	Mountain land with pine timber. (If the timber is of commercial value, it will be appraised separately) .....	.50
10	Rough mountain land .....	.25

CHEROKEE NATION.

1	Natural open bottom land	\$6.50
2	Best black prairie land	6.50
3a	Bottom land covered with timber and thickets	6.50
3b	Best prairie land other than black	5.00
4a	Bottom land subject to overflow	4.00
4b	Prairie land smooth and tillable	4.00
5a	Rough land free from rocks	3.00
5b	Rolling land free from rocks	4.00
6a	Rocky prairie land	2.50
6b	Sandy prairie land	3.00
7a	Alkali prairie land	3.00
7b	Hilly and rocky land	2.00
8a	Swamp land	2.50
8b	Mountain pasture land	1.50
9a	Mountain land, sandy loam	1.50
9b	Mountain land, silicious	1.00
10a	Rough and rocky mountain land .....	.50
10b	Flint hills .....	.50

CREEK NATION.

1	Natural open bottom land	\$6.50
2	Best black prairie land	6.50
3a	Bottom land covered with timber and thickets	6.50
3b	Best prairie land other than black	5.00
4a	Bottom land subject to overflow	4.00
4b	Prairie land smooth and tillable	4.00
5a	Rough land free from rocks	3.00
5b	Rolling land free from rocks	4.00
6a	Rocky prairie land	2.50
6b	Sandy prairie land	3.00
7a	Alkali prairie land	3.00
7b	Hilly and rocky land	2.00
8a	Swamp land	2.50
8b	Mountain pasture land	1.50
9a	Mountain land, sandy loam	1.50
9b	Mountain land, silicious	1.00
10a	Rough and rocky mountain land .....	.50

The relative values of the different grades of land having been determined, notice was issued to the members of the Choctaw, Chickasaw, and Cherokee nations that the appraised value of the lands which they desired to select in allotment would be supplied upon request in order to facilitate the work of allotment. This notice precipitated a deluge of letters inquiring as to the valuation of specific tracts, and supplying the information asked for employed a large clerical force.

Owing to the large number of complaints made as to the classification of lands, it was deemed advisable to test the accuracy of the work performed by the Commission's land appraisers, and accordingly the following notice was issued to the citizens of the Cherokee Nation on October 8, 1902:

Notice is hereby given to the citizens of the Cherokee Nation that the Commission to the Five Civilized Tribes will, at any time prior to the 1st day of December, 1902,

receive and consider the complaint or grievance which any citizen may desire to present concerning the classification placed upon lands of that tribe which he desires to select as an allotment. Such complaints must be made under oath before an officer having a seal, must describe the land in question, must show that affiant desires to select the same in allotment for himself or those whom he lawfully represents, and indicate in what particulars the classification heretofore made should be modified. No complaint received after the 30th day of November, 1902, will be considered, and thereafter the classification of lands will be declared fixed and final and not subject to change from any cause.

As a result of this notice 855 protests were filed, but in 423 cases the complaints were so trivial that a reexamination of the lands involved was deemed unnecessary. A personal inspection was made of the lands involved in the remaining 432 complaints, but in very few cases did the conditions warrant a change in the classification complained of. The results of the test were generally satisfactory, and did not justify a similar course in the other nations, the original classification being found sufficiently accurate to be used as a basis of allotment.

On January 6, 1902, the appraised value of all pine timber in the Choctaw and Chickasaw nations, previously estimated by the Commission, was fixed at 50 cents per thousand, regardless of its location.

COAL AND ASPHALT.

Mention may also be made here of the geological work performed under the direction of the Commission during the year ended June 30, 1903. In the act of Congress approved July 1, 1902 (Appendix No. 1, p. 102), the following language is found:

Within six months after the final ratification of this agreement, the Secretary of the Interior shall ascertain, so far as may be practicable, what lands are principally valuable because of their deposits of coal or asphalt, including therein all lands which at the time of the final ratification of this agreement shall be covered by then existing coal or asphalt leases, and within that time he shall, by written order, segregate and reserve from allotment all of said lands. Such segregation and reservation shall conform to the subdivisions of the Government survey, as nearly as may be, and the total segregation and reservation shall not exceed five hundred thousand acres.

With a view to carrying out this provision of law, Mr. Joseph A. Taff, geologist, by direction of the Secretary of the Interior, reported to the Commission on November 27, 1902, and proceeded at once to the field, accompanied by three competent geologists employed to assist him in the location of the lands to be segregated. The field work was more or less delayed by unfavorable weather and was not completed until March 12, 1903. The lands segregated under the provision of law quoted cover an area of 444,863.03 acres.

Upon the completion of the work incident to the coal and asphalt segregation in the Choctaw and Chickasaw nations, it was deemed advisable to make an examination as to alleged coal deposits in the Creek Nation. Accordingly a geologist was detailed to make investigation and ascertain the location of such coal beds as might be of commercial value. This investigation revealed the existence of two distinct coal deposits in the Creek Nation. The Commission believes that an added value should be given to the lands which embrace valuable coal deposits, and the Creek appraisement committee will be instructed accordingly. Accompanying this report will be found a map showing the location of coal lands in the Creek Nation. (Exhibit No. 5.)

TOWN SITES.

The work devolving upon the Commission in making recommendations for town sites has proven a considerable factor, and it is deemed important that brief mention be made thereof.

In the act of Congress approved May 31, 1900 (Appendix No. 1, p. 79), the following language appears:

Upon the recommendation of the Commission to the Five Civilized Tribes, the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding 160 acres in any one tract, at such stations as are or shall be established in conformity with law, on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time.

Under this provision of law recommendations were made by this Commission for the segregation of 55 town sites, as follows:

CREEK NATION.

Reservation.	Date of recommendation.	Date of approval.	Area.	Railway on which located.
			<i>Acres.</i>	
Winchell.....	Sept. 11, 1900	Oct. 26, 1900	160	St. Louis, Oklahoma and Southern R. R.
Alabama.....	do	do	80	Do.
Mounds.....	Sept. 12, 1900	do	160	Do.
Wetumka.....	do	do	160	Do.
Beggs.....	do	do	160	Do.
Yeager.....	do	do	120	Do.
Henryetta.....	do	do	157.13	Do.
Okmulgee.....	do	Dec. 28, 1900	160	Do.
Oktaha.....	May 24, 1901	(a)	60	Missouri, Kansas and Texas R. R.
Summit.....	do	(a)	40	Do.
Hall.....	May 27, 1901	(b)	40	St. Louis and Oklahoma City R. R.
Blackstone.....	do	(b)	37.40	Missouri, Kansas and Texas R. R.
Gibson Station.....	do	Oct. 23, 1901	160	Do.
Inola.....	do	Oct. 24, 1901	160	Kansas and Arkansas Valley R. R.
Kellyville.....	do	do	80	St. Louis and Oklahoma City R. R.
Leliaetta.....	do	(b)	40	Missouri, Kansas and Texas R. R.
Mazie.....	do	(b)	40	Do.
Red Fork.....	do	Dec. 13, 1901	160	St. Louis and San Francisco R. R.
Rosedale.....	do	(b)	20	Missouri, Kansas and Texas R. R.
Ross.....	do	(b)	40	Kansas and Arkansas Valley R. R.
Tancha.....	do	(b)	40	A. and P. R. R.

CHOCTAW NATION.

Wild Horse.....	Nov. 6, 1901	(a)	36.47	Western Oklahoma R. R.
North Fork.....	do	(a)	40	Do.
Coalgate.....	do	(a)	160	Do.
Halleyville.....	Dec. 11, 1901	(a)	163.61	Do.
Kiowa.....	Nov. 6, 1901	(a)	159.70	Do.
Windy Hill.....	do	(a)	40	Do.
Wapanucka.....	do	(a)	160	Do.
Harrington.....	June 5, 1902	Apr. 1, 1903	45	Arkansas and Choctaw R. R.
Valliant.....	June 5, 1901	Oct. 9, 1902	125	Do.
Purnell.....	June 5, 1902	June 24, 1902	89.39	Do.
Garvin.....	do	do	120	Do.
Fort Towson.....	do	Dec. 10, 1902	160	Do.
Gilbert.....	do	June 24, 1902	100	Do.
Hugo.....	do	Sept. 13, 1902	160	St. Louis and San Francisco R. R. and Arkansas and Choctaw R. R.
Soper.....	do	Oct. 1, 1902	90	Do.
Bennington.....	do	June 24, 1902	140	Do.
Hunter.....	do	Dec. 23, 1902	45	Do.
Boswell.....	July 11, 1902	July 23, 1902	160	Arkansas and Choctaw R. R.
Crowder City.....	Aug. 9, 1902	Oct. 21, 1902	160	Do.
North Coalgate.....	Feb. 17, 1903	(a)	160	Western Oklahoma R. R.
Blue.....	Nov. 6, 1901	Apr. 8, 1902	36.47	Arkansas and Choctaw R. R.

^a Disapproved.

^b Recommendation withdrawn.

CHICKASAW NATION.

Reservation.	Date of recommendation.	Date of approval.	Area.	Railway on which located.
Russett	Nov. 6, 1901	Nov. 19, 1901	<i>Acres.</i> 80	Western Oklahoma R. R.
Francis	Sept. 11, 1900	Oct. 26, 1900	160	St. Louis, Oklahoma and Southern R. R.
Ada .....	.....do.....	Jan. 10, 1901	160	Do.
Roff	Sept. 12, 1900	Dec. 28, 1900	160	Do.
Seullin .....	.....do.....	Oct. 26, 1900	120	Do.
Bryant Station	Sept. 11, 1900	.....do.....	155.45	Do.
Madill	Sept. 12, 1900	Jan. 5, 1901	160	Do.
Helen	Sept. 11, 1900	Oct. 26, 1900	156.90	Do.
Woodville	Sept. 12, 1900	.....do.....	160	Do.
Gray .....	.....do.....	.....do.....	80	Do.
Ravia	Sept. 11, 1900	Jan. 28, 1901	157.09	Do.
Mead	June 5, 1902	Dec. 23, 1902	60	Arkansas and Choctaw R. R.
Aylesworth	Aug. 23, 1902	Oct. 22, 1902	40	Do.

Under the same provision of law recommendations were made on February 17, 1902, for the segregation of additional lands for town-site purposes at the towns of Mill Creek, Madill, Francis, and Tuttle, but before departmental action was taken upon these latter recommendations the act of March 3, 1903, which contains the following provision, became effective:

To pay all expenses incident to the survey, platting, and appraisal of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, twenty-five thousand dollars: *Provided*, that the money hereby appropriated shall be applied only to the expenses incident to the survey, platting, and appraisal of town sites heretofore set aside and reserved from allotment: *And provided further*, that nothing herein contained shall prevent the survey and platting, at their own expense, of town sites by private parties where stations are located along the lines of railroads, nor the unrestricted alienation of lands for such purposes, when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior.

Under this provision of law numerous requests are being made by allottees for permission to alienate lands for town-site purposes without restriction.

The following recommendations for unrestricted alienation have been made by the Commission under the law last quoted:

Reservation.	Date of recommendation.	Area.	Railway on which located.
Spokogee	Apr. 8, 1903	<i>Acres.</i> 240	Fort Smith and Western R. R.
Coweta	June 30, 1903	243.81	Missouri, Kansas and Oklahoma R. R.
Broken Arrow .....	.....do.....	120	Do.
Porter .....	.....do.....	120	Do.

In proceeding under the act of May 31, 1900, it will be understood that careful investigation of the conditions at the points where the town sites were desired was essential. In recommending the unrestricted alienation of lands under the act of March 3, 1903, the examination into the facts and conditions must be even more exhaustive. Not only must the necessity for a town site and the suitability for town-site purposes of land which it is sought to alienate be demonstrated, but the Commission must probe into the details surrounding the case in order that the interests of the allottees may be fully protected.

In view of the many railroads being constructed and the urgent necessity for the establishment of towns along the lines of such railroads, it is anticipated that a considerable amount of work will be entailed upon the Commission by reason of requests for permission to alienate lands under the act of March 3, 1903.

ALLOTMENT OF LAND.

The impetus given the work of the Commission by the ratification of the several agreements which became effective in the early part of the past fiscal year has carried it to a point even beyond that anticipated in our last annual report. Not only has the enrollment work been brought almost to a close, but allotment in the three greater tribes has been substantially begun. The experience gained in the allotment of the Creek and Seminole nations is proving of great aid in the execution of the larger work now on hand.

Immediately upon the ratification of the Cherokee agreement (Appendix No. 1, p. 115) and the supplemental Choctaw-Chickasaw agreement (Appendix No. 1, p. 102) the Commission began to prepare for the establishment of land offices in these tribes. The new work, following as it did the completion of the survey and enrollment work, enabled the Commission to equip its land offices with a force thoroughly familiar with the conditions existing in Indian Territory, and by their experience in the work preparatory to allotment especially qualified to take up the new duties which the land offices presented.

In order that adequate executive authority might be present in each of these widely separated offices, Commissioner Breckinridge was placed directly in charge of the Cherokee land office at Tahlequah; Commissioner Stanley in charge of the Chickasaw land office at Tishomingo, while the Choctaw land office at Atoka was placed under the supervision of Chairman Bixby. Commissioner Needles was assigned to assist the chairman at Muskogee, and he has full charge of that office when the chairman is called to other points.

A statement of the area of the several nations embraced in Indian Territory, when considered in connection with the total number of allotments to be made and the amount of care and labor involved in making each allotment, may serve to convey some idea of the task which the allotment of lands represents:

	Acres.
Choctaw Nation.....	6,950,043.66
Chickasaw Nation.....	4,703,108.05
Cherokee Nation.....	4,420,070.13
Creek Nation.....	3,072,813.16
Seminole Nation.....	365,854.39
Total.....	19,511,889.39

Approximate number of allotments, 90,000.

The area as shown above represents the total acreage of Indian Territory, and includes all lands which for various causes are not subject to allotment.

SEMINOLE NATION.

The last annual report of the Commission showed the completion of allotment in the Seminole Nation, save as to the recording of a small

number of allotments, and the issuance of certificates therefor, which was finished early in the past year. In a few instances, however, the Commission has been unable to effect delivery of allotment certificates to the allottees. In some cases their whereabouts can not be ascertained, while some have died, and the Commission is not advised as to who is entitled to receive their certificates of allotment.

A full administration of the Seminole estate now awaits only the disposition of those lands which remain unallotted and the issuance of patents conveying title to the lands allotted upon the expiration of the tribal government (see para. 12, Seminole agreement approved July 1, 1898, Appendix No. 1, p. 80), which, by a provision of the act of Congress approved March 3, 1903 (Appendix No. 1, p. 123), is destined to become extinct on March 4, 1906. The accompanying map (Exhibit No. 6) shows in white the unallotted lands of the Seminole Nation, which aggregate 18,630.64 acres.

CREEK NATION.

Completion of the preliminary allotment of 160 acres to each citizen of the Creek Nation, as provided by the agreement with the Creeks approved March 1, 1901 (Appendix No. 1, p. 80), depends mainly upon the establishment of a date after which no application for enrollment in that tribe may be determined. Until the preliminary allotment is finished the Commission believes it may not begin the work of equalization upon a basis of value by allotting the residue of land, as provided by section 9 of the agreement above referred to.

During the fiscal year ended June 30, 1903, 3,449 allotments have been made to Creek citizens. Of this number 2,268 were selected by the allottees in person or by their accredited representatives, 329 were made to the heirs of deceased persons, and 852 were arbitrary allotments made by the Commission. The land embraced in these allotments aggregates 253,108.32 acres.

Since the opening of the Creek land office, in 1899, 2,430,370.76 acres of land have been allotted. The allotment of this area is represented by 19,320 selections, made either by the allottees, their authorized representatives, or by the Commission arbitrarily for the allottees.

It will be understood that an entire allotment is not always selected at one time; hence the seeming disproportion between the number of citizens and the number of allotment selections.

Of the total number of Creek citizens, 14,460 have now received complete allotments. This number includes 2,183 arbitrary allotments made by the Commission and 876 allotments to heirs of deceased persons. Partial selections have been made by 311 persons, while 77 persons whose final enrollment has been approved by the Secretary of the Interior have received no allotments.

In many instances of arbitrary allotment the land allotted has, in fact, been designated by the allottees and allotted by the Commission upon their written request when such a course was shown to subserve the best interests of all concerned and the Commission was satisfied that the persons making such requests were really unable, for various causes, to appear at the land office and make personal application for their allotments.

Applications for allotments were received at the office which the Commission maintained at Okmulgee during the session of the Creek

national council in July, 1902, and in that way many were reached who had not appeared at the land office to select their allotments. The branch office was connected by telephone with the main office at Muskogee, thus giving access to the land-office records. This plan resulted in 100 selections of allotments being made, principally by full bloods, who would have been reluctant to come to Muskogee for the purpose of selecting allotments. A large number of homestead selections were also made for full-blood Indians who were able to designate the lands they desired set apart as homesteads but were not able to geographically describe them. A map showing allotments made in the Creek Nation up to and including June 30, 1903, accompanies this report (Exhibit No. 7).

APPRAISEMENT OF IMPROVEMENTS.

With a view to carrying out the provisions of section 5 of the agreement with the Creeks approved March 1, 1901 (Appendix No. 1, p. 80), an appraisement committee, consisting of four members, one being a representative of the Creek Nation, was organized on March 15, 1902.

During the past year 455 requests to have improvements appraised were filed with the Commission. Of this number 400 have been acted upon. The values placed upon the improvements appraised vary from \$1.50 to \$1,085, and aggregate \$38,581.49.

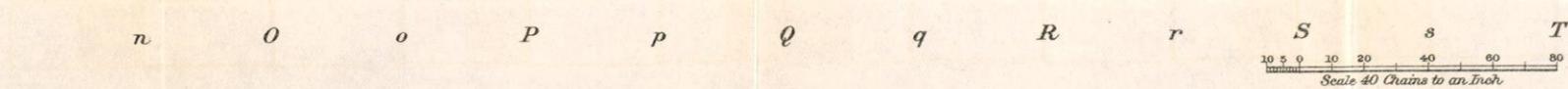
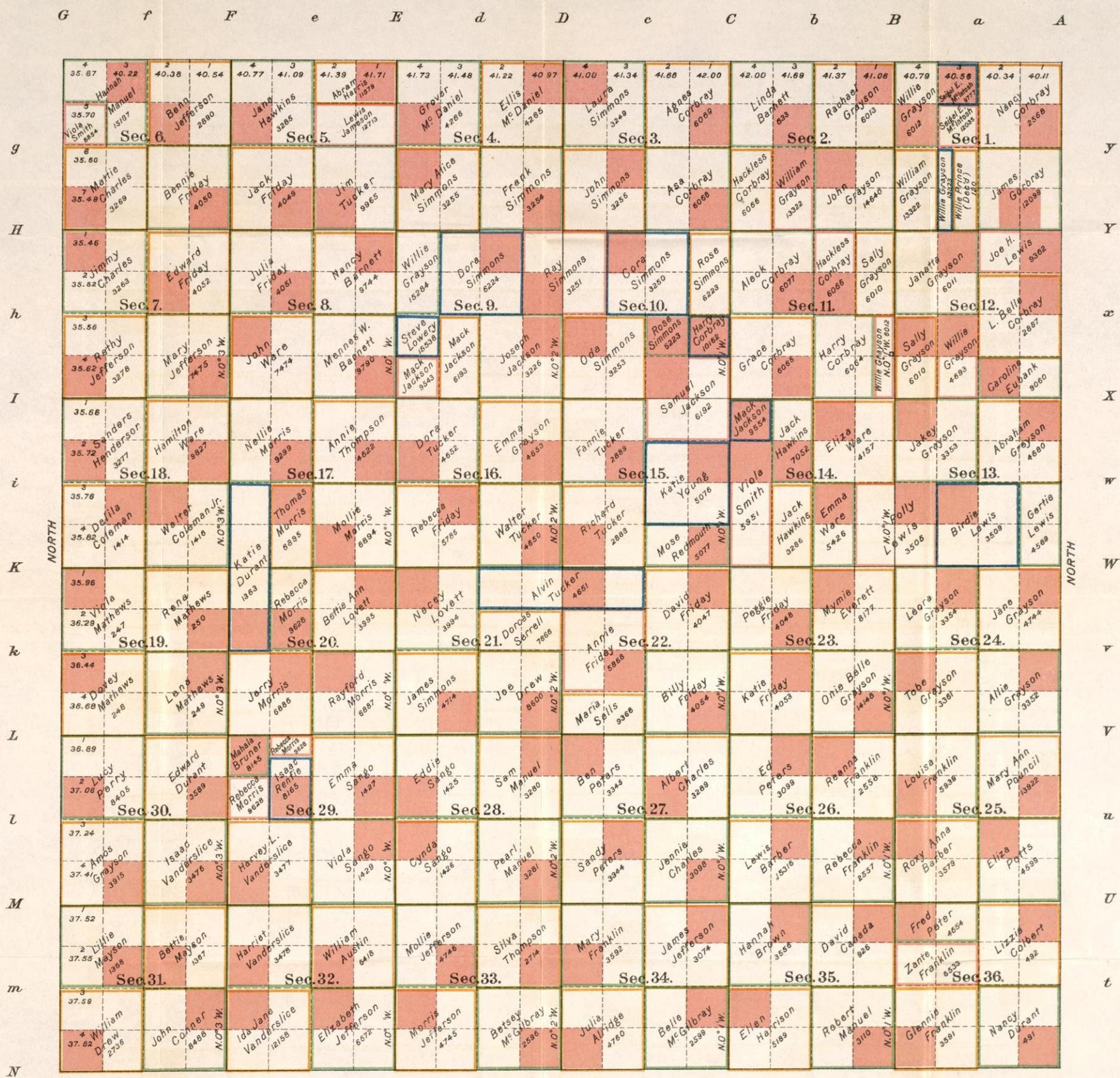
Improvements belonging to 583 Creek citizens have been appraised since the work was commenced in March, 1902, the aggregate valuation placed thereon being \$54,554.42.

The operations of the Creek appraisement committee cover every township in the Creek Nation. It is apparent, therefore, that an immediate compliance with each request to have improvements appraised would necessitate the same territory being traversed again and again and entail a heavy expense. Consequently, the appraisement of improvements was suspended on April 10, 1903. Since that date 55 applications to have improvements appraised have been filed which still await the action of the Commission.

ISSUANCE OF DEEDS.

The record work preparatory to the issuance of patents to citizens of the Creek Nation, under the provisions of section 23 of the Creek agreement ratified May 25, 1901 (Appendix No. 1, p. 80), has been practically finished. This involved the deduction of the homestead reservation from each allotment of 160 acres, in order that separate deeds might be issued, as well as the deduction of all lands acquired by railroads for right of way, station grounds, or other purposes, and such lands as were set apart for the use of schools and churches. Ninety-three reservations of the character last mentioned have been made. The blank form prepared and mailed to allottees has greatly facilitated the designation of homesteads, yet in many instances the Commission has been obliged to assume this responsibility. Such a course necessitates the exercise of great care, in order that the most valuable improvements may be included. Wherever practicable the homestead has been made to conform to section lines, in order that easy access to public highways may be afforded. Approximately 12,000 homestead selections have been made, about 3,000 remaining to be designated.

Township N^o15 North Range N^o15 East of the Indian Meridian, Indian Territory.



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

U.S. Commission to the Five Civilized Tribes.

Muscogee, I.T. } Acting-Chairman.

Notable headway has also been made in the actual issuance of deeds. Approximately 18,000 (nearly two-thirds of the total number of deeds required) have now been issued, and 17,000 of these (8,500 allotments and 8,500 homesteads) have been delivered to the principal chief of the Creek Nation for execution.

It may be of interest to note here the routine through which each deed passes before it is placed in the hands of the allottee to whom it conveys title. After being prepared, and before allowed to leave the office of the Commission, it is carefully checked and verified as to the most minute detail. When found to be absolutely correct it is transmitted to the principal chief of the Creek Nation for his signature. After execution by the principal chief the instrument is returned to the Commission and is submitted in turn to the Secretary of the Interior for approval. When this has been granted the deed once more returns to the office of the Commission. Upon reaching this office the date and hour of receipt is entered thereon as the time filed for record, the deed is numbered, recorded, and indexed. This being done it is certified by the Commission and transmitted to the principal chief for delivery to the allottee. It may be added that in passing back and forth between the Commission, the principal chief, and the Department the deeds as a rule go in batches of several hundred.

RECORDING OF DEEDS.

In section 23 of the agreement with the Creeks approved March 1, 1901 (Appendix No. 1, p. 80), the following language is found:

All deeds when so executed and approved shall be filed in the office of the Dawes Commission, and there recorded without expense to the grantee, and such records shall have like effect as other public records.

The recording of deeds under this provision of law was commenced on December 20, 1902. The process of record entails considerable clerical work, and the necessity for carefulness and accuracy is apparent. During the past year 13,919 allotment and homestead deeds and 451 deeds to heirs of deceased persons were recorded in the office of the Commission. These have all been transmitted to the principal chief of the Creek Nation for delivery to the allottees.

In this connection mention may also be made of town-lot deeds which under the same provision of law are recorded by this Commission. During the fiscal year ended June 30, 1903, 1,475 deeds to town lots have been recorded. These deeds convey title to lots in the towns of Muskogee, Wagoner, Okmulgee, Eufaula, Checotah, Tulsa, Mounds, Bristow, Red Fork, Henryetta, Beggs, Sapulpa, Wetumka, Holdenville, and Kellyville.

Accompanying this report (Exhibits Nos. 12, 13, and 14) will be found copies of allotment deeds, homestead deeds, and deeds to the heirs of deceased persons as they appear when ready for delivery to the allottee. There is also appended (Exhibit No. 15) a plat of township 15 north, range 15 east, with respect to which the work of the Commission is finished. The entire township has been allotted, deeds have been issued, and title has passed to the allottees.

CHEROKEE NATION.

The agreement made with the Cherokee tribe of Indians by this Commission, acting on behalf of the United States Government

(Appendix No. 1, p. 115), was confirmed by the act of Congress approved July 1, 1902, and entitled "An act to provide for the allotment of lands of the Cherokee Nation, for the disposition of town sites therein, and for other purposes." This agreement became effective August 7, 1902, upon its ratification by the citizens of the Cherokee Nation. It contains the following provisions bearing directly upon the allotment of the lands of the Cherokee Nation which have been held in common by the members of that tribe for nearly three quarters of a century:

SEC. 11. There shall be allotted by the Commission to the Five Civilized Tribes and to each citizen of the Cherokee tribe, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements.

SEC. 12. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter of a quarter section, subdivision established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

SEC. 13. Each member of said tribe shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to forty acres of the average allottable lands of the Cherokee Nation, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. Separate certificate shall issue for said homestead. During the time said homestead is held by the allottee the same shall be nontaxable and shall not be liable for any debt contracted by the owner thereof while so held by him.

SEC. 14. Lands allotted to citizens shall not in any manner whatever, or at any time, be encumbered, taken, or sold to secure or satisfy any debt or obligation, or be alienated by the allottee or his heirs before the expiration of five years from the date of the ratification of this act.

SEC. 15. All lands allotted to the members of said tribe, except such lands as are set aside to each for a homestead, as herein provided, shall be alienable in five years after issuance of patent.

SEC. 16. If for any reason an allotment should not be selected or a homestead designated by or on behalf of any member of the tribe, it shall be the duty of said Commission to make said selection and designation.

SEC. 17. In the making of allotments and in the designation of homesteads for members of said tribe said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in section twelve hereof.

* * * * *

SEC. 22. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior, to determine all matters relative to the appraisalment and the allotment of lands.

SEC. 23. All Delaware Indians who are members of the Cherokee Nation shall take lands and share in the funds of the tribe, as their rights may be determined by the judgment of the Court of Claims, or by the Supreme Court if appealed, in the suit instituted therein by the Delawares against the Cherokee Nation, and now pending; but if said suit be not determined before said Commission is ready to begin the allotment of lands of the tribe as herein provided, the Commission shall cause to be segregated one hundred and fifty-seven thousand six hundred acres of land, including lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees, dated April eighth, eighteen hundred and sixty-seven, such lands so to remain, subject to disposition according to such judgment as may be rendered in said cause; and said Commission shall thereupon proceed to the allotment of the remaining lands of the tribe as aforesaid. Said Commission shall, when final judgment is rendered, allot lands to such Delawares in conformity to the terms of the judgment and their individual rights thereunder. Nothing in this act shall in any manner impair the rights of either party to said contract as the same may be finally determined by the court, or shall interfere with the holdings of the Delawares under their contract with the Cherokees of April eighth, eighteen hundred and sixty-seven, until their rights under said contract are deter-

mined by the courts in their suit now pending against the Cherokees, and said suit shall be advanced on the dockets of said courts and determined at the earliest time practicable.

As soon as the agreement was ratified preparations were begun for the opening of a land office in the Cherokee Nation. The enrollment of citizens was expedited as much as possible, the records put in shape for allotment, and the lands involved in the suit of the Delawares now pending before the Supreme Court segregated as provided by law.

After careful deliberation, dominated by an earnest desire on the part of the Commission to subserve, first, the interests of the full-blood Indian, it was determined to locate the Cherokee land office temporarily at Vinita, removing it after a time to Tahlequah, the capital of the Cherokee Nation. Accordingly, on October 1, 1902, the following notice was issued:

OPENING OF LAND OFFICE FOR THE CHEROKEE NATION.

Notice is hereby given that on the 1st day of January, A. D. 1903, the Commission to the Five Civilized Tribes will establish, at the town of Vinita, in the Cherokee Nation, Indian Territory, an office for the allotment of the lands of the Cherokee Nation, as contemplated by the provisions of the act of Congress approved July 1, 1902 (Public—No. 241), and ratified by the citizens of the Cherokee Nation August 12, 1902.

Attention is called to the following provisions of said act:

Section 11. _____.
 Section 12. _____.
 Section 16. _____.
 Section 17. _____.
 Section 70. _____.

Said office will be maintained at Vinita, Ind. T., until April 30, 1903, and then removed to Tahlequah, Ind. T., where said office will be opened May 4, 1903, and maintained indefinitely.

TAMS BIXBY, *Acting Chairman*,
 T. B. NEEDLES,
 C. R. BRECKINRIDGE,
Commissioners.

MUSKOGEE, IND. T., *October 1, 1902.*

This notice was published and distributed throughout the entire nation, and every effort made to disseminate the information which it was designed to convey.

In order to insure the conservative and systematic management of the office the following rules were adopted, to govern the selection of allotments and the designation of homesteads.

RULES AND REGULATIONS GOVERNING SELECTION OF ALLOTMENTS IN THE CHEROKEE NATION.

1. Applications for allotments and the designation of homesteads must be made by adult citizens in person, except as hereinafter provided.
2. Citizens who have married, whether they have attained their majority or not, will be regarded as of age for the purpose of making applications for allotments and the designation of homesteads.
3. Applications for allotments and the designation of homesteads may be made by citizen parents for unmarried male children under 21 years of age, and for unmarried female children under 18 years of age; and a male citizen may make application for allotment and designation of homestead for his citizen wife unless she shall, at the time or previously, in writing protest thereto.
4. Applications for allotments and the designation of homesteads must be made in person by the citizen wife on behalf of herself and minor unmarried children if her husband is a citizen of the United States or of another nation or tribe.

5. Applications for allotments and the designation of homesteads for minor orphans and minors having no living citizen parent must be made by legally appointed guardian or curator or the administrator having charge of their estate.

6. Applications for allotments and the designation of homesteads for prisoners, convicts, and soldiers and sailors of the United States on duty outside of the Indian Territory, must be made by duly appointed agents under power of attorney.

7. Applications for allotments and the designation of homesteads may also be made for aged and infirm persons under power of attorney, but the same will be refused unless the person so authorized and presenting said power of attorney shall be a husband or wife or relative not further removed than a cousin of the first degree.

8. Applications for allotments and designation of homesteads for incompetents must be made by guardians, curators, or by other suitable persons akin to them.

9. It shall be the duty of the Commission to see that selections of allotments and the designation of homesteads for the persons mentioned in rules 5, 6, 7, and 8 hereof are made for the best interest of such persons.

10. Upon the application of a duly appointed administrator or executor representing a citizen who died subsequent to the 1st day of September, 1902, an allotment will be made in the name of said deceased citizen, as provided in section 20 of the act of Congress approved July 1, 1902. In all cases where administrators or executors are not duly and expeditiously appointed, or fail to act promptly when appointed, or for any other cause selections be not so made for deceased citizens within reasonable time, the Commission will make allotments for such deceased persons.

11. Each citizen shall at the time of the initial application for an allotment be required to select land equal in value to at least 40 acres of the average allottable lands, out of which shall be designated a homestead, as provided in section 13 of the act of July 1, 1903 (Public, No. 241).

COMMISSION TO THE FIVE CIVILIZED TRIBES,
TAMS BIXBY, *Acting Chairman.*

MUSKOGEE, IND. T., *December 18, 1902.*

By the provisions of the Cherokee agreement the lands are to be distributed upon a basis of value. The following table indicates the number of acres which constitutes an allotment, according to classification and appraised value:

	Acres.
Land appraised at \$6.50.....	50
Land appraised at \$5.....	65
Land appraised at \$4.....	81
Land appraised at \$3.....	108
Land appraised at \$2.50.....	130
Land appraised at \$2.....	162
Land appraised at \$1.50.....	217
Land appraised at \$1.....	325
Land appraised at \$0.50.....	651

In accordance with the announcement published, the Cherokee land office was opened at Vinita on January 1, 1903, and a multitude of citizens presented themselves, each desiring to select his allotment first. To avoid confusion and expedite the work of allotment, tickets of admission were issued to all male citizens over 21 years of age and all female citizens over 18 years of age. These tickets are numbered consecutively, and persons desiring to select allotments are permitted to enter the land office only in the order in which their numbers are reached. (Exhibit No. 16.)

An exception to this rule is made, however, in the case of full-blood Indians. In order to encourage this class of citizens to select their allotments and not keep them away from their homes at an expense they can ill afford to meet, they are admitted to the land office at any time upon presentation of their ticket, regardless of the number it bears, and permitted to select their allotments at once. Tickets are issued either upon personal application or written request therefor,

great care being exercised in every instance to see that the recipient is a bona-fide citizen of the Cherokee Nation.

Upon the admission of an applicant to the land office the following method of procedure is observed in making an allotment:

The applicant presents himself first to the roll clerk, who procures his name and the names of the members of his family for whom he desires to select allotments. If it be found upon examination of the records that the enrollment of the applicants has been finally approved by the Secretary of the Interior, a certificate is issued evidencing their citizenship. (Exhibit No. 17.) This authorizes the location clerk to permit the applicant to make selection of allotments and designation of homesteads for himself and family.

When the citizenship certificate is presented to the location clerk he first ascertains in what township, range, and section the applicant desires to file. This often requires considerable effort, as many applicants are unable to geographically describe their lands. In order to meet this exigency, the Commission, when the lands of the Cherokee Nation were appraised, required its appraisers to locate, within each 40-acre tract, each house, and show to whom the same belonged. This record has proved a timely aid, especially in making allotments in that portion of the nation where the lands have not been subdivided into quarter-quarter sections, and in connection with the township survey plats affords all the information necessary to make an allotment.

Approximately one-third of the Cherokee Nation has been subdivided into quarter-quarter sections and platted under the direction of the Commission, and where lands have been so subdivided little difficulty is experienced in locating the particular tract upon which an applicant desires to file, as the plats indicate all improvements, as well as streams, railroads, wagon roads, timber lines, etc. These plats also show who is in possession of each tract of land and whether it is cultivated or unimproved.

After the land applied for has been accurately located the same is platted upon a small diagram, bearing the proper description and showing the subdivisions which the applicant desires to select for himself and the members of his family. (Exhibit No. 18.)

In order to test the applicant's knowledge as to the location of the lands applied for, he is carefully questioned as to whether the tract selected is traversed by any railroad, meandering stream, or embraced wholly or in part within the limits of any town site or other approved reservation, and his statements are carefully verified by the records of the Commission.

Each applicant is allowed to select as his allotment land equal in value to 110 acres of average allottable land of the Cherokee Nation and required to designate as a homestead out of this allotment land equal in value to 40 acres of average allottable land. As a basis of allotment the average value of an allotment in the Cherokee Nation has been fixed at \$325.60 and the average value of a homestead at \$118.40.

If it appears that the land is in no wise affected by any reservation and has not been previously filed on by another citizen of the Cherokee Nation, the application form (Exhibit No. 19) is filled out. This application shows on its face the name of the applicant, as well as the names of the members of his family for whom he desires to select allotments, their roll numbers on the final roll, a description of the land

selected as an allotment and that designated as a homestead for each person, the acreage of the land selected, and the total value thereof. It also bears an oath, to which the applicant must subscribe, setting forth that he has actually been upon the land selected for himself and for those whom he represents; that he is fully informed as to the location of the same and the character of the soil; that he has in good faith selected such lands and will accept the same in final allotment for himself and for those whom he represents, and that no part of such lands are lawfully held by any other citizen of the Cherokee Nation.

On the reverse side of the application (Exhibit No. 20) are certain questions which the applicant is required to answer under oath. He is closely questioned as to whether or not there are any improvements on the lands selected; what the improvements consist of; who owns them; if not the applicant, whether he has the consent of the owner to file on them; whether anyone else claims the lands or any part thereof; whether there are any churches, schoolhouses, or burial grounds on the lands, and whether those portions designated as homesteads are suitable for homes.

When this has been completed and the application properly filled out it is turned over to a clerk, whose sole duty is to see that the descriptions are properly written; that the number of acres occupied by railroads as right of way or other reservations have been properly deducted from the lands applied for; that the classification is correct, and that the total value of each allotment has been properly computed.

If, when a person presents himself at the land office, it appears that his enrollment has not been finally approved by the Secretary of the Interior, he is advised that no final allotment will be made to him pending his enrollment, but that at his request the Commission will withhold from allotment, pending the determination of his citizenship, land equal in value to 110 acres of the average allottable lands of the Cherokee Nation upon which he may own actual and lasting improvements.

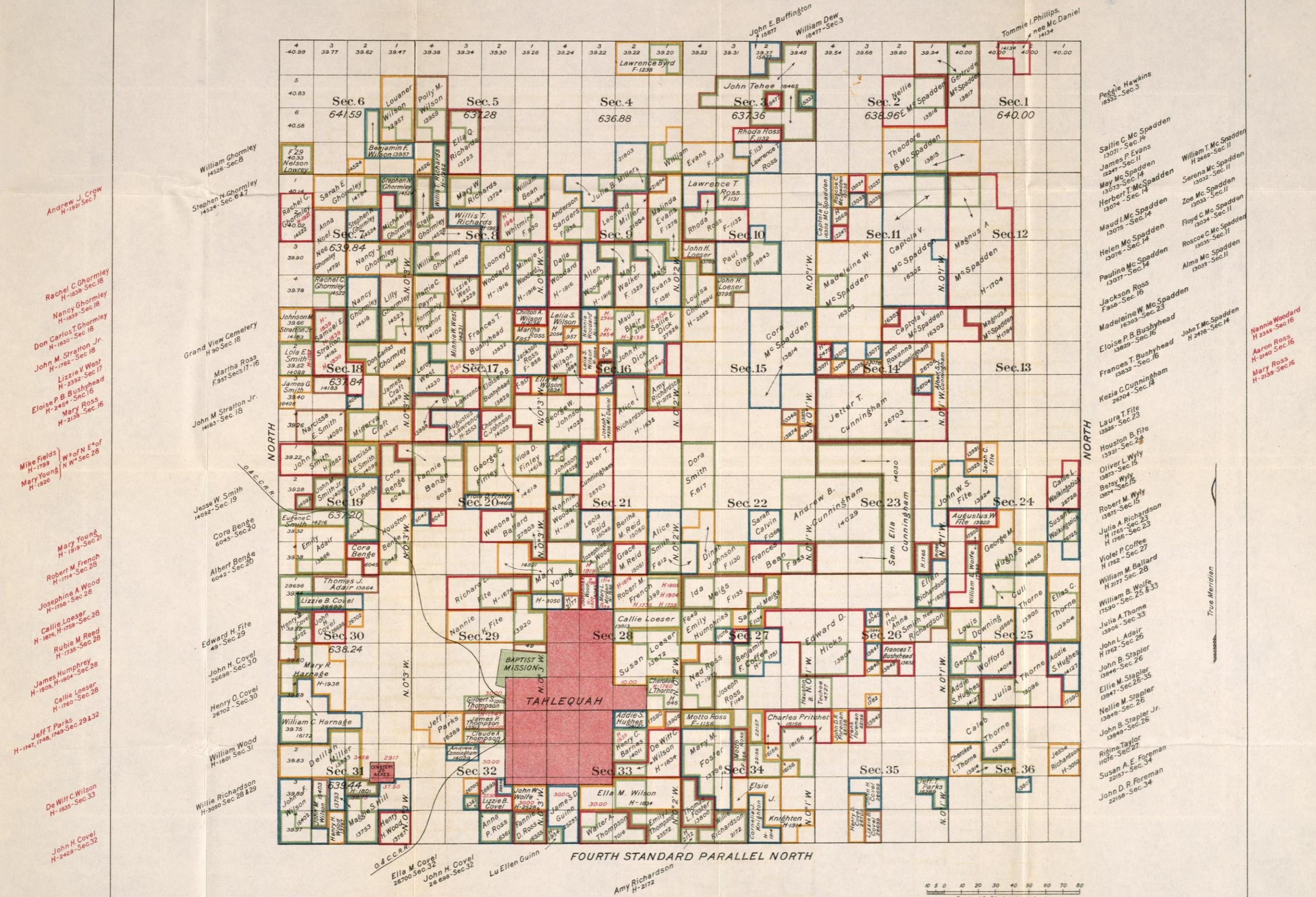
In every case, however, the applicant who is not finally enrolled is required to answer under oath the same questions propounded to citizens whose enrollment has been approved. This is done in order to avoid the necessity for a second appearance at the land office in the event his enrollment is eventually approved.

If a person apply for land which has previously been filed on by another citizen of the Cherokee Nation, he is advised that his application for the land in question will be accepted, but that final allotment will not be made until the Commission has determined in contest proceedings who is rightfully entitled to receive the same, and the second applicant for any tract of land is required to commence such contest proceedings at the time he applies for the land involved.

When the application has been completed and checked the lands selected are platted on township diagrams. (Exhibit No. 21.) These diagrams also show the names of the allottees and what portions of the lands selected have been designated as homesteads.

After these several preliminaries have been enacted the application is ready to be made a matter of record. In the Cherokee land office a card system is in use, whereby each citizen has an individual card upon which is kept a complete record of his allotments, contests, relinquishments, etc., so that the exact status of his allotment can be readily ascertained at any time. (Exhibit No. 22.) The cards also show the

Township N^o 17 North, Range N^o 22 East of the Indian Meridian, Indian Territory.



Total Number of Acres 23024.63

The measurements and areas on the above plat are a correct copy from the map of the survey of Township 17 N., Range 22 East of the Indian Base and Meridian, as made by the U. S. Geological Survey

U. S. Commission to the
Five Civilized Tribes
Muscoogee I.T.

— Acting Chairman

dates upon which certificates of allotment and homestead certificates are mailed to the allottees. The fact that each card carried every transaction of the individual citizen tends to insure accuracy. The cards are arranged in boxes with alphabetical guides, which afford ready access to the record.

After the application has been entered upon the records of the office and is complete in every respect, certificates of allotment (Exhibit No. 23), and homestead certificates (Exhibit No. 24), are issued to the allottees. These certificates bear a description of the land allotted, as well as the acreage and valuation thereof, and are, by the provisions of the Cherokee agreement, " * * * conclusive evidence of the right of an allottee to the tract of land described therein."

Since the opening of the Cherokee land office on January 1, 1903, 3,721 persons, representing 8,150 allottees, have appeared before the Commission, and applications for 10,079 allotments or partial allotments have been made. Three-fourths of the applicants do not complete their allotments at the time of their original applications, but return and make a second application, in order to select, as near as may be, land equal in value to 110 acres of the average allottable land.

Of the 10,079 applications made, 3,327 have been suspended because the land applied for had been previously selected by other citizens, because it is included in the Delaware segregation, or because the citizenship of the applicants has not been finally passed upon by the Secretary of the Interior. These applications embrace 652,480 acres of land, the average allotment being about 80 acres. There still remains subject to allotment in the Cherokee Nation, approximately 3,700,000 acres of land. Accompanying this report is a map which shows the progress of allotment in the Cherokee Nation. (Exhibit No. 8.) Later allotments will represent a larger acreage, as, generally speaking, the better lands are being taken up first.

Greater activity is evidenced in the selection of allotments in that part of the Cherokee Nation lying about 12 miles east of the Oklahoma border, and extending from the Creek Nation to the Kansas line, than in other parts of the nation. This is due to the existence of petroleum in that section of the country. Much of this land was held by excessive land holders, and as a result, the rights of the allottees are being contested by persons who claim to have purchased the improvements on the land from the excessive holder. The same condition also prevails, to a degree, in that portion of the nation adjacent to Spavinaw Creek and its tributaries, where it is believed that valuable deposits of lead and zinc will be unearthed. No mines have been fully developed as yet, and the reports as to the extent of these deposits can not be verified.

On May 1, 1903, the Cherokee land office was removed from Vinita to Tahlequah, in accordance with the policy announced at the time the office was established. The Commission has had no reason to doubt the wisdom of this course, and believes that the greatest good to the greatest number of people will result.

SEGREGATION OF DELAWARE LANDS.

Section 25 of the act of Congress approved June 28, 1898 (30 Stat. L., 495), provides—

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.

Section 22 of the act of Congress approved July 1, 1902 (32 Stat. L., 716), conferred exclusive jurisdiction upon the Commission, under the direction of the Secretary of the Interior, "to determine all matters relative to the appraisement and allotment of lands."

Section 23 of the same act provides that—

All Delaware Indians who are members of the Cherokee Nation shall take lands and share in the funds of the tribe, as their rights may be determined by the judgment of the Court of Claims, or by the Supreme Court if appealed, in the suit instituted therein by the Delawares against the Cherokee Nation and now pending; but if said suit be not determined before said Commission is ready to begin the allotment of lands of the tribe as herein provided, the Commission shall cause to be segregated one hundred and fifty-seven thousand six hundred acres of land, including lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April eighth, eighteen hundred and sixty-seven, such lands so to remain, subject to disposition according to such judgment as may be rendered in said cause; and said Commission shall thereupon proceed to the allotment of the remaining lands of the tribe as aforesaid. Said Commission shall, when final judgment is rendered, allot lands to such Delawares in conformity to the terms of the judgment and their individual rights thereunder. Nothing in this act shall in any manner impair the rights of either party to said contract as the same may be finally determined by the court, or shall interfere with the holdings of the Delawares under their contract with the Cherokees of April eighth, eighteen hundred and sixty-seven, until their rights under said contract are determined by the courts in their suit now pending against the Cherokees, and said suit shall be advanced on the dockets of said courts and determined at the earliest time practicable.

Pursuant to the authority contained in section 25, above quoted, suit was instituted by the Delaware Indians against the Cherokee Nation in the Court of Claims of the United States (No. 21139) for the purpose of adjudicating the rights of said Delaware Indians to share in the allotment of lands and in the division of tribal funds of the Cherokee Nation, under the terms of the treaty between the Delawares and the Cherokees, dated April 8, 1867. The Court of Claims, on February 2, 1903, rendered a decree dismissing said suit, whereupon an appeal was taken to the Supreme Court of the United States, where said appeal is now pending.

The counsel representing both of the respective parties to said suit, on December 10, 1902, agreed to an "amended schedule" of lands to comprise the 157,600 acres selected and claimed by the Delaware Indians in the Cherokee Nation. Said stipulation, omitting the caption, is as follows:

In pursuance of leave reserved and granted by the court upon the final hearing of this case, it is hereby stipulated and agreed that the record herein be amended by substituting in the place of the incorrect descriptions given in the record herein of the 157,600 acres selected and claimed by the Delawares the annexed descriptions, which, upon careful examination, have been found correct.

And it is further stipulated and agreed that the court may, in its decision and final judgment herein, use the annexed correct descriptions in the place of the incorrect

descriptions contained in said record: *Provided, however,* Such substituted descriptions do not interfere with the lawful rights or claims or (of) other Cherokee citizens.

WALTER S. LOGAN,
Attorney for Petitioners.
WILLIAM T. HUTCHINGS,
Attorney for Respondent.

WASHINGTON, D. C., December 10, 1902.

This was filed with the Commission December 16, 1902, and on December 17, 1902, the Commission, relying on said stipulation made in behalf of the Delaware Indians and the Cherokee Nation, and believing said schedule to be satisfactory to all the parties in interest, adopted the following resolution:

Be it resolved by the Commission, That the acting chairman cause to be set aside and segregated 157,600 acres of land in the Cherokee Nation, in accordance with the provisions of section 23 of the act of Congress approved July 1, 1902 (Public — No. 241), subject to disposition according to such judgment as may be rendered in the case of *The Delaware Indians v. The Cherokee Nation*, now pending in the United States Court of Claims, and as shown by the description of said land in the stipulation of counsel for parties in said case, dated at Washington, D. C., December 10, 1902.

In compliance with said resolution, the said segregation of Delaware lands was accordingly made on December 17, 1902, and entered on the maps and plats of the Commission. The Commission subsequently found in said schedule numerous errors and discrepancies, to which the attention of the counsel of both parties was directed in a letter from the Commission, dated January 5, 1903. Thereupon a "second amended schedule" was filed on January 23, 1903, with the Commission, the same having been previously (on January 14, 1903) filed in said cause in the Court of Claims. This "second amended schedule" contains an additional stipulation, which follows immediately after that of December 10, 1902, above quoted, and is in the following language:

We agree to the corrections herein in ink on pages 2, 4, 9, 12, 14, 42, 46, 51, 54, 63, 72, 73, 74, being two corrections on pages 9, 42, 46, 63, and one on each of the other pages, subject to the above proviso.

WALTER S. LOGAN,
Attorney for Petitioners.
WM. T. HUTCHINGS,
Attorney for Respondent.
By J. J. HEMPILL.

JANUARY 13, 1903.

The clause "subject to the above proviso" clearly refers to the following proviso in the former stipulation, which is on the same page of the schedule, viz:

Provided, however, Such substituted descriptions do not interfere with the lawful rights or claims or (of) other Cherokee citizens.

A comparison of the errors and discrepancies reported to counsel by the Commission with the corrections made in the "second amended schedule" shows that counsel have failed to correct certain of the discrepancies pointed out. These relate principally to lands in said schedule which are also included within the limits of certain town sites reserved and set apart under section 24 of said act of July 1, 1902.

Since the making of said segregation it has also been brought to the attention of the Commission that there are many Delawares occupying lands and owning improvements thereon which are not included in said segregation. Here is a perplexing situation, since the only land reserved from allotment and held for the benefit of the Delawares,

subject to the final determination of their rights in said suit, is the tract of 157,600 acres which the law directed to be segregated. It has seemed to the Commission that, in justice, there ought to be some measures adopted for the protection of the property rights of those Delawares who own improvements on lands outside of the segregation upon which they have lived for years, and which in many instances represent the savings of a lifetime. With a view of affording such protection the Commission adopted the plan of allowing any Delaware citizen to make a provisional application to file on not exceeding 110 acres of average allottable land, outside of the segregation, where he owns the improvements thereon. No certificates of allotment are issued in such cases, but such lands are then reserved from allotment and such applications are held subject to the final determination of the rights of the Delawares in their said suit, and the applicants are so notified.

Furthermore, it has been found in the course of work at the Cherokee land office that a number of Cherokee citizens have requested to be allowed to take in allotment lands embraced wholly or in part in said segregation, claiming that they have for many years occupied the lands applied for, that they own valuable improvements thereon, and that no Delaware citizen has ever occupied such lands or owned any improvements thereon. Since the opening of said land office it has always been the policy and intention of the Commission to allow no citizen to take as his allotment any lands embraced within the Delaware segregation, and no certificate of allotment has ever been issued embracing any such lands. Nevertheless, it has been deemed advisable to receive provisional applications from Cherokee citizens occupying lands upon which they own improvements included in said segregation, but such applications are simply held subject to the final determination of said suit of the Delaware Indians against the Cherokee Nation, and no further action taken thereon. Should the court of last resort sustain the contention of the Delawares, then such applications will be treated as of no validity. Should it, however, be determined that such Cherokee citizens have any rights to lands within said segregation upon which they own improvements, then such rights will have been preserved by the filing of said provisional applications.

An attempt is now being made by certain Delaware citizens, claiming to represent the Delaware tribe of Indians, to prevent the Commission from receiving such applications even though no action be taken thereon looking to the allotment of lands in said segregation. This seems to be the purpose of a certain bill in equity which was filed in the supreme court of the District of Columbia on or about June 2, 1903, by George Bullette et al. against Ethan Allen Hitchcock, Secretary of the Interior, and the Commission to the Five Civilized Tribes, praying for a writ of injunction restraining the defendants, among other things, from receiving any applications for allotment in said segregated lands or from taking any steps looking to the allotment thereof, and on the 2d day of June, 1903, the court granted a restraining order as prayed, effective until the final hearing of said bill, which, so far as the information of this Commission goes, has not been reached at this writing. It is to be noted in this connection that the Cherokee land office closed at noon on June 3, 1903, and remained closed up to and including June 30, 1903, during which time no appli-

cations whatever for allotment were received and no filings or allotments made of any lands in the Cherokee Nation.

In view of the facts and discoveries above related, brought to light since the segregation of Delaware lands was made, following the schedule agreed to in behalf of the Delawares and Cherokees, the Commission is of the opinion that the lands embraced in said schedule have not been selected with a due regard for the interests of either the Delaware citizens generally or of other citizens of the Cherokee Nation, and the Commission has so advised the Department. It is also believed that further proceedings touching the matter of said segregation will be absolutely necessary to fully protect the rights of the citizens concerned.

CHOCTAW AND CHICKASAW NATIONS.

The supplemental agreement with the Choctaws and Chickasaws approved by Congress July 1, 1902 (Appendix No. 1, p. 102), was ratified by the citizens of the Choctaw and Chickasaw nations on September 25, 1902, and thereupon became of full force and effect. The following provisions of that agreement bear directly upon the allotment work to be performed in those tribes:

SEC. 11. There shall be allotted to each member of the Choctaw and Chickasaw tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to three hundred and twenty acres of the average allottable land of the Choctaw and Chickasaw nations; and to each Choctaw and Chickasaw freedman, as soon as practicable after the approval by the Secretary of the Interior of his enrollment, land equal in value to forty acres of the average allottable land of the Choctaw and Chickasaw nations; to conform, as nearly as may be, to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter-quarter, subdivisions established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest subdivision ten acres, or a quarter of a quarter of a section.

SEC. 12. Each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to one hundred and sixty acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment, and separate certificate and patent shall issue for said homestead.

SEC. 13. The allotment of each Choctaw and Chickasaw freedman shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment.

SEC. 14. When allotments as herein provided have been made to all citizens and freedmen, the residue of lands not herein reserved or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose, and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

SEC. 15. Lands allotted to members and freedmen shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this act, nor shall said lands be sold except as herein provided.

SEC. 16. All lands allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after issuance of patent as follows: One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from date of patent: *Provided*, That such land shall not be alienable by the allottee or his heirs at any time before the expiration of the Choctaw and Chickasaw tribal governments for less than its appraised value.

Sec. 17. If, for any reason, an allotment should not be selected or a homestead designated by, or on behalf of, any member or freedman, it shall be the duty of said Commission to make said selection and designation.

Sec. 18. In the making of allotments and in the designation of homesteads for members of said tribes, under the provisions of this agreement, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in paragraph eleven hereof.

* * * * *

Sec. 22. If any person whose name appears upon the rolls, prepared as herein provided, shall have died subsequent to the ratification of this agreement and before receiving his allotment of land, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, together with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and practicable time, the Commission to the Five Civilized Tribes shall designate the lands thus to be allotted.

Sec. 23. Allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of any allottee to the tract of land described therein; and the United States Indian agent at the Union Agency shall, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to such allottee, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

Sec. 24. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all matters relating to the allotment of land.

As soon as the agreement became effective by its final ratification on September 25, 1902, the Commission began to make ready for the establishment of land offices in the Choctaw and Chickasaw nations. The necessary enrollment records were compiled and the coal and asphalt segregation made. The average value of each citizen's allotment was fixed at \$1,041.28, while the value of each freedman's allotment, calculated upon the same basis, is \$130.16. The following table shows the number of acres of land embraced in an allotment, according to grade and appraisement:

Land appraised at—	Members.	Freedmen.
	Acres.	Acres.
\$6.50	160.19	20.02
\$6.00	173.55	21.69
\$5.50	189.32	23.67
\$5.00	208.26	26.03
\$4.50	231.39	28.92
\$4.00	260.32	32.54
\$3.25	320.39	40.04
\$3.00	347.09	43.38
\$2.50	416.51	52.06
\$2.00	520.64	65.08
\$1.50	694.19	86.77
\$1.00	1,041.28	130.16
\$0.75	1,388.37	173.54
\$0.50	2,082.56	260.32
\$0.25	4,165.12	520.64

The establishment of a land office in each of the two nations was necessitated by the provisions of the supplemental agreement with the Choctaws and Chickasaws. The matter of the location of these offices was long under the advisement of the Commission, a number of conflicting interests being at stake. After deliberate consideration, Atoka in the Choctaw Nation and Tishomingo in the Chickasaw Nation were fixed upon as the most acceptable and convenient points, viewing the

subject with respect to the interests of the full-blood Indians, whose welfare the Commission has at all times sought to promote.

Owing to the unusually wet and unfavorable weather, it was believed that to establish land offices before the opening of spring would work a hardship upon the citizens of the Choctaw and Chickasaw nations, particularly that class whose interests are most in need of protection. Consequently, it was thought best to defer the opening of the offices until April 15, 1903. Accordingly, on March 20, 1903, the following notice was issued and extensively published throughout both nations:

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

NOTICE.

Allotment of the lands of the Choctaws and Chickasaws.

On Wednesday the 15th day of April, 1903, the Commission to the Five Civilized Tribes will establish at the town of Atoka, in the Choctaw Nation, and at the town of Tishomingo, in the Chickasaw Nation, offices for the allotment of the lands of the Choctaw and Chickasaw nations, in accordance with the provisions of the act of Congress approved July 1, 1902 (32 Stats., 641), and ratified by the citizens of the Choctaw and Chickasaw nations at a special election held September 25, 1902.

Applications for allotment of land in the Choctaw Nation must be made at the land office at Atoka, Ind. T., and applications for allotment of land in the Chickasaw Nation must be made at the land office at Tishomingo, Ind. T.

Citizens and freedmen of the above tribes and duly identified Mississippi Choctaws will be permitted to select their allotments in either the Choctaw or Chickasaw nations.

For the guidance of prospective allottees attention is especially invited to the following provisions of the act of Congress approved July 1, 1902 (32 Stats., 641):

Section 11. _____
Section 12. _____
Section 17. _____
Section 43. _____
Section 70. _____

THE COMMISSION TO THE FIVE CIVILIZED TRIBES,
TAMM BLIXBY, *Chairman.*
T. B. NEEDLES,
C. R. BRECKINRIDGE,
W. E. STANLEY, *Commissioners.*

MUSKOGEE, IND. T., *March 20, 1903.*

The offices were opened on the appointed date and a large number of citizens, representing every class, were in waiting to select their allotments. The issuance of tickets of admission occupied the entire time of the land-office force during the four days first following the establishment of the offices, and the first allotments of land in the Choctaw and Chickasaw nations were made on April 20, 1903.

In allotting the lands of the Choctaw and Chickasaw nations, the Commission is confronted with complications entirely different from those presented in the other three tribes, necessitating the installment of a different and more cumbersome machinery. The rules adopted to govern the general method of procedure are as follows:

RULES AND REGULATIONS GOVERNING THE SELECTION OF ALLOTMENTS AND THE DESIGNATION OF HOMESTEADS IN THE CHOCTAW AND CHICKASAW NATIONS.

1. Selections of allotments and designation of homesteads for adult citizens and selections of allotments for adult freedmen must be made in person except as herein otherwise provided.

2. Applications to have land set apart and homesteads designated for duly identified Mississippi Choctaws must be made personally before the Commission to the Five

Civilized Tribes. Fathers may apply for their minor children, and if the father be dead the mother may apply. Husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said Commission.

3. At the time of the selection of allotment each citizen and duly identified Mississippi Choctaw shall designate as a homestead out of said selection land equal in value to 160 acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be.

4. Each Choctaw and Chickasaw freedman at the time of selection shall designate as his or her allotment of the lands of the Choctaw and Chickasaw nations land equal in value to 40 acres of the average allottable land of the Choctaw and Chickasaw nations.

5. Citizens, freedmen, and identified Mississippi Choctaws who are married, whether they have attained their majority or not, will be regarded as of age for the purpose of making selections.

6. Selections may be made by citizen and freedman parents for unmarried male children under 21 years of age, and for unmarried female children under 18 years of age, and a male citizen or freedman may make selection for his wife, if she is entitled to make selection, unless she shall, at the time or previously thereto, protest in writing.

7. Where the father of an unmarried minor citizen, freedman, or identified Mississippi Choctaw is a noncitizen, the citizen, freedman, or identified Mississippi Choctaw mother of such children must make selection in person in behalf of said children.

8. Selections of allotments and designations of homesteads for minor citizens and selections of allotments for minor freedmen may be made by the citizen father or mother, or freedman father or mother, as the case may be, or by a guardian, curator, or an administrator having charge of their estate, in the order named.

9. Selections of allotments and designations of homesteads for citizen, and selection of allotment for freedman, prisoners, convicts, aged and infirm persons, and soldiers and sailors of the United States on duty outside of Indian Territory, may be made by duly appointed agents under power of attorney, and for incompetents by guardians, curators, or other suitable persons akin to them.

10. Selections may be made and homesteads designated by duly identified Mississippi Choctaws who have, within one year after the date of their identification as such, made satisfactory proof of bona fide settlement within the Choctaw-Chickasaw country, at any time within six months after the date of their said identification.

11. Persons authorized to make selections by power of attorney, as provided in rules 2 and 9 hereof, must be the husband or wife, or a relative not further removed than a cousin of the first degree of the person for whom such selection is made.

12. It shall be the duty of the Commission to the Five Civilized Tribes to see that selections of allotments and designations of homesteads for the classes of persons mentioned in rules 2, 6, 7, 8, and 9 hereof are made for the best interests of such persons.

13. Selections of allotments for citizens, freedmen, and identified Mississippi Choctaws who have died subsequent to September 25, 1902, and before making a selection of allotment, shall be made by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selections be not so made within a reasonable and practicable time, the Commission to the Five Civilized Tribes shall designate the lands thus to be allotted.

14. In determining the value of a selection the appraised value of the land selected shall be increased by the appraised value of such pine timber on such land as has heretofore been estimated by the Commission to the Five Civilized Tribes.

15. Selections of allotments may be made only by citizens and freedmen whose enrollment has been approved by the Secretary of the Interior, and by persons duly identified by the Commission to the Five Civilized Tribes as Mississippi Choctaws, and by none others.

16. When a selection of land has been made by a citizen, freedman, or identified Mississippi Choctaw, and the land so selected is claimed by a person whose rights as a citizen or freedman have not been finally determined, contest for the land so selected may be instituted by the person claiming the land, formal application for the land being first made as is required by the rules of practice in Choctaw and Chickasaw allotment contest cases.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES,
TAMM BIXBY, *Chairman*.

MUSKOGEE, IND. T., *March 24, 1903.*

Under the terms of agreement approved July 1, 1902, each citizen of the Choctaw and Chickasaw nations is entitled to an allotment of land equal in value to 320 acres of the average allottable land, while each freedman is entitled to an allotment equal in value to 40 acres of average allottable land. The lands of the two tribes are held in common, and a citizen of either nation may, if he desires, select all or a part of his allotment within the geographical limits of the other tribe, regardless of his place of residence, the only requirement being that at the time of the initial selection lands equal in value to 160 acres of average allottable land must be selected as a homestead. Thus a citizen may take his homestead in the Choctaw Nation, and the remainder of his allotment in the Chickasaw Nation, or vice versa. The selection must, however, be made at the land office for the tribe in which the land applied for is situated. Such a procedure necessarily involves much detail and requires a strict observance of the established routine.

In addition to the force employed in the land offices at Atoka and Tishomingo, the Commission maintains a sufficient clerical force at the general office at Muskogee, Ind. T., to record all allotments made by the two land offices and keep an individual ledger account of the value of lands selected in either nation by each allottee. All transactions at each land office are promptly reported to the general office at Muskogee and to the corresponding land office, and on these reports depends to a great extent the accuracy of the work.

The general office at Muskogee, the Choctaw land office at Atoka, and the Chickasaw land office at Tishomingo are each supplied with a copy of the rolls of citizens and freedmen of the Choctaw and Chickasaw nations as the same are approved by the Secretary of the Interior. No application is received at either land office from any person whose final enrollment has not been so approved. An individual file for each citizen and freedman whose name appears upon the final rolls is maintained at each of the three offices.

By way of illustrating the manner in which allotments are made in the Choctaw and Chickasaw nations the following example is given:

A citizen desiring to select as his homestead land located in the Choctaw Nation appears at the Choctaw land office, where he is first identified upon the approved roll, after which a citizenship certificate is issued, evidencing that his name appears upon the approved roll and that he is entitled to an allotment of land in the Choctaw-Chickasaw country equal in value to \$1,041.28. This certificate is not delivered to the allottee, but is handed by the enrollment clerk to the allotment clerk and is authority for making the allotment. Immediately upon the issuance of a citizenship certificate the enrollment clerk advises the Chickasaw land office thereof.

The applicant now presents himself to an allotment clerk at the Choctaw land office and selects as his homestead land equal in value to 160 acres of the average allottable land, the appraised value of which is \$520. His application, when it has been carefully checked, is entered upon the records of the Choctaw land office, and report of the allotment is at once made to the Chickasaw land office and to the general office at Muskogee. The allottee, however, desires to select a portion of his allotment in the Chickasaw Nation and proceeds to the Chickasaw land office at Tishomingo. He is there required to appear before the enrollment clerk, who, having been advised of the issuance of a

citizenship certificate at the Choctaw land office, in turn issues what is called a duplicate certificate, addressed to the allotment clerk at the Chickasaw land office, certifying that a certificate of citizenship was issued in the name of the applicant on a certain date. This duplicate certificate is delivered to the allotment clerk at the Chickasaw land office and is notification to him that the applicant has already been allotted land, either in the Choctaw or Chickasaw Nation. The allotment clerk thereupon consults the individual file of the applicant, and ascertains the date of issuance of the original certificate and also the description and value of the land already allotted to him.

In the case under consideration the citizenship certificate was issued at the Choctaw land office, and the allottee has previously been allotted as a homestead land in the Choctaw Nation amounting in value to \$520. He is therefore entitled to select in the Chickasaw Nation land equal in value to \$521.28. The applicant does not, however, select this amount, but selects land equal in value to only \$400, leaving still due him land equal in value to \$121.28.

Report of the allotment made at the Chickasaw land office is immediately transmitted to the Choctaw land office and to the general office at Muskogee. The allottee now returns to the Choctaw land office and completes his allotment by selecting lands in the Choctaw Nation equal in value to \$121.28. This transaction necessitates a repetition of the procedure described and is, of course, reported to the general office and to the corresponding land office.

From the reports of these transactions at the Choctaw and Chickasaw land offices made to the general office at Muskogee an individual ledger account is kept with each allottee. He is first credited with the value of his allotment, amounting to \$1,041.28, and is debited with the value of each partial allotment made to him from time to time at either the Choctaw or Chickasaw land office.

This procedure applies to all classes of citizens and freedmen; but as there is a marked difference in the allotments made to citizens, freedmen, and identified Mississippi Choctaws, it is necessary to classify them as follows:

1. Allotments to citizens by blood of the Choctaw and Chickasaw nations, equal in value to \$1,041.28, made without restriction as to the time perfected.
2. Allotments to duly identified Mississippi Choctaws, which must be held in abeyance until proof of continuous residence for a period of three years upon the tract of land selected is made.
3. Allotments to Choctaw and Chickasaw freedmen, the appraised value of which amounts to \$130.16.

The allotment clerks must have this distinction in mind at all times, while the enrollment clerks are charged with the issuance of citizenship certificates to seven distinct classes of citizens, namely:

- Choctaws by blood.
- Choctaws by intermarriage.
- Chickasaws by blood.
- Chickasaws by intermarriage.
- Identified Mississippi Choctaws.
- Choctaw freedmen.
- Chickasaw freedmen.

These seven different classes of citizens are represented by as many different rolls, and for each class a different form of citizenship certificate is necessary.

When an allotment has been made at either land office, and no contest is entered, an allotment certificate for each allotment, or partial allotment, including a description of the land involved and the acreage and appraised value thereof, is prepared at the land office making the allotment. These certificates are transmitted to the general office at Muskogee, where the descriptions, acreage, and appraised values are checked with the reports previously made by the respective land offices, and with the individual ledger accounts.

Allotments may be contested by a citizen whose enrollment has been approved at either land office, but a contest affecting land in one nation may not be entertained at the land office for the other nation. The right of contest extends to persons whose citizenship has not been finally determined. The conduct of contest cases at the Choctaw and Chickasaw land offices is identical with that at the other land offices of the Commission, save that steps taken in contest proceedings at either land office must be promptly reported to the corresponding land office and to the general office at Muskogee.

The general office also plats all allotments made in both nations and acts somewhat in the capacity of a clearing house for the two land offices. The intricate nature of the work requires the utmost care and demands a larger clerical force than is required to carry out the scheme of allotment in the other nations.

By referring to Exhibit No. 25 an idea of the work involved in making allotments in the Choctaw and Chickasaw nations may be formed. The allottee, John Smith, whose transactions are set out in this exhibit, is a citizen by blood of the Choctaw Nation, whose enrollment has been approved by the Secretary of the Interior. On February 2, 1903, he made his initial appearance at the Choctaw land office and selected as his homestead 160 acres of land in the Choctaw Nation. On February 19 he appeared at the Chickasaw land office, at Tishomingo, and selected in allotment 160 acres of land.

On April 1, 1903, Alex Jackson, a Choctaw freedman, whose enrollment has been approved by the Secretary of the Interior, appeared at the Choctaw land office and made application for 40 acres of land. This land, however, is included in the original selection made by John Smith on February 2, 1903. Jackson was therefore notified of this fact and informed that it would be necessary for him to institute a contest in order that his right to the land in question might be determined. Accordingly, on April 1, 1903, he filed his complaint against John Smith, and on April 3 Smith was summoned to appear before the Commission at the Choctaw land office on April 10, 1903, and answer the complaint filed by Jackson. The case was tried on April 10, and on May 1, 1903, the Commission rendered its decision awarding the land in controversy to John Smith. There being no further contest as to any of the land selected by him, a homestead certificate covering his selection in the Choctaw Nation and an allotment certificate covering his selection in the Chickasaw Nation was issued on June 10, 1903.

Scarcely had the work of allotment been commenced before knowledge came to the Commission of a preconcerted plan on the part of various lumber speculators to obtain control of pine-timber lands in the Choctaw Nation. Prompt and decisive action on the part of the Commission was necessary to prevent the interests of the Indian being sacrificed, and on April 23, 1903, it was ordered that all lands in the

Choctaw and Chickasaw nations containing pine timber previously estimated under the direction of the Commission be withheld from allotment. This action met with the approval of the Secretary of the Interior.

The scope of this report will not admit special mention of many obstacles encountered in allotting the lands of the Choctaw and Chickasaw nations. Suffice it to say that only by the utmost watchfulness and care can the welfare of the Indian be guarded against the ruthless operations of speculators of every kind. The following is a brief statement of the work performed in the Choctaw and Chickasaw land offices during the past year:

CHOCTAW NATION.

Since the Choctaw land office was opened, on April 15, 1903, 1,537 tickets of admission have been issued. It is estimated that the persons who have received tickets of admission represent 6,000 allottees. Applications for 1,812 allotments have been made, classified as follows:

Choctaws by blood.....	1,440
Chickasaws by blood.....	89
Mississippi Choctaws.....	17
Choctaw freedmen.....	149
Chickasaw freedmen.....	117
Total.....	1,812

The land embraced in these selections aggregates 300,418.28 acres and includes 1,410 homesteads designated by the allottees.

Citizenship certificates have been issued to 1,828 persons at the Choctaw land office. These may be classified as follows:

Choctaws by blood.....	1,428
Chickasaws by blood.....	89
Mississippi Choctaws.....	15
Choctaw freedmen.....	154
Chickasaw freedmen.....	132
Total.....	1,828

Considerable work attends the issuance of certificates of citizenship to Mississippi Choctaws, it being necessary to take testimony in the matter of proof of settlement of the persons who desire to select allotments. There will be found attached to this report a map showing the progress of allotment in the Choctaw Nation (Exhibit No. 9).

CHICKASAW NATION.

At the Chickasaw land office tickets of admission have been issued to 1,993 persons, representing approximately 8,000 citizens. Applications for 1,578 allotments have been made, which may be classified as follows:

Choctaws by blood.....	817
Chickasaws by blood.....	557
Mississippi Choctaws.....	52
Chickasaws by intermarriage.....	2
Chickasaw freedmen.....	150
Total.....	1,578

These allotments embrace approximately 330,000 acres of land.

Citizenship certificates have been issued to 1,587 applicants, classified as follows:

Choctaws by blood	486
Chickasaws by blood	878
Chickasaws by intermarriage.....	2
Chickasaw freedmen.....	169
Mississippi Choctaws	52
Total	1,587

Accompanying this report will be found a map which shows the progress of allotment in the Chickasaw Nation (Exhibit No. 10).

ALLOTMENT CONTESTS.

Since the opening of allotment offices in the Choctaw, Chickasaw, and Cherokee nations the allotment contest work of the Commission has assumed formidable proportions. The tendency to contest in the Choctaw and Chickasaw nations is enhanced by the existence of valuable mineral deposits, while in the Cherokee Nation the lower percentage of tillable land, as well as the smaller per capita allotment, and the discoveries of gas, oil, and other minerals, tend to increase the number of contests. It is estimated that there will be in the neighborhood of 5,000 allotment contests in the Cherokee Nation alone.

Many conditions prevail in the three larger tribes not met with in the Creek and Seminole nations, and the contests now being instituted present problems which the Commission has not encountered before. Ample work has been found in the contest division for those law clerks whose services are no longer required in the determination of enrollment cases. It is believed that by reason of the experience gained in disposing of allotment contests in the Creek and Seminole nations the Commission is well equipped to undertake the contest work in the other tribes, and, despite the much greater amount of work presented, no serious delay is anticipated.

The following table sets forth in detail the progress of the work of the Commission relating to allotment contests during the fiscal year ended June 30, 1903:

CREEK NATION.

Contests instituted prior to July 1, 1902.....	553
Contests instituted from July 1, 1902, to June 30, 1903, inclusive	217
Total number of contests instituted up to and including June 30, 1903..	770
Contests disposed of prior to July 1, 1902	420
Contests disposed of from July 1, 1902, to June 30, 1903, inclusive	285
Contests pending before the Commission on July 1, 1903	49
Contests pending on appeal July 1, 1903	16
Total	770

CHEROKEE NATION.

Contests instituted from date of opening of Cherokee land office (January 1, 1903) to June 30, 1903, inclusive.....	227
Total	227
Contests disposed of from date of opening of Cherokee land office to June 30, 1903, inclusive	4
Contests pending before the Commission July 1, 1903.....	222
Contests pending on appeal July 1, 1903	1
Total	227

CHOCTAW NATION.

Contests instituted from date of opening of Choctaw land office (April 15, 1903) to June 30, 1903, inclusive.....	45
Contests pending before the Commission July 1, 1903.....	45

CHICKASAW NATION.

Contests instituted from date of opening of Chickasaw land office (April 15, 1903) to June 30, 1903, inclusive	7
Contests pending before the Commission July 1, 1903.....	7

RECAPITULATION.

Contests instituted prior to July 1, 1902, including 58 Seminole contests.....	611
Contests instituted during fiscal year ended June 30, 1903	496
Total contests instituted up to and including June 30, 1903.....	1,107
Contests disposed of prior to July 1, 1902, including 58 Seminole contests	478
Contests disposed of during fiscal year ended June 30, 1903.....	289
Contests pending before the Commission on July 1, 1903.....	323
Contests pending on appeal on July 1, 1903	17
Total	1,107

Accompanying this report will be found copies of the decisions of the Department in allotment contest cases rendered during the fiscal year ended June 30, 1903, together with a digest thereof (Appendix No. 6, p. 137), a statement showing the disposition of allotment contest cases appealed from the decisions of the Commission and finally disposed of during the year (Appendix No. 7, p. 159), and a copy of the rules of practice in Choctaw, Chickasaw, and Cherokee allotment contest cases (Appendix No. 9, p. 165).

RECOMMENDATIONS FOR LEGISLATION.

As will be seen from the statement in the foregoing report touching upon the allotment of Creek lands, 14,460 citizens of that tribe have received complete allotments of 160 acres. The rolls of the Creek Nation have not yet been completed, for the reasons heretofore stated, but comparatively few allotments remain yet to be made. Upon the completion of an allotment of 160 acres to each citizen, under existing law, it will be necessary to enter upon a second distribution to equalize the value of allotments. Such a course would entail an endless amount of work. Approximately 600,000 acres would thus have to be divided. All this labor may be avoided through a sale of this surplus land, and as the members of the tribe are not in need of it the Commission recommends that such legislation be enacted by Congress as will authorize the Secretary of the Interior to dispose of these excess lands under sealed bids, for the benefit of the tribe, the funds derived therefrom to be utilized in equalizing the value of allotments.

Allotment in the Seminole Nation, as shown heretofore in this report, was completed on June 28, 1902. There remains a surplus of 18,630.64 acres in that nation. There accompanies this report as an exhibit (Exhibit No. 6) a map showing the location of these lands as related to the remainder of the Seminole territory. The Commission recommends that legislation be enacted which shall provide for the sale of these surplus lands, under sealed bids, by the Secretary of the Interior for the benefit of the tribe.

Attention has been invited to the difficulties which have developed in connection with the allotment of lands claimed to have been acquired by railroad corporations under the act of February 28, 1902. The legislation in question is entitled "An act to grant the right of way through the Oklahoma Territory and the Indian Territory to the Enid and Anadarko Railway Company, and for other purposes." No provision is contained in this law requiring the filing of plats by railroad companies with this Commission, and it has no official record, therefore, of what lands have been or may be acquired under this act by railroads, a condition which is likely to cause serious complications as allotment progresses. The Commission recommends that the act be amended so as to provide that railroad companies shall file with the Commission to the Five Civilized Tribes plats of lands sought to be acquired.

On the commencement of allotment in the Choctaw and Chickasaw nations it soon developed that lumbermen and speculators were taking steps to acquire from the allottees the pine timber heretofore estimated and appraised by the Commission. In some cases the allottees were preparing to dispose of the same at a nominal sum, and the Commission thereupon ordered that the lands containing estimated pine timber be withheld from allotment. This action was approved by the Department on June 12, 1903. The Commission now recommends that legislation be enacted providing for the sale, under sealed bids, of standing pine in the Choctaw Nation heretofore estimated.

The agreement with the Choctaws and Chickasaws approved July 1, 1902 (32 Stat. L., 641), provides that coal and asphalt lands and deposits shall be sold at auction. The Commission is of the opinion that a much larger sum will be realized for the Choctaw and Chickasaw nations if this law is modified so as to provide for the sale of coal and asphalt lands and deposits under sealed bids.

Congress, on February 19, 1903, passed an act creating recording districts in Indian Territory. For the protection of commercial interests it is believed essential that a law should be enacted providing that all leases, contracts, or instruments of conveyance executed by citizens of the Cherokee and Creek nations affecting the title of their lands to become valid shall, within thirty days from the date of such contract, be recorded in the recording office of the district in which the land so affected lies.

Inasmuch as no rights of passage are assured the public at the present time through the Choctaw and Chickasaw nations, it is believed that provision should be made at the next ensuing session of Congress for the establishment of public highways in those two tribes.

CONCLUSION.

On June 3, 1903, all business of the Commission was suspended until the beginning of the current fiscal year, owing to the exhaustion of the funds appropriated for its use by the act of May 27, 1902. (Appendix No. 1, p. 97.)

Accompanying this report will be found an itemized statement of the expenditures of the Commission during the last fiscal year (Exhibit No. 25).

The Commission can not conclude without allusion to the great loss sustained in the death, on February 5, 1903, of Hon. Henry L. Dawes,

the honored chairman of the Commission, and the last in service of its original members. The following resolutions, passed by the Commission at the time, are given as expressive of our appreciation of this venerable and distinguished public servant:

Resolved, 1. That the Commission to the Five Civilized Tribes has heard with profound sorrow of the death of Hon. Henry L. Dawes, the venerable and distinguished chairman of the Commission, and that we approve of the steps taken by the commissioner in charge upon the first receipt of the intelligence as official marks of respect.

2. Mr. Dawes has served his country with marked wisdom and fidelity. During his long period of public duty, perhaps not surpassed in duration by the service of anyone in our history, he has filled in State and national spheres positions of the highest character, and he has filled them all with usefulness, distinction, and honor. His humane and efficient interest in the welfare of the Indian tribes, especially during his long term of service in the Senate of the United States, shaped in a most beneficial manner much of the legislation affecting them, and, though himself from a distant Eastern State, his name became the synonym of kindness to all the Indians of our country.

3. It was a fitting honor that when age required him to cease from the more active duties of life he should be made chairman of this Commission—a choice made by a President not of his own political party—and that thus the Indians the children as it were, of his old age, should still receive the benefit of his wise oversight and counsel. To him belongs the further distinction that Congress, without dissent from any quarter, gave to this Commission the title of his name, and by that name it is still known by every fireside in Indian Territory.

4. In the death of Mr. Dawes we have lost a wise, kind, and dignified chairman, associate, and friend, the country has lost one of its most worthy and distinguished citizens, the Indian his best-known and most useful friend, and his family one from whom the parting must be most trying and bitter. To all he leaves a good and fruitful memory, fragrant of good deeds, ennobling to a better life. To his family we tender our respectful and sincere sympathy. We direct that the flag of the Commission be continued at half mast for thirty days from the date of the death of Mr. Dawes, and that these resolutions be spread upon the minutes of the Commission; that a copy of them, signed by all of the surviving commissioners, be sent to the family of the deceased, and that a copy be given to the public press.

Respectfully submitted.

TAMS BIXBY.
T. B. NEEDLES.
C. R. BRECKINRIDGE.
W. E. STANLEY.

APPENDIX NO. 1.

LEGISLATION AFFECTING WORK OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

[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 their^a 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

^a Word or words apparently omitted.

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.

[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 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.

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.

[Act of June 28, 1898.]

(Curtis Act.)

[30 Stat. L., 495.]

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 embracery 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 person 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 in 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 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 the 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 appraisement, 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 the 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 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 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 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 eight, 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 R. 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. Schernerhorn, 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 tribes 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 appraisal 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 anyone 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 appraisal as if in its original condition, excluding the improvements thereon.

That the appraisal 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 (or her) 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 record 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 con-

stitute 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 thereof, 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 thereof 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 Atoka, 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.

* * * * *

[Act of July 1, 1898.]

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; * * *

[Act of May 31, 1900.]

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, and 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, five hundred thousand dollars, to be immediately available; for contingent expenses of the Commission, four thousand dollars; in all, five hundred and twenty-four thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by statute.

That said Commission shall continue to exercise all authority heretofore conferred on it by law. But it shall not receive, consider, or make any record of any application of any person for enrollment as a member of any tribe in Indian Territory who has not been a recognized citizen thereof, and duly and lawfully enrolled or admitted as such, and its refusal of such applications shall be final when approved by the Secretary of the Interior: *Provided*, That any Mississippi Choctaw duly identified

as such by the United States Commission to the Five Civilized Tribes shall have the right, at any time prior to the approval of the final rolls of the Choctaws and Chickasaws by the Secretary of the Interior, to make settlement within the Choctaw-Chickasaw country, and on proof of the fact of bona fide settlement may be enrolled by the said United States Commission and by the Secretary of the Interior as Choctaws entitled to allotment: *Provided further*, That all contracts or agreements looking to the sale or incumbrance in any way of the lands to be allotted to said Mississippi Choctaws shall be null and void.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, for the balance of the current year and for the year ending June thirtieth, nineteen hundred and one, the same to be immediately available, sixty-seven thousand dollars, or so much as may be necessary: *Provided*, That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations as may at that time have a population of two hundred or more in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled, "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisement and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior.

Nothing herein contained shall have the effect of avoiding any work heretofore done in pursuance of the said act of June twenty-eighth, eighteen hundred and ninety-eight, in the way of surveying, laying out, or platting of town sites, appraising or disposing of town lots in any of said nations, but the same, if not heretofore carried to a state of completion, may be completed according to the provisions hereof.

[Act of March 3, 1901.]

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, and 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, three hundred thousand dollars; for contingent expenses of the Commission, four thousand dollars; in all, three hundred and twenty-four thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; and said commissioners shall at once make an itemized statement to the Secretary of the Interior of all their expenditures up to January first, nineteen hundred and one, and annually thereafter: *And provided further*, That not to exceed ten thousand four hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of three clerks, at the rate of one thousand six hundred dollars per annum, who shall be competent to examine records in disputed citizenship cases and law contests growing out of the work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum, to be immediately available.

* * * * *

The rolls made by the Commission to the Five Civilized Tribes, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon shall alone constitute the several tribes which they represent; and the Secretary of the Interior is authorized and directed to fix a time by agreement with said tribes or either of them for closing said rolls, but upon failure or refusal of said tribes or any of them to agree thereto, then the Secretary of the Interior shall fix a time for closing said rolls, after which no name shall be added thereto.

That no act, ordinance, or resolution of the Creek or Cherokee tribes, except resolutions for adjournment, 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 principal chief 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.

Creek agreement, March 8, 1900.

[31 Stat. L., 861.]

AN ACT To ratify and confirm an agreement with the Muskogee or Creek tribe of Indians, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the agreement negotiated between the Commission to the Five Civilized Tribes and the Muskogee or Creek tribe of Indians at the city of Washington on the eighth day of March, nineteen hundred, as herein amended, is hereby accepted, ratified, and confirmed, and the same shall be of full force and effect when ratified by the Creek national council. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek national council and lay before it this agreement and the act of Congress ratifying it, and if the agreement be ratified by said council, as provided in the constitution of said nation, he shall transmit to the President of the United States the act of council ratifying the agreement, and the President of the United States shall thereupon issue his proclamation declaring the same duly ratified, and that all the provisions of this agreement have become law according to the terms thereof: *Provided,* That such ratification by the Creek national council shall be made within ninety days from the approval of this act by the President of the United States.

This agreement by and between 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 Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of said tribe by Pleasant Porter, principal chief, and George A. Alexander, David M. Hodge, Isparhecher, Albert P. McKellop, and Cub McIntosh, delegates, duly appointed and authorized thereunto.

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

DEFINITIONS.

1. The words "Creek" and "Muskogee," as used in this agreement, shall be deemed synonymous, and the words "Creek Nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The words "The Dawes Commission" or "Commission" shall be deemed to refer to the United States Commission to the Five Civilized Tribes.

GENERAL ALLOTMENT OF LANDS.

2. All lands belonging to the Creek tribe of Indians in the Indian Territory, except town sites and lands herein reserved for Creek schools and public buildings, shall be appraised at their true value, excluding only lawful improvements on lands in actual cultivation. The appraisement shall be made under direction of the Dawes Commission by such number of committees, with necessary assistance, as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. Each committee shall make report of its work to said Commission, which shall from time to time prepare reports of same, in duplicate, and transmit them to the Secretary of the Interior for his approval, and when approved one copy thereof shall be returned to the office of said Commission for its use in making allotments as herein provided.

3. All lands of said tribe, except as herein provided, shall be allotted among the citizens of the tribe by said Commission so as to give each an equal share of the whole in value, as nearly as may be, in manner following: There shall be allotted to each citizen one hundred and sixty acres of land—boundaries to conform to the Government survey—which may be selected by him so as to include improvements which

belong to him. One hundred and sixty acres of land, valued at six dollars and fifty cents per acre, shall constitute the standard value of an allotment, and shall be the measure for the equalization of values; and any allottee receiving lands of less than such standard value may, at any time, select other lands which at their appraised value are sufficient to make his allotment equal in value to the standard so fixed.

If any citizen select lands, the appraised value of which, for any reason, is in excess of such standard value, the excess of value shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and money equal in value to his allotment. If any citizen select lands the appraised value of which is in excess of such standard value, he may pay the overplus in money, but if he fail to do so, the same shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds until all other citizens shall have received lands and funds equal in value to his allotment; and if there be not sufficient funds of the tribe to make the allotments of all other citizens of the tribe equal in value to his, then the surplus shall be a lien upon the rents and profits of his allotment until paid.

4. Allotment for any minor may be selected by his father, mother, or guardian, in the order named, and shall not be sold during his minority. All guardians or curators appointed for minors and incompetents shall be citizens.

Allotments may be selected for prisoners, convicts, and aged and infirm persons by their duly appointed agents, and for incompetents by guardians, curators, or suitable persons akin to them, but it shall be the duty of said Commission to see that such selections are made for the best interests of such parties.

5. If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but, after the expiration of ninety days from the ratification of this agreement, any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

6. All allotments made to Creek citizens by said Commission prior to the ratification of this agreement, as to which there is no contest, and which do not include public property, and are not herein otherwise affected, are confirmed, and the same shall, as to appraisement and all things else, be governed by the provisions of this agreement; and said Commission shall continue the work of allotment of Creek lands to citizens of the tribe as heretofore, conforming to provisions herein; and all controversies arising between citizens as to their right to select certain tracts of land shall be determined by said Commission.

7. Lands allotted to citizens hereunder shall not in any manner whatsoever or at any time be incumbered, taken, or sold to secure or satisfy any debt or obligation contracted or incurred prior to the date of the deed to the allottee therefor, and such lands shall not be alienable by the allottee or his heirs at any time before the expiration of five years from the ratification of this agreement, except with the approval of the Secretary of the Interior.

Each citizen shall select from his allotment forty acres of land as a homestead, which shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years, for which he shall have a separate deed, conditioned as above: *Provided*, That selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner herein provided for the selection of their allotments; and if, for any reason, such selection be not made for any citizen, it shall be the duty of said Commission to make selection for him.

The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after the ratification of this agreement, but if he have no such issue, then he may dispose of his homestead by will, free from limitation herein imposed, and if this be not done, the land shall descend to his heirs, according to the laws of descent and distribution of the Creek Nation, free from such limitation.

8. The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and

remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided, and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land.

9. When allotment of one hundred and sixty acres has been made to each citizen, the residue of lands, not herein reserved or otherwise disposed of, and all the funds arising under this agreement shall be used for the purpose of equalizing allotments, and if the same be insufficient therefor the deficiency shall be supplied out of any other funds of the tribe, so that the allotments of all citizens may be made equal in value, as nearly as may be, in manner herein provided.

TOWN SITES.

10. All towns in the Creek Nation having a present population of two hundred or more shall, and all others may, be surveyed, laid out, and appraised under the provisions of an act of Congress entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and one, and for other purposes," approved May thirty-first, nineteen hundred, which said provisions are as follows:

That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations, as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior, and not before.

The Secretary of the Interior may, in his discretion, appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee Nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

As soon as the plat of any town site is approved, the proper commission shall with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisal of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisal and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town

sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive or principal chief of said nation fails or refuses to appoint a town-site commissioner for any town or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive or principal chief of said nation to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created.

11. Any person in rightful possession of any town lot having improvements thereon, other than temporary buildings, fencing, and tillage, shall have the right to purchase such lot by paying one-half of the appraised value thereof, but if he shall fail within sixty days to purchase such lot and make the first payment thereon, as herein provided, the lot and improvements shall be sold at public auction to the highest bidder, under direction of the appraisement commission, at a price not less than their appraised value, and the purchaser shall pay the purchase price to the owner of the improvements, less the appraised value of the lot.

12. Any person having the right of occupancy of a residence or business lot, or both, in any town, whether improved or not, and owning no other lot or land therein, shall have the right to purchase such lot by paying one-half of the appraised value thereof.

13. Any person holding lands within a town occupied by him as a home, also any person who had at the time of signing this agreement purchased any lot, tract, or parcel of land from any person in legal possession at the time, shall have the right to purchase the lot embraced in same by paying one-half of the appraised value thereof, not, however, exceeding four acres.

14. All town lots not having thereon improvements, other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after their appraisement, under direction of the Secretary of the Interior, after due advertisement, at public auction to the highest bidder at not less than their appraised value.

Any person having the right of occupancy of lands in any town which has been or may be laid out into town lots, to be sold at public auction as above, shall have the right to purchase one-fourth of all the lots into which such lands may have been divided at two-thirds of their appraised value.

15. When the appraisement of any town lot is made, upon which any person has improvements as aforesaid, said appraisement commission shall notify him of the amount of said appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, as herein provided, and four months thereafter he shall pay fifteen per centum additional and the remainder of the purchase money in three equal annual installments, without interest.

Any person who may purchase an unimproved lot shall proceed to make payment for same in such time and manner as herein provided for the payment of sums due on improved lots, and if in any case any amount be not paid when due, it shall thereafter bear interest at the rate of ten per centum per annum until paid. The purchaser may in any case at any time make full payment for any town lot.

16. All town lots purchased by citizens in accordance with the provisions of this agreement shall be free from incumbrance by any debt contracted prior to date of his deed therefor, except for improvements thereon.

17. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided, and the same shall constitute a lien upon the interest of the purchaser therein after any payment thereon has been made by him, and if forfeiture of any lot be made all taxes assessed against such lot shall be paid out of any money paid thereon by the purchaser.

18. The surveyors may select and locate a cemetery within suitable distance from each town, to embrace such number of acres as may be deemed necessary for such purpose, and the appraisement commission shall appraise the same at not less than twenty dollars per acre, and the town may purchase the land by paying the appraised value thereof; and if any citizen have improvements thereon, other than fencing and tillage, they shall be appraised by said commission and paid for by the town. The town authorities shall dispose of the lots in such cemetery at reasonable prices, in suitable sizes for burial purposes, and the proceeds thereof shall be applied to the general improvement of the property.

19. The United States may purchase, in any town in the Creek Nation, suitable land for court-houses, jails, and other necessary public buildings for its use, by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such buildings are to be erected; and if any person have improvements thereon, other than temporary buildings, fencing, and tillage, the same shall be appraised and paid for by the United States.

20. Henry Kendall College, Nazareth Institute, and Spaulding Institute, in Muskogee, may purchase the parcels of land occupied by them, or which may have been laid out for their use and so designated upon the plat of said town, at one-half of their appraised value, upon conditions herein provided; and all other schools and institutions of learning located in incorporated towns in the Creek Nation may, in like manner, purchase the lots or parcels of land occupied by them.

21. All town lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be properly conveyed to the churches to which such improvements belong gratuitously, and if such churches have other adjoining lots inclosed, actually necessary for their use, they may purchase the same by paying one-half the appraised value thereof.

22. The towns of Clarksville, Coweta, Gibson Station, and Mounds may be surveyed and laid out in town lots and necessary streets and alleys, and platted as other towns, each to embrace such amount of land as may be deemed necessary, not exceeding one hundred and sixty acres for either, and in manner not to include or interfere with the allotment of any citizen selected prior to the date of this agreement, which survey may be made in manner provided for other towns; and the appraisement of the town lots of said towns may be made by any committee appointed for either of the other towns hereinbefore named, and the lots in said towns may be disposed of in like manner and on the same conditions and terms as those of other towns. All of such work may be done under the direction of and subject to the approval of the Secretary of the Interior.

TITLES.

23. Immediately after the ratification of this agreement by Congress and the tribe the Secretary of the Interior shall furnish the principal chief with blank deeds necessary for all conveyances herein provided for, and the principal chief shall thereupon proceed to execute in due form and deliver to each citizen who has selected or may hereafter select his allotment, which is not contested, a deed conveying to him all right, title, and interest of the Creek Nation and of all other citizens in and to the lands embraced in his allotment certificate, and such other lands as may have been selected by him for equalization of his allotment.

The principal chief shall, in like manner and with like effect, execute and deliver to proper parties deeds of conveyance in all other cases herein provided for. All lands or town lots to be conveyed to any one person shall, so far as practicable, be included in one deed, and all deeds shall be executed free of charge.

All conveyances shall be approved by the Secretary of the Interior, which shall serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his deed.

Any allottee accepting such deed shall be deemed to assent to the allotment and conveyance of all the lands of the tribe, as provided herein, and as a relinquishment of all his right, title, and interest in and to the same, except in the proceeds of lands reserved from allotment.

The acceptance of deeds of minors and incompetents, by persons authorized to select their allotments for them, shall be deemed sufficient to bind such minors and incompetents to allotment and conveyance of all other lands of the tribe, as provided herein.

The transfer of the title of the Creek tribe to individual allottees and to other persons, as provided in this agreement, shall not inure to the benefit of any railroad company, nor vest in any railroad company any right, title, or interest in or to any of the lands in the Creek Nation.

All deeds when so executed and approved shall be filed in the office of the Dawes Commission, and there recorded without expense to the grantee, and such records shall have like effect as other public records.

RESERVATIONS.

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

- (a) All lands herein set apart for town sites.
- (b) All lands to which, at the date of the ratification of this agreement, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards or similar uses connected with the maintenance and operation of the railroad.
- (c) Forty acres for the Eufaula High School.

- (d) Forty acres for the Wealaka Boarding School.
- (e) Forty acres for the Newyaka 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) All lands selected for town cemeteries, as herein provided.
- (n) The lands occupied by the university established by the American Baptist Home Mission Society, and located near the town of Muskogee, to the amount of forty acres, which shall be appraised, excluding improvements thereon, and said university shall have the right to purchase the same by paying one-half the appraised value thereof, on terms and conditions herein provided. All improvements made by said university on lands in excess of said forty acres shall be appraised and the value thereof paid to it by the person to whom such lands may be allotted.
- (o) One acre each for the six established Creek court-houses, with the improvements thereon.
- (p) One acre each for all churches and schools outside of towns now regularly used as such.

All reservations under the provisions of this agreement, except as otherwise provided herein, when not needed for the purposes for which they are at present used, shall be sold at public auction to the highest bidder, to citizens only, under directions of the Secretary of the Interior.

MUNICIPAL CORPORATIONS.

25. Authority is hereby conferred upon municipal corporations in the Creek Nation, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes, and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nation and made applicable to the cities and towns therein the same as if specially enacted in reference thereto.

CLAIMS.

26. All claims of whatsoever nature, including the "Loyal Creek claim" under article four of the treaty of eighteen hundred and sixty-six, and the "Self-emigration claim" under article twelve of the treaty of eighteen hundred and thirty-two, which the tribe or any individual thereof may have against the United States, or any other claim arising under the treaty of eighteen hundred and sixty-six, or any claim which the United States may have against said tribe, shall be submitted to the Senate of the United States for determination; and within two years from the ratification of this agreement the Senate shall make final determination thereof; and in the event that any sums are awarded the said tribe, or any citizen thereof, provision shall be made for immediate payment of same.

Of these claims the "Loyal Creek claim," for what they suffered because of their loyalty to the United States Government during the civil war, long delayed, is so urgent in its character that the parties to this agreement express the hope that it may receive consideration and be determined at the earliest practicable moment.

Any other claim which the Creek Nation may have against the United States may be prosecuted in the Court of Claims of the United States, with right of appeal to the Supreme Court; and jurisdiction to try and determine such claim is hereby conferred upon said courts.

FUNDS OF THE TRIBE.

27. All treaty funds of the tribe shall hereafter be capitalized for the purpose of equalizing allotments and for other purposes provided in this agreement.

ROLLS OF CITIZENSHIP.

28. No person, except as herein provided, shall be added to the rolls of citizenship of said tribe after the date of this agreement, and no person whomsoever shall be added to said rolls after the ratification of this agreement.

All citizens who were living on the first day of April, eighteen hundred and ninety-nine, entitled to be enrolled under section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall be placed upon the rolls to be made by said Commission under said act of Congress, and if any such citizen has died since that time, or may hereafter die, before receiving his allotment of lands and distributive share of all the funds of the tribe, the lands and money to which he would be entitled, if living, shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

All children born to citizens so entitled to enrollment, up to and including the first day of July, nineteen hundred, and then living, shall be placed on the rolls made by said Commission; and if any such child die after said date, the lands and moneys to which it would be entitled, if living, shall descend to its heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

The rolls so made by said Commission, when approved by the Secretary of the Interior, shall be the final rolls of citizenship of said tribe, upon which the allotment of all lands and the distribution of all moneys and other property of the tribe shall be made, and to no other persons.

29. Said Commission shall have authority to enroll as Creek citizens certain full-blood Creek Indians now residing in the Cherokee Nation, and also certain full-blood Creek Indians now residing in the Creek Nation who have recently removed there from the State of Texas, and families of full-blood Creeks who now reside in Texas, and such other recognized citizens found on the Creek rolls as might, by reason of nonresidence, be excluded from enrollment by section twenty-one of said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight: *Provided*, That such nonresidents shall, in good faith, remove to the Creek Nation before said Commission shall complete the rolls of Creek citizens as aforesaid.

MISCELLANEOUS.

30. All deferred payments, under provisions of this agreement, shall constitute a lien in favor of the tribe on the property for which the debt was contracted, and if at the expiration of two years from the date of payment of the fifteen per centum aforesaid default in any annual payment has been made the lien for the payment of all purchase money remaining unpaid may be enforced in the United States court within the jurisdiction of which the town is located in the same manner as vendor's liens are enforced; such suit being brought in the name of the principal chief, for the benefit of the tribe.

31. All moneys to be paid to the tribe under any of the provisions of this agreement shall be paid, under the direction of the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe, and an itemized report thereof shall be made monthly to the Secretary of the Interior and to the principal chief.

32. All funds of the tribe, and all moneys accruing under the provisions of this agreement, when needed for the purposes of equalizing allotments or for any other purposes herein prescribed, shall be paid out under the direction of the Secretary of the Interior; and when required for per capita payments, if any, shall be paid out directly to each individual by a bonded officer of the United States, under direction of the Secretary of the Interior, without unnecessary delay.

33. No funds belonging to said tribe shall hereafter be used or paid out for any purposes by any officer of the United States without consent of the tribe, expressly given through its national council, except as herein provided.

34. The United States shall pay all expenses incident to the survey, platting, and disposition of town lots, and of allotments of lands made under the provisions of this agreement, except where the town authorities have been or may be duly authorized to survey and plat their respective towns at the expense of such town.

35. Parents shall be the natural guardians of their children, and shall act for them as such unless a guardian shall have been appointed by a court having jurisdiction; and parents so acting shall not be required to give bond as guardians unless by order of such court, but they, and all other persons having charge of lands, moneys, and other property belonging to minors and incompetents, shall be required to make proper accounting therefor in the court having jurisdiction thereof in manner deemed necessary for the preservation of such estates.

36. All Seminole citizens who have heretofore settled and made homes upon lands belonging to the Creeks may there take, for themselves and their families, such allotments as they would be entitled to take of Seminole lands, and all Creek citizens

who have heretofore settled and made homes upon lands belonging to Seminoles, may there take, for themselves and their families, allotments of one hundred and sixty acres each; and if the citizens of one tribe thus receive a greater number of acres than the citizens of the other, the excess shall be paid for by such tribe, at a price to be agreed upon by the principal chiefs of the two tribes, and if they fail to agree, the price shall be fixed by the Indian agent; but the citizenship of persons so taking allotments shall in no wise be affected thereby.

Titles shall be conveyed to Seminoles selecting allotments of Creek lands in manner herein provided for conveyance of Creek allotments, and titles shall be conveyed to Creeks selecting allotments of Seminole lands in manner provided in the Seminole agreement dated December sixteenth, eighteen hundred and ninety-seven, for conveyance of Seminole allotments: *Provided*, That deeds shall be executed to allottees immediately after selection of allotment is made.

This provision shall not take effect until after it shall have been separately and specifically approved by the Creek national council, and by the Seminole general council; and if not approved by either, it shall fail altogether, and be eliminated from this agreement without impairing any other of its provisions.

37. Creek citizens may rent their allotments, when selected, for a term not exceeding one year, and after receiving title thereto without restriction, if adjoining allotments are not injured thereby, and cattle grazed thereon shall not be liable to any tribal tax; but when cattle are introduced into the Creek Nation and grazed on lands not selected by citizens, the Secretary of the Interior is authorized to collect from the owners thereof a reasonable grazing tax for the benefit of the tribe; and section twenty-one hundred and seventeen, Revised Statutes of the United States, shall not hereafter apply to Creek lands.

38. After any citizen has selected his allotment he may dispose of any timber thereon, but if he dispose of such timber, or any part of same, he shall not thereafter select other lands in lieu thereof, and his allotment shall be appraised as if in condition when selected.

No timber shall be taken from lands not so selected, and disposed of, without payment of reasonable royalty thereon, under contract to be prescribed by the Secretary of the Interior.

39. No noncitizen renting lands from a citizen for agricultural purposes, as provided by law, whether such lands have been selected as an allotment or not, shall be required to pay any permit tax.

40. The Creek school fund shall be used, under direction of the Secretary of the Interior, for the education of Creek citizens, and the Creek schools shall be conducted under rules and regulations prescribed by him, under direct supervision of the Creek school superintendent and a supervisor appointed by the Secretary, and under Creek laws, subject to such modifications as the Secretary of the Interior may deem necessary to make the schools most effective and to produce the best possible results.

All teachers shall be examined by or under direction of said superintendent and supervisor, and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed, but where all qualifications are equal preference shall be given to citizens in such employment.

All moneys for running the schools shall be appropriated by the Creek national council, not exceeding the amount of the Creek school fund, seventy-six thousand four hundred and sixty-eight dollars and forty cents; but if it fail or refuse to make the necessary appropriations the Secretary of the Interior may direct the use of a sufficient amount of the school funds to pay all expenses necessary to the efficient conduct of the schools, strict account thereof to be rendered to him and to the principal chief.

All accounts for expenditures in running the schools shall be examined and approved by said superintendent and supervisor, and also by the general superintendent of Indian schools, in Indian Territory, before payment thereof is made.

If the superintendent and supervisor fail to agree upon any matter under their direction or control, it shall be decided by said general superintendent, subject to appeal to the Secretary of the Interior; but his decision shall govern until reversed by the Secretary.

41. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, 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 lands or other property of said tribe, or be in force in the Creek Nation, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation, except section fourteen of said last-mentioned act, which shall continue in force as if this agreement had not been made.

42. No act, ordinance, or resolution of the national council of the Creek Nation in any manner affecting the lands of the tribe, or of individuals after allotment, or the moneys or other property of the tribe, or of the citizens thereof, except appropriations for the necessary incidental and salaried expenses of the Creek government as herein limited, shall be of any validity until approved by the President of the United States. When any such act, ordinance, or resolution shall be passed by said council and approved by the principal chief, a true and correct copy thereof, duly certified, shall be immediately transmitted to the President, who shall, within thirty days after received by him, approve or disapprove the same. If disapproved, it shall be so indorsed and returned to the principal chief; if approved, the approval shall be indorsed thereon, and it shall be published in at least two newspapers having a bona fide circulation in the Creek Nation.

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

44. This agreement shall in no wise affect the provisions of existing treaties between the United States and said tribe except so far as inconsistent therewith.

45. All things necessary to carrying into effect the provisions of this agreement, not otherwise herein specifically provided for, shall be done under authority and direction of the Secretary of the Interior.

46. The tribal government of the Creek Nation shall not continue longer than March fourth, nineteen hundred and six, subject to such further legislation as Congress may deem proper.

47. Nothing contained in this agreement shall be construed to revive or reestablish the Creek courts, which have been abolished by former acts of Congress.

Approved, March 1, 1901.

SEMINOLE AGREEMENT, DECEMBER 16, 1897.

[30 Stat. L., 567.]

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 town site 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 noncitizens, 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.

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,

TAMS 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, 1898.

[Act of February 28, 1902.]

AN ACT to grant the right of way through the Oklahoma Territory and the Indian Territory to the Enid and Anadarko Railway Company, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Enid and Anadarko Railway Company, a corporation created under and by virtue of the laws of the Territory of Oklahoma, be, and the same is hereby, invested and empowered with the right of locating, constructing, owning, equipping, operating, using, and maintaining a railway and telegraph and telephone line through the Territory of Oklahoma and the Indian Territory, beginning at a point on its railway between Anadarko and Watonga, in the Territory of Oklahoma, thence in an easterly direction by the most practicable route to a point on the eastern boundary of the Indian Territory near Fort Smith, in the State of Arkansas, together with such branch lines, to be built from any point on the line above described to any other point in the Indian Territory as said railway company may at any time hereafter decide to construct, with the right to construct, use, and maintain such tracks, turn-outs, sidings, and extensions as said company may deem it to its interest to construct along and upon the right of way and depot grounds hereby granted.

SEC. 2. That said corporation is authorized to take and use, for all purposes of a railway and for no other purpose, a right of way one hundred feet in width through said Oklahoma Territory and said Indian Territory, and to take and use a strip of land two hundred feet in width, with a length of two thousand feet, in addition to right of way, for stations for every eight miles of road, with the right to use such additional grounds where there are heavy cuts or fills as may be necessary for the construction and maintenance of the roadbed, not exceeding one hundred feet in width on each side of said right of way, or as much thereof as may be included in said cut or fill: *Provided*, That no more than said addition of land shall be taken for any one station: *Provided further*, That no part of the lands herein authorized to be taken shall be leased or sold by the company, and they shall not be used except in such manner and for such purposes only as shall be necessary for the construction and convenient operation of said railway, telegraph, and telephone lines, and when any portion thereof shall cease to be so used such portion shall revert to the nation or tribe of Indians from which the same shall have been taken.

SEC. 3. That before said railway shall be constructed through any lands held by individual occupants according to the laws, customs, and usages of any of the Indian nations or tribes through which it may be constructed, full compensation shall be made to such occupants for all property to be taken or damage done by reason of the construction of such railway. In case of failure to make amicable settlement with any occupant, such compensation shall be determined by the appraisement of three disinterested referees, to be appointed, one (who shall act as chairman) by the Secretary of the Interior, one by the chief of the nation to which said occupant belongs, and one by said railway company, who, before entering on the duties of their appointment, shall take and subscribe, before a district judge, clerk of a district court, or United States commissioner, an oath that they will faithfully and impartially discharge the duties of their appointment, which oath, duly certified, shall be returned with their award to and filed with the Secretary of the Interior within sixty days from the completion thereof, and a majority of said referees shall be competent to act in case of the absence of a member, after due notice; and upon the failure of either party to make such appointment within thirty days after the appointment made by the Secretary of the Interior the vacancy shall be filled by a judge of the United States court for the Indian Territory, upon the application of the other party. The chairman of said board shall appoint the time and place for all hearings within the nation to which such occupant belongs. Each of said referees shall receive for his services the sum of four dollars per day for each day they are engaged in the trial of any case submitted to them under this act, with mileage at five cents per mile. Witnesses shall receive the usual fees allowed by the courts of said nations. Costs, including compensation of the referees, shall be made a part of the award and be paid by such railway company. In case the referees can not agree, then any two of them are authorized to make the award. Either party being dissatisfied with the finding of the referees shall have the right, within ninety days after the making of the award and notice of the same, to appeal by original petition to the United States court for the Indian Territory, which court shall have jurisdiction to hear and determine the subject-matter of said petition, according to the laws of the Territory

in which the same shall be heard provided for determining the damage when property is taken for railroad purposes. If upon the hearing of said appeal the judgment of the court shall be for a larger sum than the award of the referees, the cost of said appeal shall be adjudged against the railway company. If the judgment of the court shall be for the same sum as the award of the referees, then the costs shall be adjudged against the appellant. If the judgment of the court shall be for a smaller sum than the award of the referees, then the costs shall be adjudged against the party claiming damages. When proceedings have been commenced in court, the railway company shall pay double the amount of the award into court to abide the judgment thereof, and then have the right to enter upon the property sought to be condemned and proceed with the construction of the railway.

SEC. 4. That said railway company shall not charge the inhabitants of said Territory a greater rate of freight than the rate authorized by the laws of the Territory of Oklahoma for services or transportation of the same kind: *Provided*, That passenger rates on said railway shall not exceed three cents per mile. Congress hereby reserves the right to regulate the charges for freight and passengers on said railway and messages on said telegraph and telephone line until a State government or governments shall exist in said Territory within the limits of which said railway, or a part thereof, shall be located; and then such State government or governments shall be authorized to fix and regulate the cost of transportation of persons and freights within their respective limits by said railway; but Congress expressly reserves the right to fix and regulate at all times the cost of such transportation by said railway or said company whenever such transportation shall extend from one State into another or shall extend into more than one State: *Provided, however*, That the rate of such transportation of passengers, local or interstate, shall not exceed the rate above expressed: *And provided further*, That said railway company shall carry the mail at such prices as Congress may by law provide, and until such rate is fixed by law the Postmaster-General may fix the rate of compensation.

SEC. 5. That said railway company shall pay to the Secretary of the Interior, for the benefit of the particular nations or tribes through whose lands said main line and branches may be located, the sum of fifty dollars, in addition to compensation provided for in this act, for property taken and damages done to individual occupants by the construction of the railway, for each mile of railway that it may construct in said Territory, said payments to be made in installments of five hundred dollars as each ten miles of road is graded: *Provided*, That if the general council of said nations or tribes through whose lands said railway may be located or the principal executive officer of the tribe if the general council be not in session shall, within four months after the filing of maps of definite location, as set forth in section six of this act, dissent from the allowances provided for in this section, and shall certify the same to the Secretary of the Interior, then all compensation to be paid to such dissenting nation or tribe under the provisions of this act shall be determined as provided in section three for the determination of the compensation to be paid to the individual occupant of lands, with the right of appeal to the courts upon the same terms, conditions, and requirements as therein provided: *Provided further*, That the amount awarded or adjudged to be paid by said railway company for said dissenting nation or tribe shall be in lieu of the compensation that said nation or tribe would be entitled to receive under the foregoing provisions. Said company shall also pay, so long as said Territory is owned and occupied by the Indians in their tribal relations to the Secretary of the Interior, the sum of fifteen dollars per annum for each mile of railway it shall construct in said Territory. The money paid to the Secretary of the Interior under the provisions of this act shall be apportioned by him in accordance with the laws and treaties now in force between the United States and said nations or tribes, according to the number of miles of railway that may be constructed by said railway company through their lands: *Provided*, That Congress shall have the right, so long as said lands are occupied and possessed by said nation or tribe, to impose such additional taxes upon said railway as it may deem just and proper for their benefit; and any Territory or State hereafter formed through which said railway shall have been established may exercise the like power as to such part of said railway as may lie within its limits. Said railway company shall have the right to survey and locate its railway immediately after the passage of this act.

SEC. 6. That said company shall cause maps, showing the route of its located line through said Territory to be filed in the office of the Secretary of the Interior, and also to be filed in the office of the principal chief of each of the nations or tribes through whose lands said railway may be located, and after the filing of said maps

no claim for a subsequent settlement and improvement upon the right of way shown by said maps shall be valid as against said company: *Provided*, That when a map showing any portion of said railway company's located line is filed as herein provided for, said company shall commence grading said located line within six months thereafter, or such location shall be void; and said location shall be approved by the Secretary of the Interior in sections of twenty-five miles before construction of any such section shall be begun.

Sec. 7. That the officers, servants, and employees of said company necessary to the construction and management of said road shall be allowed to reside, while so engaged, upon such right of way, but subject to the provisions of the Indian intercourse laws, and such rules and regulations as may be established by the Secretary of the Interior in accordance with said intercourse laws.

Sec. 8. That the United States court for the Indian Territory and such other courts as may be authorized by Congress shall have, without reference to the amount in controversy, concurrent jurisdiction over all controversies arising between the said Enid and Anadarko Railway Company, and the nation and tribe through whose territory said railway shall be constructed. Said courts shall have like jurisdiction without reference to the amount in controversy over all controversies arising between the inhabitants of said nation or tribe and said railway company; and the civil jurisdiction of said courts is hereby extended within the limits of said Indian Territory without distinction as to citizenship of the parties, so far as may be necessary to carry out the provisions of this act.

Sec. 9. That said railway company shall build at least one-tenth of its railway in said Territory within one year after the passage of this act, and complete its road within three years after the approval of its map of location by the Secretary of the Interior, or the rights herein granted shall be forfeited as to that portion not built; that said railway company shall construct and maintain continually all road and highway crossings and necessary bridges over said railway wherever said roads and highways do now or may hereafter cross said railway's right of way, or may be by the proper authorities laid out across the same.

Sec. 10. That the said Enid and Anadarko Railway Company shall accept this right of way upon the express condition, binding upon itself, its successors and assigns, that they will neither aid, advise, nor assist in any effort looking toward the changing or extinguishing the present tenure of the Indians in their land, and will not attempt to secure from the Indian nation any further grant of land or its occupancy than is hereinbefore provided: *Provided*, That any violation of the condition mentioned in this section shall operate as a forfeiture of all the rights and privileges of said railway company under this act.

Sec. 11. That all mortgages executed by said railway company conveying any portion of its railway, with its franchise that may be constructed in said Indian Territory, shall be recorded in the Department of the Interior, and the record thereof shall be evidence and notice of their execution and shall convey all rights, franchises, and property of said company as therein expressed.

Sec. 12. That Congress may at any time amend, add to, alter, or repeal this act, and the right of way herein and hereby granted shall not be assigned or transferred in any form whatever prior to the construction and completion of the road except as to mortgages or other liens that may be given or secured thereon to aid in the construction thereof.

Sec. 13. That the right to locate, construct, own, equip, operate, use, and maintain a railway and telegraph and telephone line or lines into, in, or through the Indian Territory, together with the right to take and condemn lands for right of way, depot grounds, terminals, and other railway purposes in or through any lands held by any Indian tribe or nation, person, individual, or municipality in said Territory, or in or through any lands in said Territory which have been or may hereafter be allotted in severalty to any individual Indian or other person under any law or treaty, whether the same have or have not been conveyed to the allottee with full power of alienation, is hereby granted to any railway company organized under the laws of the United States, or of any State or Territory which shall comply with this act.

Sec. 14. That the right of way of any railway company shall not exceed one hundred feet in width, except where there are heavy cuts and fills, when one hundred feet additional may be taken on each side of said right of way; but lands additional and adjacent to said right of way may be taken and condemned by any railway company for station grounds, buildings, depots, side tracks, turn-outs, or other railroad purposes not exceeding two hundred feet in width by a length of two thousand feet. That additional lands not exceeding forty acres at any one place may be taken by

any railway company when necessary for yards, roundhouses, turntables, machine shops, water stations, and other railroad purposes. And when necessary for a good and sufficient water supply in the operation of any railroad, any such railway company shall have the right to condemn additional lands for reservoirs for water stations and for such purpose shall have the right to impound surface water or build dams across any creek, draw, canyon, or stream, and shall have the right to connect the same by pipe line with the railroad and take the necessary grounds for such purposes; and any railway company shall have the right to change or straighten its line, reduce its grades or curves, and locate new stations and to take the lands and right of way necessary therefor under the provisions of this act.

SEC. 15. That before any railroad shall be constructed or any lands taken or condemned for any of the purposes set forth in the preceding section full compensation for such right of way and all land taken and all damage done or to be done by the construction of the railroad, or the taking of any lands for railroad purposes, shall be made to the individual owner, occupant, or allottee of such lands and to the tribe or nation through or in which the same is situated: *Provided*, That correct maps of the said line of railroad, in sections of twenty-five miles each, and of any lands taken under this act, shall be filed in the Department of the Interior, and shall also be filed with the United States Indian agent for Indian Territory and with the principal chief or governor of any tribe or nation through which the lines of railroad may be located or in which said lines are situated.

In case of the failure of any railway company to make amicable settlement with any individual owner, occupant, allottee, tribe, or nation for any right of way or lands or improvements sought to be appropriated or condemned under this act, all compensation and damages to be paid to the dissenting individual owner, occupant, allottee, tribe, or nation by reason of the appropriation and condemnation of said right of way, lands, or improvements shall be determined by the appraisement of three disinterested referees, to be appointed by the judge of the United States court or other court of jurisdiction in the district where such lands are situated, on application of the corporation or other person or party in interest. Such referees, before entering upon the duties of their appointment, shall each take and subscribe, before competent authority, an oath that he will faithfully and impartially discharge the duties of his appointment, which oaths, duly certified, shall be returned with the award of the referees to the clerk of the court by which they were appointed. The referees shall also find in their report the names of the person and persons, tribe, or nation to whom the damages are payable and the interest of each person, tribe, or nation in the award of damages. Before such referees shall proceed with the assessment of damages for any right of way or other land condemned under this act, twenty days' notice of the time when the same shall be condemned shall be given to all persons interested, by publication in some newspaper in general circulation near said property in the district where said right of way or said lands are situated, or by ten days' personal notice to each person owning or having any interest in said lands or right of way: *Provided*, That such notice to any tribe or nation may be served on the principal chief or governor of the tribe. If the referees can not agree then any two of them are authorized to and shall make the award. Any party to the proceedings who is dissatisfied with the award of the referees shall have the right, within ten days after the making of the award, to appeal, by original petition, to the United States court or other court of competent jurisdiction sitting at the place nearest and most convenient to the property sought to be taken, where the question of the damages occasioned by the taking of the land in controversy shall be tried de novo, and the judgment rendered by the court shall be final and conclusive, subject, however, to appeal as in other cases.

When the award of damages is filed with the clerk of the court by the referees the railway company shall deposit the amount of such award with the clerk of the court to abide the judgment thereof, and shall then have the right to enter upon and take possession of the property sought to be condemned: *Provided*, That when the said railway company is not satisfied with the award it shall have the right before commencing construction to abandon any portion of said right of way and adopt a new location, subject, however, as to such new location, to all the provisions of this act. Each of the referees shall receive for his compensation the sum of four dollars per day while actually engaged in the appraisement of the property and the hearing of any matter submitted to them under this act. Witnesses shall receive the fees and mileage allowed by law to witness in courts of record within the districts where such lands are located. Costs, including compensation of the referees, shall be made part of the award or judgment and be paid by the railway company:

Provided, That if any party or person other than the railway company shall appeal from any award, and the judgment of the court does not award such appealing party or person more than the referees awarded, all costs occasioned by such appeal shall be paid by such appealing party or person.

Sec. 16. That where a railroad is constructed under the provisions of this act there shall be paid by the railway company to the Secretary of the Interior, for the benefit of the particular tribe or nation through whose lands any such railroad may be constructed, an annual charge of fifteen dollars per mile for each mile of road constructed, the same to be paid so long as said lands shall be owned and occupied by such nation or tribe, which payment shall be in addition to the compensation otherwise provided herein; and the grants herein are made upon the condition that Congress hereby reserves the right to regulate the charges for freight and passengers on said railways and messages on all telegraph and telephone lines until a State government or governments shall exist in said Territory within the limits of which any railway shall be located, and then such State government or governments shall be authorized to fix and regulate the cost of transportation of persons and freights within their respective limits by such railways. But Congress expressly reserves the right to fix and regulate at all times the cost of such transportation by said railways whenever such transportation shall extend from one State into another, or shall extend into more than one State; and that the railway companies shall carry the mail at such prices as Congress may by law provide; and until such rate is fixed by law the Postmaster-General may fix the rate of compensation.

Sec. 17. That any railway company authorized to construct, own, or operate a railroad in said Territory desiring to cross or unite its tracks with any other railroad upon the grounds of such other railway company shall, after fifteen days' notice in writing to such other railroad company make application in writing to the judge of the United States court for the district in which it is proposed to make such crossing or connection for the appointment of three disinterested referees to determine the necessity, place, manner, and time of such crossing or connection. The provisions of section three of this act with respect to the condemnation of right of way through tribal or individual lands shall, except as in this section otherwise provided, apply to proceedings to acquire the right to cross or connect with another railroad. Upon the hearing of any such application to cross or connect with any other railroad, either party or the referees may call and examine witnesses in regard to the matter, and said referees shall have the same power to administer oaths to witnesses that is now possessed by United States commissioners in said Territory, and said referees shall, after such hearing and a personal examination of the locality where a crossing or connection is desired, determine whether there is a necessity for such crossing or not, and, if so, the place thereof, whether it shall be over or under the existing railroad, or at grade, and in other respects the manner of such crossing, and the terms upon which the same shall be made and maintained: *Provided*, That no crossing shall be made through the yards or over the switches or side tracks of any existing railroad if a crossing can be effected at any other place that is practicable. If either party shall be dissatisfied with the terms of the order made by said referees it may appeal to the United States court of the Indian Territory for the district wherein such crossing or connection is sought to be made, in the same manner as appeals are allowed from a judgement of a United States commissioner to said court, and said appeal and all subsequent proceedings shall only affect the amount of compensation, if any, and other terms of crossing fixed by said referees, but shall not delay the making of said crossing or connection: *Provided*, That the corporation desiring such crossing or connection shall deposit with the clerk of the court the amount of compensation, if any is fixed by said referees, and shall execute and file with said clerk a bond as sufficient security to be approved by the court or a judge thereof in vacation, to pay all damages, and comply with all terms that may be adjudged by the court. Any railway company which shall violate or evade any of the provisions of this section shall forfeit for every such offense, to the person, company, or corporation injured thereby, three times the actual damages sustained by the party aggrieved.

Sec. 18. That when in any case two or more railroads crossing each other at a common grade shall, by a system of interlocking or automatic signals, or by any works or fixtures to be erected by them, render it safe for engines and trains to pass over such crossings without stopping, and such interlocking or automatic signals or works or fixtures shall be approved by the Interstate Commerce Commissioners, then in that case it is hereby made lawful for the engines and trains of such railroad or railroads to pass over such crossing without stopping, any law or the provisions of any law to the contrary notwithstanding; and when two or more railroads cross each

other at a common grade either of such roads may apply to the Interstate Commerce Commissioners for permission to introduce upon both of said railroads some system of interlocking or automatic signals or works or fixtures, rendering it safe for engines and trains to pass over such crossings without stopping, and it shall be the duty of said Interstate Commerce Commissioners, if the system of works and fixtures which it is proposed to erect by said company are, in the opinion, of the Commission sufficient and proper, to grant such permission.

SEC. 19. That any railroad company which has obtained permission to introduce a system of interlocking or automatic signals at its crossing at a common grade with any other railroad, as provided in the last section, may after thirty days' notice, in writing, to such other railroad company introduce and erect such interlocking or automatic signals or fixtures; and if such railroad company, after such notification, refuses to join with the railroad company giving such notice in the construction of such works or fixtures, it shall be lawful for said company to enter upon the right of way and tracks of such second company, in such manner as to not unnecessarily impede the operations of such road, and erect such works and fixtures, and may recover in any action at law from such second company one-half of the total cost of erecting and maintaining such interlocking or automatic signals or works or fixtures on both of said roads.

SEC. 20. That all mortgages executed by any railroad company conveying any portion of its railway with its franchise that may be constructed in said Indian Territory shall be recorded in the Department of the Interior, and the record thereof shall be evidence and notice of their execution and shall convey all rights, franchises, and property of said company as therein expressed.

SEC. 21. That Congress hereby reserves the right at any time to alter, amend, or repeal this act, or any portion thereof.

SEC. 22. That any railway company which has heretofore acquired or may hereafter acquire under any other act of Congress, a railroad right of way in Indian Territory may, in the manner herein prescribed, obtain any or all of the benefits and advantages of this act, and in such event shall become subject to all the requirements and responsibilities imposed by this act upon railroad companies acquiring a right of way hereunder. And where the time for the completion of a railroad in Indian Territory under any act granting a right of way therefor has expired or shall hereafter expire in advance of the construction of such railroad, or of any part thereof, the Secretary of the Interior may, upon good cause shown, extend the time for the completion of such railroad, or of any part thereof, for a time not exceeding two years from the date of such extension.

SEC. 23. That an act entitled "An act to provide for the acquiring of rights of way by railroad companies through Indian reservations, Indian lands, and Indian allotments, and for other purposes," approved March second, eighteen hundred and ninety-nine, so far as applies to the Indian Territory and Oklahoma Territory, and all other acts or parts of acts inconsistent with this act are hereby repealed: *Provided*, That such repeal shall not affect any railroad company whose railroad is now actually being constructed or any rights which have already accrued; but such railroads may be completed and such rights enforced in the manner provided by the laws under which such construction was commenced or under which such rights accrued: *And provided further*, That the provisions of this act shall apply also to the Osages' Reservation, and other Indian reservations and allotted Indian lands in the Territory of Oklahoma, and all judicial proceedings herein authorized may be commenced and prosecuted in the courts of said Oklahoma Territory which may now or hereafter exercise jurisdiction within said reservations or allotted lands.

Approved February 28, 1902.

AGREEMENT BETWEEN THE UNITED STATES COMMISSION TO THE FIVE CIVILIZED TRIBES
AND THE SEMINOLE TRIBE OF INDIANS, OCTOBER 7, 1899.

[31 Stat. L., 250.]

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, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Seminole tribe of Indians in Indian Territory, of the second part, entered into in behalf of said tribe by John F. Brown and K. N. Kinkehee, commissioners duly appointed and authorized thereunto, witnesseth:

First. That the Commission to the Five Civilized Tribes, in making the rolls of Seminole citizens, pursuant to the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, shall place on said rolls the names of all children born to Seminole citizens up to and including the thirty-first day of December, eighteen hundred and ninety-nine, and the names of all Seminole citizens then living; and the rolls so made, when approved by the Secretary of the Interior, as provided in said act of Congress, shall constitute the final rolls of Seminole citizens upon which the allotment of lands and distribution of money and other property belonging to the Seminole Indians shall be made, and to no other persons.

Second. If any member of the Seminole tribe of Indians shall die after the thirty-first day of December, eighteen hundred and ninety-nine, the lands, money, and other property to which he would be entitled if living shall descend to his heirs who are Seminole citizens, according to the laws of descent and distribution of the State of Arkansas, and be allotted and distributed to them accordingly: *Provided*, That in all cases where such property would descend to the parents under said laws the same shall first go the mother instead of the father, and then to the brothers and sisters, and their heirs, instead of the father.

Third. This agreement to be ratified by the general council of the Seminole Nation and by the Congress of the United States.

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

HENRY L. DAWES,
TAMS BIXBY,
ARCHIBALD S. MCKENNON,
THOMAS B. NEEDLES,

Commission to the Five Civilized Tribes.

JOHN F. BROWN,
K. N. KINKEHEE,
Seminole Commissioners.

[Appropriation act of May 27, 1902.]

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 said Commission shall exercise all the powers heretofore conferred upon it by Congress: *Provided further*, That all children born to duly enrolled and recognized citizens of the Creek Nation up to and including the twenty-fifth day of May, nineteen hundred and one, and then living, shall be added to the rolls of citizenship of said nation made under the provisions of an act entitled "An act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes," approved March first, nineteen hundred and one, and if any such child has died since the twenty-fifth day of May, nineteen hundred and one, or may hereafter die, before receiving his allotment of land and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs and be allotted and distributed to them accordingly: *And provided further*, That the act entitled "An act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes," approved March first, nineteen hundred and one, in so far as it provides for descent and distribution according to the laws of the Creek Nation, is hereby repealed, and the descent and distribution of lands and moneys provided for in said act shall be in accordance with the provisions of chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas in force in Indian Territory.

For expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by the Interior Department while on duty with the Commission, shall be paid therefrom, for clerical help, including secretary of the Commission and interpreters (act of March third, nineteen hundred and one, volume thirty-one, page one thousand and seventy-four, section one), ninety-three thousand dollars; contingent expenses of the Commission (same act), two thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; and said commissioners shall at once make an itemized statement to the Secretary of the Interior of all their expenditures up to January first, nineteen hundred and one, and annually thereafter: *And provided further*, That not to exceed ten thousand four hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of three clerks, at the rate of one thousand six hundred dollars per annum; one clerk, at the rate of one thousand four hundred dollars, and one clerk at the rate of one thousand two hundred dollars, who shall be competent to examine records in disputed citizenship cases and law contests growing out of the work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, fifty thousand dollars: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw nations fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created: *Provided further*, That the limits of such towns in the Cherokee, Choctaw, and Chickasaw nations having a population of less than two hundred people, as in the judgment of the Secretary of the Interior should be established, shall be defined as early as practicable by the Secretary of the Interior in the same manner as provided for towns having over two hundred people under existing law, and the same shall not be subject to allotment. That the land so segregated and reserved from allotment shall be disposed of, in such manner as the Secretary of the Interior may direct, by a town-site commission, one member to be appointed by the Secretary of the Interior and one by the executive of the nation in which such land is located; proceeds arising from the disposition of such lands to be applied in like manner as the proceeds of other lands in town sites.

For the purpose of removing intruders and placing allottees in unrestricted possession of their allotments, to be expended under the direction of the Secretary of the Interior and to be immediately available, fifteen thousand dollars; in all, one hundred and sixty thousand dollars: *Provided, however*, That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory: *Provided*, That the just and reasonable share of each member of the Chickasaw, Choctaw, Creek, and Cherokee nations of Indians, in the lands belonging to the said tribes, which each member is entitled to hold in his possession until allotments are made, as provided in the act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, be, and the same is hereby, declared to be three hundred and twenty acres for each member of the Chickasaw Nation, three hundred and twenty acres for each member of the Choctaw Nation, one hundred and sixty acres for each member of the Creek Nation, and one hundred acres for each member of the Cherokee Nation.

[PUBLIC—No. 200.]

AN ACT To ratify and confirm a supplemental agreement with the Creek tribe of Indians, and for other purposes.^a

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following supplemental agreement, submitted by

^a This agreement was ratified by the Creek council July 26, 1902. President's proclamation issued August 8, 1902.

certain commissioners of the Creek tribe of Indians, as herein amended, is hereby ratified and confirmed on the part of the United States, and the same shall be of full force and effect if ratified by the Creek tribal council on or before the first day of September, nineteen hundred and two, which said supplemental agreement is as follows:

This agreement by and between the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckenridge, duly appointed and authorized thereunto, and the Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of the said tribe by Pleasant Porter, principal chief, Roley McIntosh, Thomas W. Perryman, Amos McIntosh, and David M. Hodge, commissioners duly appointed and authorized thereunto, witnesseth, that in consideration of the mutual undertakings herein contained, it is agreed as follows:

DEFINITIONS.

The words "Creek" and "Muskogee" as used in this agreement shall be deemed synonymous, and the words "nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The word "Commissioner" shall be deemed to refer to the United States Commission to the Five Civilized tribes.

ALLOTMENT OF LANDS.

2. Section 2 of the agreement ratified by act of Congress approved March, 1901 (31 Stat. L., 861), is amended and as so amended is reenacted to read as follows:

All lands belonging to the Creek tribe of Indians in Indian Territory, except town sites and lands reserved for Creek schools and churches, railroads, and town cemeteries, in accordance with the provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be appraised at not to exceed \$6.50 per acre, excluding only lawful improvements on lands in actual cultivation.

Such appraisement shall be made, under the direction and supervision of the Commission to the Five Civilized Tribes, by such number of committees with necessary assistance as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief. Said Commission shall have authority to revise and adjust the work of said committees; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. The appraisement so made shall be submitted to the Secretary of the Interior for approval.

3. Paragraph 2 of section 3 of the agreement ratified by said act of Congress approved March 1, 1901, is amended and as so amended is reenacted to read as follows:

If any citizen select lands the appraised value of which is \$6.50 per acre, he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and moneys equal in value to his allotment.

4. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all controversies arising between citizens as to their right to select certain tracts of land.

5. Where it is shown to the satisfaction of said Commission that it was the intention of a citizen to select lands which include his home and improvements, but that through error and mistake he had selected land which did not include said home and improvements, said Commission is authorized to cancel said selection and the certificate of selection or allotment embracing said lands, and permit said citizen to make a new selection including said home and improvements; and should said land including said home and improvements have been selected by any other citizen of said nation, the citizen owning said home and improvements shall be permitted to file, within ninety days from the ratification of this agreement, a contest against the citizen having previously selected the same and shall not be prejudiced therein by reason of lapse of time or any provision of law or rules and regulations to the contrary.

DESCENT AND DISTRIBUTION.

6. The provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), in so far as they provide for descent and distribution according to the laws of the Creek Nation, are hereby repealed, and the descent and distribution of land and money provided for by said act shall be in accordance with chapter 49 of Mansfield's Digest of the Statutes of Arkansas now in force in Indian Territory: *Provided*, That

only citizens of the Creek Nation, male and female, and their Creek descendants shall inherit lands of the Creek Nation: *And provided further*, That if there be no person of Creek citizenship to take the descent and distribution of said estate then the inheritance shall go to noncitizen heirs in the order named in said chapter 49.

ROLLS OF CITIZENSHIP.

7. All children born to those citizens who are entitled to enrollment, as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), subsequent to July 1, 1900, and up to and including May 25, 1901, and living upon the latter date, shall be placed on the rolls made by said Commission. And if any such child has died since May 25, 1901, or may hereafter die before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

8. All children who have not heretofore been listed for enrollment living May 25, 1901, born to citizens whose names appear upon the authenticated rolls of 1890 or upon the authenticated rolls of 1895 and entitled to enrollment as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be placed on the rolls made by said Commission. And if any such child has died since May 25, 1901, or may hereafter die before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

9. If the rolls of citizenship provided for by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall have been completed by said Commission prior to the ratification of this agreement, the names of children entitled to enrollment under the provisions of sections 7 and 8 hereof shall be placed upon a supplemental roll of citizens of the Creek Nation, and said supplemental roll, when approved by the Secretary of the Interior, shall in all respects be held to be a part of the final rolls of citizenship of said tribe: *Provided*, That the Dawes Commission be, and is hereby, authorized to add the following persons to the Creek roll: Nar-walle-pe-es, Mary Washington, Walter Washington, and Willie Washington, who are Creek Indians, but whose names were left off the roll through neglect on their part.

ROADS.

10. Public highways or roads 3 rods in width, being one and one-half rods on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues, and to be paid by the Creek Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid in the same manner.

11. In all instances of the establishment of town sites in accordance with the provisions of the act of Congress approved May 31, 1900 (31 Stat. L., 231), or those of section 10 of the agreement ratified by act of Congress approved March 1, 1901 (31 Stat. L., 861), authorizing the Secretary of the Interior, upon the recommendation of the Commission to the Five Civilized Tribes, at any time before allotment, to set aside and reserve from allotment any lands in the Creek Nation, not exceeding 160 acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed, or be in process of construction, in or through said nation prior to the allotment of lands therein, any citizen who shall have previously selected such town site, or any portion thereof, for his allotment, or who shall have been by reason of improvements therein entitled to select the same for his allotment, shall be paid by the Creek Nation the full value of his improvements thereon at the time of the establishment of the town site, under rules and regulations to be prescribed by the Secretary of the Interior: *Provided, however*, That such citizens may purchase any of said lands in accordance with the provisions of the act of March 1, 1901 (31 Stat. L., 61): *And provided further*, That the lands which may hereafter be set aside and reserved for town sites upon recommendation of the Dawes Commission as herein provided shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, and not to exceed 640 acres for each town site, and 10 per cent of the net pro-

ceeds arising from the sale of that portion of the land within the town site so selected by him, or which he was so entitled to select; and this shall be in addition to his right to receive from other lands an allotment of 160 acres.

CEMETERIES.

12. A cemetery other than a town cemetery included within the boundaries of an allotment shall not be desecrated by tillage or otherwise, but no interment shall be made therein except with the consent of the allottee, and any person desecrating by tillage or otherwise a grave or graves in a cemetery included within the boundaries of an allotment shall be guilty of a misdemeanor, and upon conviction be punished as provided in section 567 of Mansfield's Digest of the Statutes of Arkansas.

13. Whenever the town-site surveyors of any town in the Creek Nation shall have selected and located a cemetery as provided in section 18 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), the town authorities shall not be authorized to dispose of lots in such cemetery until payment shall have been made to the Creek Nation for land used for said cemetery as provided in said act of Congress; and if the town authorities fail or refuse to make payment as aforesaid within one year of the approval of the plat of said cemetery by the Secretary of the Interior, the land so reserved shall revert to the Creek Nation and be subject to allotment. And for lands heretofore or hereafter designated as parks upon any plat or any town site the town shall make payment into the Treasury of the United States to the credit of the Creek Nation within one year at the rate of \$20 per acre; and if such payment be not made within that time, the lands so designated as a park shall be platted into lots and sold as other town lots.

MISCELLANEOUS.

14. All funds of the Creek Nation not needed for equalization of allotments, including the Creek school fund, shall be paid out, under direction of the Secretary of the Interior, per capita to the citizens of the Creek Nation on the dissolution of the Creek tribal government.

15. The provisions of section 24 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), for the reservation of land for the six established Creek court-houses is hereby repealed.

16. Lands allotted to citizens shall not in any manner whatever, or at any time, be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands.

18. When cattle are introduced into the Creek Nation to be grazed upon either lands not selected for allotment or upon lands allotted or selected for allotment the owner thereof, or the party or parties so introducing the same, shall first obtain a permit from the United States Indian agent, Union Agency, authorizing the introduction of such cattle. The application for said permit shall state the number of cattle to be introduced, together with a description of the same, and shall specify the lands upon which said cattle are to be grazed, and whether or not said lands have been selected for allotment. Cattle so introduced and all other live stock owned or controlled by noncitizens of the nation shall be kept upon inclosed lands, and if any such cattle or other live stock trespass upon lands allotted to or selected for allotment by any citizen of said nation, the owner thereof shall, for the first trespass, make reparation to the party injured for the true value of the damages he may have sustained, and for every trespass thereafter double damages, to be recovered with costs, whether the land upon which trespass is made is inclosed or not.

Any person who shall introduce any cattle into the Creek Nation in violation of the provisions of this section shall be deemed guilty of a misdemeanor and punished by a fine of not less than \$100, and shall stand committed until such fine and costs are paid, such commitment not to exceed one day for every \$2 of said fine and costs; and every day said cattle are permitted to remain in said nation without a permit for their introduction having been obtained shall constitute a separate offense.

19. Section 8 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law.

20. This agreement is intended to modify and supplement the agreement ratified by said act of Congress approved March 1, 1901, and shall be held to repeal any provision in that agreement or in any prior agreement, treaty, or law in conflict herewith.

21. This agreement shall be binding upon the United States and the Creek Nation and upon all persons affected thereby when it shall have been ratified by Congress and the Creek national council, and the fact of such ratification shall have been proclaimed as hereinafter provided.

22. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek Nation council and submit this agreement, as ratified by Congress, to such council for its consideration, and if the agreement be ratified by the national council, as provided in the constitution of the tribe, the principal chief shall transmit to the President of the United States a certified copy of the act of the council ratifying the agreement, and thereupon the President shall issue his proclamation making public announcement of such ratification. Thenceforward all the provisions of this agreement shall have the force and effect of law.

Approved, June 30, 1902.

[PUBLIC—No. 228.]

AN ACT to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes.^a

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following agreement, made by the Commission to the Five Civilized Tribes with the commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-first day of March, nineteen hundred and two, be, and the same is hereby, ratified and confirmed, to wit:

AGREEMENT BETWEEN THE UNITED STATES AND THE CHOCTAWS AND CHICKASAWS.

This agreement, by and between the United States, entered into in its behalf by Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckinridge, commissioners duly appointed and authorized thereunto, and the Choctaw and Chickasaw tribes of Indians in Indian Territory, respectively, entered into in behalf of such Choctaw and Chickasaw tribes by Gilbert W. Dukes, Green McCurtain, Thomas E. Sanguin, and Simon E. Lewis in behalf of the Choctaw tribe of Indians; and Douglas H. Johnston, Calvin J. Grant, Holmes Willis, Edward B. Johnson, and

^aThis agreement was ratified by the Choctaw and Chickasaw nations at an election held September 25, 1902.

Benjamin H. Colbert in behalf of the Chickasaw tribe of Indians, commissioners duly appointed and authorized thereunto—

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

DEFINITIONS.

1. Wherever used in this agreement the words "nations" and "tribes" shall each be held to mean the Choctaw and Chickasaw nations or tribes of Indians in Indian Territory.

2. The words "chief executives" shall be held to mean the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation.

3. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Choctaw or Chickasaw tribe of Indians in Indian Territory, not including freedmen.

4. The term "Atoka agreement" shall be held to mean the agreement made by the Commission to the Five Civilized Tribes with the commissioners representing the Choctaw and Chickasaw tribes of Indians at Atoka, Indian Territory, and embodied in the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight. (30 Stats., 495.)

5. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Commission to the Five Civilized Tribes for the Choctaw and Chickasaw nations, for particular tracts of land.

7. Every word in this agreement importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

8. The terms "allottable lands" or "lands allottable" shall be deemed to mean all the lands of the Choctaw and Chickasaw tribes not herein reserved from allotment.

APPRAISEMENT OF LANDS.

9. All lands belonging to the Choctaw and Chickasaw tribes in the Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in determining such value consideration shall not be given to the location thereof, to any mineral deposits, or to any timber except such pine timber as may have been heretofore estimated by the Commission to the Five Civilized Tribes, and without reference to improvements which may be located thereon.

10. The appraisement as herein provided shall be made by the Commission to the Five Civilized Tribes, and the Choctaw and Chickasaw tribes shall each have a representative, to be appointed by the respective executives, to cooperate with the said Commission.

ALLOTMENT OF LANDS.

11. There shall be allotted to each member of the Choctaw and Chickasaw tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to three hundred and twenty acres of the average allottable land of the Choctaw and Chickasaw nations, and to each Choctaw and Chickasaw freedman, as soon as practicable after the approval by the Secretary of the Interior of his enrollment, land equal in value to forty acres of the average allottable land of the Choctaw and Chickasaw nations; to conform, as nearly as may be, to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements. For the purpose of making allotments and designating homesteads hereunder, the forty-acre or quarter-quarter subdivisions established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

12. Each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to one hundred and sixty acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment, and separate certificate and patent shall issue for said homestead.

13. The allotment of each Choctaw and Chickasaw freedman shall be inalienable

during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment.

14. When allotments as herein provided have been made to all citizens and freedmen, the residue of lands not herein reserved or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose, and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

15. Lands allotted to members and freedmen shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this act, nor shall said lands be sold except as herein provided.

16. All lands allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after issuance of patent as follows: One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from date of patent: *Provided*, That such land shall not be alienable by the allottee or his heirs at any time before the expiration of the Choctaw and Chickasaw tribal governments for less than its appraised value.

17. If for any reason an allotment should not be selected or a homestead designated by, or on behalf of, any member or freedman, it shall be the duty of said Commission to make said selection and designation.

18. In the making of allotments and in the designation of homesteads for members of said tribes, under the provisions of this agreement, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in paragraph eleven hereof.

19. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any member of the Choctaw or Chickasaw tribes to enclose or hold possession of in any manner, by himself or through another, directly or indirectly more lands in value than that of three hundred and twenty acres of average allottable lands of the Choctaw and Chickasaw nations, as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children if members of said tribes; and any member of said tribes found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

20. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any Choctaw or Chickasaw freedman to enclose or hold possession of in any manner, by himself or through another, directly or indirectly, more than so much land as shall be equal in value to forty acres of the average allottable lands of the Choctaw and Chickasaw tribes as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children, if they be Choctaw or Chickasaw freedmen; and any freedman found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

21. Any person convicted of violating any of the provisions of sections 19 and 20 of this agreement shall be punished by a fine 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 for the districts in which said nations are situated are required to see that the provisions of said sections are strictly enforced, and they shall immediately after the expiration of ninety days after the date of the final ratification of this agreement proceed to dispossess all persons of such excessive holdings of lands, and to prosecute them for so unlawfully holding the same. And the Commission to the Five Civilized Tribes shall have authority to make investigation of all violations of sections 19 and 20 of this agreement, and make report thereon to the United States district attorneys.

22. If any person whose name appears upon the rolls, prepared as herein provided, shall have died subsequent to the ratification of this agreement and before receiving his allotment of land, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, together with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly

appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and practicable time, the Commission to the Five Civilized Tribes shall designate the lands thus to be allotted.

23. Allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of any allottee to the tract of land described therein; and the United States Indian agent at the Union Agency shall, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to such allottee, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

24. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all matters relating to the allotment of land.

EXCESSIVE HOLDINGS.

25. After the opening of a land office for allotment purposes in both the Choctaw and the Chickasaw nations any citizen or freedman of either of said nations may appear before the Commission to the Five Civilized Tribes at the land office in the nation in which his land is located and make application for his allotment and for allotments for members of his family and for other persons for whom he is lawfully authorized to apply for allotments, including homesteads, and after the expiration of ninety days following the opening of such land offices any such applicant may make allegation that the land or any part of the land that he desires to have allotted is held by another citizen or person in excess of the amount of land to which said citizen or person is lawfully entitled, and that he desires to have said land allotted to him or members of his family as herein provided; and thereupon said Commission shall serve notice upon the person so alleged to be holding land in excess of the lawful amount to which he may be entitled, said notice to set forth the facts alleged and the name and post-office address of the person alleging the same, and the rights and consequences herein provided, and the person so alleged to be holding land contrary to law shall be allowed thirty days from the date of the service of said notice in which to appear at one of said land offices and to select his allotment and the allotments he may be lawfully authorized to select, including homesteads; and if at the end of the thirty days last provided for the person upon whom said notice has been served has not selected his allotment and allotments as provided, then the Commission to the Five Civilized Tribes shall immediately make or reserve said allotments for the person or persons who have failed to act in accordance with the notice aforesaid, having due regard for the best interest of said allottees; and after such allotments have been made or reserved by said Commission, then all other lands held or claimed, or previously held or claimed by said person or persons, shall be deemed a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such: *Provided*, That any persons who have previously applied for any part of said lands shall have a prior right of allotment of the same in the order of their applications and as their lawful rights may appear.

If any citizen or freedman of the Choctaw and Chickasaw nations shall not have selected his allotment within twelve months after the date of the opening of said land offices in said nations, if not herein otherwise provided, and provided that twelve months shall have elapsed from the date of the approval of his enrollment by the Secretary of the Interior, then the Commission to the Five Civilized Tribes may immediately proceed to select an allotment, including a homestead for such person, said allotment and homestead to be selected as the Commission may deem for the best interest of said person, and the same shall be of the same force and effect as if such selection had been made by such citizen or freedman in person, and all lands held or claimed by persons for whom allotments have been selected by the Commission as provided, and in excess of the amount included in said allotments, shall be a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such.

RESERVATIONS.

26. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites either by the terms of the Atoka agreement, the act of Congress of May 31, 1900 (31 Stats., 221), as herein assented to, or by the terms of this agreement.

(b) All lands to which, at the date of the final ratification of this agreement, any railroad company may under any treaty or act of Congress have a vested right for

right of way, depots, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroad.

(c) The strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up the said Poteau River to the mouth of Mill Creek.

(d) All lands which shall be segregated and reserved by the Secretary of the Interior on account of their coal or asphalt deposits, as hereinafter provided. And the lands selected by the Secretary of the Interior at and in the vicinity of Sulphur, in the Chickasaw Nation, under the cession to the United States hereunder made by said tribes.

- (e) One hundred and sixty acres for Jones' Academy.
- (f) One hundred and sixty acres for Tuskahoma Female Seminary.
- (g) One hundred and sixty acres for Wheelock Orphan Seminary.
- (h) One hundred and sixty acres for Armstrong Orphan Academy.
- (i) Five acres for capitol building of the Choctaw Nation.
- (j) One hundred and sixty acres for Bloomfield Academy.
- (k) One hundred and sixty acres for Lebanon Orphan Home
- (l) One hundred and sixty acres for Harley Institute.
- (m) One hundred and sixty acres for Rock Academy.
- (n) One hundred and sixty acres for Collins Institute.
- (o) Five acres for the capitol building of the Chickasaw Nation
- (p) Eighty acres for J. S. Murrow.
- (q) Eighty acres for H. R. Schermerhorn.
- (r) Eighty acres for the widow of R. S. Bell.
- (s) A reasonable amount of land, to be determined by the town-site commissioners, to include all tribal court-houses and jails and other tribal public buildings.
- (t) Five acres for any cemetery located by the town-site commissioners prior to the date of the final ratification of this agreement.
- (u) One acre for any church under the control of and used exclusively by the Choctaw or Chickasaw citizens at the date of the final ratification of this agreement.
- (v) One acre each for all Choctaw or Chickasaw schools under the supervision of the authorities of the Choctaw or Chickasaw nations and officials of the United States.

And the acre so reserved for any church or school in any quarter section of land shall be located when practicable in a corner of such quarter section lying adjacent to the section line thereof.

ROLLS OF CITIZENSHIP.

27. The rolls of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen shall be made by the Commission to the Five Civilized Tribes, in strict compliance with the act of Congress approved June 28, 1898 (30 Stats., 495), and the act of Congress approved May 31, 1900 (31 Stats., 221), except as herein otherwise provided: *Provided*, That no person claiming right to enrollment and allotment and distribution of tribal property, by virtue of a judgment of the United States court in the Indian Territory under the act of June 10, 1896 (29 Stats., 321), and which right is contested by legal proceedings instituted under the provisions of this agreement, shall be enrolled or receive allotment of lands or distribution of tribal property until his right thereto has been finally determined.

28. The names of all persons living on the date of the final ratification of this agreement entitled to be enrolled as provided in section 27 hereof shall be placed upon the rolls made by said Commission; and no child born thereafter to a citizen or freedman and no person intermarried thereafter to a citizen shall be entitled to enrollment or to participate in the distribution of the tribal property of the Choctaws and Chickasaws.

29. No person whose name appears upon the rolls made by the Commission to the Five Civilized Tribes as a citizen or freedman of any other tribe shall be enrolled as a citizen or freedman of the Choctaw or Chickasaw nations.

30. For the purpose of expediting the enrollment of the Choctaw and Chickasaw citizens and the Choctaw and Chickasaw freedmen, the said Commission shall, from time to time, and as early as practicable, forward to the Secretary of the Interior lists upon which shall be placed names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final rolls of citizens of the Choctaw and Chickasaw tribes and of Choctaw and Chickasaw freedmen, upon which allotment of land and distribution of other tribal property shall be made as herein provided. Lists shall be made up and forwarded when contests of whatever character shall have been determined, and when there shall have been submitted to

and approved by the Secretary of the Interior lists embracing names of all those lawfully entitled to enrollment, the rolls shall be deemed complete. The rolls so prepared shall be made in quintuplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Choctaw Nation, one with the governor of the Chickasaw Nation, and one to remain with the Commission to the Five Civilized Tribes.

31. It being claimed and insisted by the Choctaw and Chickasaw nations that the United States courts in the Indian Territory, acting under the act of Congress, approved June 10, 1896, have admitted persons to citizenship or to enrollment as such citizens in the Choctaw and Chickasaw nations, respectively, without notice of the proceedings in such courts being given to each of said nations; and it being insisted by said nations that, in such proceedings, notice to each of said nations was indispensable, and it being claimed and insisted by said nations that the proceedings in the United States courts in the Indian Territory, under the said act of June 10, 1896, should have been confined to a review of the action of the Commission to the Five Civilized Tribes, upon the papers and evidence submitted to such Commission, and should not have extended to a trial de novo of the question of citizenship; and it being desirable to finally determine these questions, the two nations, jointly, or either of said nations acting separately and making the other a party defendant, may, within ninety days after this agreement becomes effective, by a bill in equity filed in the Choctaw and Chickasaw citizenship court hereinafter named, seek the annulment and vacation of all such decisions by said courts. Ten persons so admitted to citizenship or enrollment by said courts, with notice to one but not to both of said nations, shall be made defendants to said suit as representatives of the entire class of persons similarly situated, the number of such persons being too numerous to require all of them to be made individual parties to the suit; but any person so situated may, upon his application, be made a party defendant to the suit. Notice of the institution of said suit shall be personally served upon the chief executive of the defendant nation, if either nation be made a party defendant as aforesaid, and upon each of said ten representative defendants, and shall also be published for a period of four weeks in at least two weekly newspapers having general circulation in the Choctaw and Chickasaw nations. Such notice shall set forth the nature and prayer of the bill, with the time for answering the same, which shall not be less than thirty days after the last publication. Said suit shall be determined at the earliest practicable time, shall be confined to a final determination of the questions of law here named, and shall be without prejudice to the determination of any charge or claim that the admission of such persons to citizenship or enrollment by said United States courts in the Indian Territory was wrongfully obtained as provided in the next section. In the event said citizenship judgments or decisions are annulled or vacated in the test suit hereinbefore authorized, because of either or both of the irregularities claimed and insisted upon by said nations as aforesaid, then the files, papers, and proceedings in any citizenship case in which the judgment or decision is so annulled or vacated, shall, upon written application therefor, made within ninety days thereafter by any party thereto, who is thus deprived of a favorable judgment upon his claimed citizenship, be transferred and certified to said citizenship court by the court having custody and control of such files, papers, and proceedings, and, upon the filing in such citizenship court of the files, papers, and proceedings in any such citizenship case, accompanied by due proof that notice in writing of the transfer and certification thereof has been given to the chief executive officer of each of said nations, said citizenship case shall be docketed in said citizenship court, and such further proceedings shall be had therein in that court as ought to have been had in the court to which the same was taken on appeal from the Commission to the Five Civilized Tribes, and as if no judgment or decision had been rendered therein.

32. Said citizenship court shall also have appellate jurisdiction over all judgments of the courts in Indian Territory rendered under said act of Congress of June tenth, eighteen hundred and ninety-six, admitting persons to citizenship or to enrollment as citizens in either of said nations. The right of appeal may be exercised by the said nations jointly or by either of them acting separately at any time within six months after this agreement is finally ratified. In the exercise of such appellate jurisdiction said citizenship court shall be authorized to consider, review, and revise all such judgments, both as to findings of fact and conclusions of law, and may, wherever in its judgment substantial justice will thereby be subserved, permit either party to any such appeal to take and present such further evidence as may be necessary to enable said court to determine the very right of the controversy. And said court shall have power to make all needful rules and regulations prescribing the manner of taking and conducting said appeals and of taking additional evidence therein. Such citizenship court shall also have like appellate jurisdiction and authority over judgments rendered by such courts under the said act denying claims

to citizenship or to enrollment as citizens in either of said nations. Such appeals shall be taken within the time hereinbefore specified and shall be taken, conducted, and disposed of in the same manner as appeals by the said nations, save that notice of appeals by citizenship claimants shall be served upon the chief executive officer of both nations: *Provided*, That paragraphs thirty-one, thirty-two, and thirty-three hereof shall go into effect immediately after the passage of this act by Congress.

33. A court is hereby created, to be known as the Choctaw and Chickasaw citizenship court, the existence of which shall terminate upon the final determination of the suits and proceedings named in the last two preceding sections, but in no event later than the thirty-first day of December, nineteen hundred and three. Said court shall have all authority and power necessary to the hearing and determination of the suits and proceedings so committed to its jurisdiction, including the authority to issue and enforce all requisite writs, process, and orders, and to prescribe rules and regulations for the transaction of its business. It shall also have all the powers of a circuit court of the United States in compelling the production of books, papers, and documents, the attendance of witnesses, and in punishing contempt. Except where herein otherwise expressly provided, the pleading, practice, and proceedings in said court shall conform, as near as may be, to the pleadings, practice, and proceedings in equity causes in the circuit courts of the United States. The testimony shall be taken in court or before one of the judges, so far as practicable. Each judge shall be authorized to grant, in vacation or recess, interlocutory orders and to hear and dispose of interlocutory motions not affecting the substantial merits of the case. Said court shall have a chief judge and two associate judges, a clerk, a stenographer, who shall be deputy clerk, and a bailiff. The judges shall be appointed by the President, by and with the advice and consent of the Senate, and shall each receive a compensation of five thousand dollars per annum and his necessary and actual traveling and personal expenses while engaged in the performance of his duties. The clerk, stenographer, and bailiff shall be appointed by the judges, or a majority of them, and shall receive the following yearly compensation: Clerk, two thousand four hundred dollars; stenographer, twelve hundred dollars; bailiff, nine hundred dollars. The compensation of all these officers shall be paid by the United States in monthly installments. The moneys to pay said compensation are hereby appropriated, and there is also hereby appropriated the sum of five thousand dollars, or so much thereof as may be necessary, to be expended under the direction of the Secretary of the Interior, to pay such contingent expenses of said court and its officers as to such Secretary may seem proper. Said court shall have a seal, shall sit at such place or places in the Choctaw and Chickasaw nations as the judges may designate, and shall hold public sessions, beginning the first Monday in each month, so far as may be practicable or necessary. Each judge and the clerk and deputy clerk shall be authorized to administer oaths. All writs and process issued by said court shall be served by the United States marshal for the district in which the service is to be had. The fees for serving process and the fees of witnesses shall be paid by the party at whose instance such process is issued or such witnesses are subpoenaed, and the rate or amount of such fees shall be the same as is allowed in civil causes in the circuit court of the United States for the western district of Arkansas. No fees shall be charged by the clerk or other officers of said court. The clerk of the United States court in Indian Territory, having custody and control of the files, papers, and proceedings in the original citizenship cases, shall receive a fee of two dollars and fifty cents for transferring and certifying to the citizenship court the files, papers, and proceedings in each case, without regard to the number of persons whose citizenship is involved therein, and said fee shall be paid by the person applying for such transfer and certification. The judgment of the citizenship court in any or all of the suits or proceedings so committed to its jurisdiction shall be final. All expenses necessary to the proper conduct, on behalf of the nations, of the suits and proceedings provided for in this and the two preceding sections shall be incurred under the direction of the executives of the two nations, and the Secretary of the Interior is hereby authorized, upon certificate of said executives, to pay such expenses as in his judgment are reasonable and necessary out of any of the joint funds of said nations in the Treasury of the United States.

34. During the ninety days first following the date of the final ratification of this agreement the Commission to the Five Civilized Tribes may receive applications for enrollment only of persons whose names are on the tribal rolls, but who have not heretofore been enrolled by said Commission, commonly known as "delinquents," and such intermarried white persons as may have married recognized citizens of the Choctaw and Chickasaw nations in accordance with the tribal laws, customs, and usages on or before the date of the passage of this act by Congress, and such infant children as may have been born to recognized and enrolled citizens on or before the date of the final ratification of this agreement; but the application of no person

whomsoever for enrollment shall be received after the expiration of the said ninety days: *Provided*, That nothing in this section shall apply to any person or persons making application for enrollment as Mississippi Choctaws, for whom provision has herein otherwise been made.

35. No person whose name does not appear upon the rolls prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person, whose name is on the said rolls, and who died prior to the date of the final ratification of this agreement. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before the date of the final ratification of this agreement, and any person or persons who may conceal the death of anyone on said rolls as aforesaid, for the purpose of profiting by the said concealment, and who shall knowingly receive any portion of any land or other tribal property, or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Choctaw and Chickasaw nations of the lands, other tribal property, and proceeds so obtained.

CHICKASAW FREEDMEN.

36. Authority is hereby conferred upon the Court of Claims to determine the existing controversy respecting the relations of the Chickasaw freedmen to the Chickasaw Nation and the rights of such freedmen in the lands of the Choctaw and Chickasaw nations under the third article of the treaty of eighteen hundred and sixty-six, between the United States and the Choctaw and Chickasaw nations, and under any and all laws subsequently enacted by the Chickasaw legislature or by Congress.

37. To that end the Attorney-General of the United States is hereby directed, on behalf of the United States, to file in said Court of Claims, within sixty days after this agreement becomes effective, a bill of interpleader against the Choctaw and Chickasaw nations and the Chickasaw freedmen, setting forth the existing controversy between the Chickasaw Nation and the Chickasaw freedmen and praying that the defendants thereto be required to interplead and settle their respective rights in such suit.

38. Service of process in the suit may be had on the Choctaw and Chickasaw nations, respectively, by serving upon the principal chief of the former and the governor of the latter a certified copy of the bill, with a notice of the time for answering the same, which shall not be less than thirty nor more than sixty days after such service, and may be had upon the Chickasaw freedmen by serving upon each of three known and recognized Chickasaw freedmen a certified copy of the bill, with a like notice of the time for answering the same, and by publishing a notice of the commencement of the suit, setting forth the nature and prayer of the bill, with the time for answering the same, for a period of three weeks in at least two weekly newspapers having general circulation in the Chickasaw Nation.

39. The Choctaw and Chickasaw nations, respectively, may in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes, employ counsel to represent them in such suit and protect their interests therein; and the Secretary of the Interior shall employ competent counsel to represent the Chickasaw freedmen in said suit and to protect their interests therein; and the compensation of counsel so employed for the Chickasaw freedmen, including all costs of printing their briefs and other incidental expenses on their part, not exceeding six thousand dollars, shall be paid out of the Treasury of the United States upon certificate of the Secretary of the Interior setting forth the employment and the terms thereof, and stating that the required services have been duly rendered; and any party feeling aggrieved at the decree of the Court of Claims, or any part thereof, may, within sixty days after the rendition thereof, appeal to the Supreme Court, and in each of said courts the suit shall be advanced for hearing and decision at the earliest practicable time.

40. In the meantime the Commission to the Five Civilized Tribes shall make a roll of the Chickasaw freedmen and their descendants, as provided in the Atoka agreement, and shall make allotments to them as provided in this agreement, which said allotments shall be held by the said Chickasaw freedmen, not as temporary allotments, but as final allotments, and in the event that it shall be finally deter-

mined in said suit that the Chickasaw freedmen are not, independently of this agreement, entitled to allotments in the Choctaw and Chickasaw lands, the Court of Claims shall render a decree in favor of the Choctaw and Chickasaw nations according to their respective interests, and against the United States, for the value of the lands so allotted to the Chickasaw freedmen as ascertained by the appraisal thereof made by the Commission to the Five Civilized Tribes for the purpose of allotment, which decree shall take the place of the said lands and shall be in full satisfaction of all claims by the Choctaw and Chickasaw nations against the United States or the said freedmen on account of the taking of the said lands for allotment to said freedmen: *Provided*, That nothing contained in this paragraph shall be construed to affect or change the existing status or rights of the two tribes as between themselves respecting the lands taken for allotment to freedmen, or the money, if any, recovered as compensation therefor, as aforesaid.

MISSISSIPPI CHOCTAWS.

41. All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stats., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said Commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such Commission within one year after the date of their said identification as Mississippi Choctaws shall be enrolled by such Commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said Commission after six months subsequent to the date of the final ratification of this agreement and in the disposition of such applications all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians, whether of full or mixed blood, who receive a patent to land under the said fourteenth article of the said treaty of eighteen hundred and thirty who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June twenty-eighth, eighteen hundred and ninety-eight, shall be deemed to be Mississippi Choctaws, entitled to benefits under article fourteen of the said treaty of September twenty-seventh, eighteen hundred and thirty, and to identification as such by said Commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood, or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the right of citizenship in the Choctaw Nation. All of said Mississippi Choctaws so enrolled by said Commission shall be upon a separate roll.

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof of such continuous bona fide residence, made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the Atoka agreement, and he shall hold the lands allotted to him as provided in this agreement for citizens of the Choctaw and Chickasaw nations.

43. Applications for enrollment as Mississippi Choctaws, and applications to have land set apart to them as such, must be made personally before the Commission to the Five Civilized Tribes. Fathers may apply for their minor children; and, if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said Commission.

44. If within four years after such enrollment any such Mississippi Choctaw, or his heirs or representatives if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he, and his heirs and representatives if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash, under rules and regulations prescribed by the Secretary of the Interior, and the proceeds

paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw tribes, and distributed per capita with other funds of the tribes. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

TOWN SITES.

45. The Choctaw and Chickasaw tribes hereby assent to the act of Congress approved May 31, 1900 (31 Stats., 221), in so far as it pertains to town sites in the Choctaw and Chickasaw nations, ratifying and confirming all acts of the Government of the United States thereunder, and consent to a continuance of the provisions of said act not in conflict with the terms of this agreement.

46. As to those town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, as provided in said act of Congress of May 31, 1900, such additional acreage may be added thereto, in like manner as the original town site was set apart, as may be necessary for the present needs and reasonable prospective growth of said town sites, the total acreage not to exceed six hundred and forty acres for each town site.

47. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Commission to the Five Civilized Tribes, under the provisions of said act of May 31, 1900, shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

48. Whenever any tract of land shall be set aside for town-site purposes, as provided in said act of May 31, 1900, or by the terms of this agreement, which is occupied by any member of the Choctaw or Chickasaw nations, such occupant shall be fully compensated for his improvements thereon, out of the funds of the tribes arising from the sale of town sites, under rules and regulations to be prescribed by the Secretary of the Interior, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe in which the town site is located, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriation for surveying, laying out, platting, and selling town sites.

49. Whenever the chief executive of the Choctaw or Chickasaw Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw Nation to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

50. There shall be appointed, in the manner provided in the Atoka agreement, such additional town-site commissions as the Secretary of the Interior may deem necessary, for the speedy disposal of all town sites in said nations: *Provided*, That the jurisdiction of said additional town-site commissions shall extend to such town sites only as shall be designated by the Secretary of the Interior.

51. Upon the payment of the full amount of the purchase price of any lot in any town site in the Choctaw and Chickasaw nations, appraised and sold as herein provided, or sold as herein provided, the chief executives of said nations shall jointly execute, under their hands and the seals of the respective nations and deliver to the purchaser of the said lot, a patent conveying to him all right, title, and interest of the Choctaw and Chickasaw tribes in and to said lot.

52. All town lots in any one town site to be conveyed to one person shall, as far as practicable, be included in one patent, and all patents shall be executed free of charge to the grantee.

53. Such towns in the Choctaw and Chickasaw nations as may have a population of less than two hundred people, not otherwise provided for, and which in the judgment of the Secretary of the Interior should be set aside as town sites, shall have their limits defined not later than ninety days after the final ratification of this agreement, in the same manner as herein provided for other town sites; but in no such case shall more than forty acres of land be set aside for any such town site.

54. All town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May 31, 1900 (31 Stat., 221), with the additional acreage added thereto, and all town sites which may hereafter be set aside, as well as all town sites set aside under the provisions of this agreement having a population of less than two hundred, shall be surveyed, laid out, platted, appraised,

and disposed of in a like manner, and with like preference rights accorded to owners of improvements as other town sites in the Choctaw and Chickasaw nations are surveyed, laid out, platted, appraised, and disposed of under the Atoka agreement, as modified or supplemented by the said act of May 31, 1900: *Provided*, That occupants or purchasers of lots in town sites in said Choctaw and Chickasaw nations upon which no improvements have been made prior to the passage of this act by Congress shall pay the full appraised value of said lots instead of the percentage named in the Atoka agreement.

MUNICIPAL CORPORATIONS.

55. Authority is hereby conferred upon municipal corporations in the Choctaw and Chickasaw nations, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nations and made applicable to the cities and towns therein the same as if specially enacted in reference thereto; and said municipal corporations are hereby authorized to vacate streets and alleys, or parts thereof, and said streets and alleys, when so vacated, shall become the property of the adjacent property holders.

COAL AND ASPHALT.

56. At the expiration of two years after the final ratification of this agreement all deposits of coal and asphalt which are in lands within the limits of any town site established under the Atoka agreement, or the act of Congress of May 31, 1900, or this agreement, and which are within the exterior limits of any lands reserved from allotment on account of their coal or asphalt deposits, as herein provided, and which are not at the time of the final ratification of this agreement embraced in any then existing coal or asphalt lease, shall be sold at public auction for cash under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as herein provided respecting the proceeds of the sale of coal and asphalt lands.

57. All coal and asphalt deposits which are within the limits of any town site so established, which are at the date of the final ratification of this agreement covered by any existing lease, shall, at the expiration of two years after the final ratification of this agreement, be sold at public auction under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as provided in the last preceding section. The coal or asphalt covered by each lease shall be separately sold. The purchaser shall take such coal or asphalt deposits subject to the existing lease, and shall by the purchase succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribe shall be retained by them.

58. Within six months after the final ratification of this agreement the Secretary of the Interior shall ascertain, so far as may be practicable, what lands are principally valuable because of their deposits of coal or asphalt, including therein all lands which at the time of the final ratification of this agreement shall be covered by then existing coal or asphalt leases, and within that time he shall, by a written order, segregate and reserve from allotment all of said lands. Such segregation and reservation shall conform to the subdivisions of the Government survey as nearly as may be, and the total segregation and reservation shall not exceed five hundred thousand acres. No lands so reserved shall be allotted to any member or freedman, and the improvements of any member or freedman existing upon any of the lands so segregated and reserved at the time of their segregation and reservation shall be appraised under the direction of the Secretary of the Interior, and shall be paid for out of any common funds of the two tribes in the Treasury of the United States, upon the order of the Secretary of the Interior. All coal and asphalt deposits, as well as other minerals which may be found in any lands not so segregated and reserved, shall be deemed a part of the land and shall pass to the allottee or other person who may lawfully acquire title to such lands.

59. All lands segregated and reserved under the last preceding section, excepting those embraced within the limits of a town site, established as hereinbefore provided, shall, within three years from the final ratification of this agreement and before the dissolution of the tribal governments, be sold at public auction for cash, under the direction of the President, by a commission composed of three persons, which shall be appointed by the President, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, and one on the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood. Either of said commissioners may, at any time, be removed by the President for

good cause shown. Each of said commissioners shall be paid at the rate of four thousand dollars per annum, the Choctaw commissioner to be paid by the Choctaw Nation, the Chickasaw commissioner to be paid by the Chickasaw Nation, and the third commissioner to be paid by the United States. In the sale of coal and asphalt lands and coal and asphalt deposits hereunder, the commission shall have the right to reject any or all bids which it considers below the value of any such lands or deposits. The proceeds arising from the sale of coal and asphalt lands and coal and asphalt deposits shall be deposited in the Treasury of the United States to the credit of said tribes and paid out per capita to the members of said tribes (freedmen excepted) with the other moneys belonging to said tribes in the manner provided by law. The lands embraced within any coal or asphalt lease shall be separately sold, subject to such lease, and the purchaser shall succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribes shall be retained by them. The lands so segregated and reserved, and not included within any existing coal or asphalt lease, shall be sold in tracts not exceeding in area a section under the Government survey.

60. Upon the recommendation of the chief executive of each of the two tribes, and where in the judgment of the President it is advantageous to the tribes so to do, the sale of any coal or asphalt lands which are herein directed to be sold may be made at any time after the expiration of six months from the final ratification of this agreement, without awaiting the expiration of the period of two years, as hereinbefore provided.

61. No lease of any coal or asphalt lands shall be made after the final ratification of this agreement, the provisions of the Atoka agreement to the contrary notwithstanding.

62. Where any lands so as aforesaid segregated and reserved on account of their coal or asphalt deposits are in this agreement specifically reserved from allotment for any other reason, the sale to be made hereunder shall be only of the coal and asphalt deposits contained therein, and in all other respects the other specified reservation of such lands herein provided for shall be fully respected.

63. The chief executives of the two tribes shall execute and deliver, with the approval of the Secretary of the Interior, to each purchaser of any coal or asphalt lands so sold, and to each purchaser of any coal or asphalt deposits so sold, an appropriate patent or instrument of conveyance, conveying to the purchaser the property so sold.

SULPHUR SPRINGS.

64. The two tribes hereby absolutely and unqualifiedly relinquish, cede, and convey unto the United States a tract or tracts of land at and in the vicinity of the village of Sulphur, in the Chickasaw Nation, of not exceeding six hundred and forty acres, to be selected, under the direction of the Secretary of the Interior, within four months after the final ratification of this agreement, and to embrace all the natural springs in and about said village, and so much of Sulphur Creek, Rock Creek, Buckhorn Creek, and the lands adjacent to said natural springs and creeks as may be deemed necessary by the Secretary of the Interior for the proper utilization and control of said springs and the waters of said creeks, which lands shall be so selected as to cause the least interference with the contemplated town site at that place consistent with the purposes for which said cession is made, and when selected the ceded lands shall be held, owned, and controlled by the United States absolutely and without any restriction, save that no part thereof shall be platted or disposed of for town-site purposes during the existence of the two tribal governments. Such other lands as may be embraced in a town site at that point shall be disposed of in the manner provided in the Atoka agreement for the disposition of town sites. Within ninety days after the selection of the lands so ceded, there shall be deposited in the Treasury of the United States, to the credit of the two tribes, from the unappropriated public moneys of the United States, twenty dollars per acre for each acre so selected, which shall be in full compensation for the lands so ceded, and such moneys shall, upon the dissolution of the tribal governments, be divided per capita among the members of the tribes, freedmen excepted, as are other funds of the tribes. All improvements upon the lands so selected which were lawfully there at the time of the ratification of this agreement by Congress shall be appraised, under the direction of the Secretary of the Interior, at the true value thereof at the time of the selection of said lands, and shall be paid for by warrants drawn by the Secretary of the Interior upon the Treasurer of the United States. Until otherwise provided by law, the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands so ceded. No person shall occupy any portion of the

lands so ceded or carry on any business thereon, except as provided in said rules, and until otherwise provided by Congress the laws of the United States relating to the introduction, possession, sale, and giving away of liquors or intoxicants of any kind within the Indian country or Indian reservations shall be applicable to the lands so ceded, and said lands shall remain within the jurisdiction of the United States court for the southern district of Indian Territory: *Provided, however,* That nothing contained in this section shall be construed or held to commit the Government of the United States to any expenditure of money upon said lands or the improvements thereof, except as provided herein, it being the intention of this provision that in the future the lands and improvements herein mentioned shall be conveyed by the United States to such Territorial or State organization as may exist at the time when such conveyance is made.

MISCELLANEOUS.

65. The acceptance of patents for minors, prisoners, convicts, and incompetents by persons authorized to select their allotments for them shall be sufficient to bind such minors, prisoners, convicts, and incompetents as to the conveyance of all other lands of the tribes.

66. All patents to allotments of land, when executed, shall be recorded in the office of the Commission to the Five Civilized Tribes within said nations in books appropriate for the purpose, until such time as Congress shall make other suitable provision for record of land titles as provided in the Atoka agreement, without expense to the grantee; and such records shall have like effect as other public records.

67. The provisions of section three of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (30 Stats., 495), shall not apply to or in any manner affect the lands or other property of the Choctaws and Chickasaws or Choctaw and Chickasaw freedmen.

68. No act of Congress or treaty provision, nor any provision of the Atoka agreement, inconsistent with this agreement, shall be in force in said Choctaw and Chickasaw nations.

69. All controversies arising between members as to their right to select particular tracts of land shall be determined by the Commission to the Five Civilized Tribes.

70. Allotments may be selected and homesteads designated for minors by the father or mother, if members, or by a guardian or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable person akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

71. After the expiration of nine months after the date of the original selection of an allotment, by or for any citizen or freedmen of the Choctaw or Chickasaw tribes, as provided in this agreement, no contest shall be instituted against such selection.

72. There shall be paid to each citizen of the Chickasaw Nation, immediately after the approval of his enrollment and right to participate in distribution of tribal property, as herein provided, the sum of forty dollars. Such payment shall be made under the direction of the Secretary of the Interior, and out of the balance of the "arrears of interest" of five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents appropriated by the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," yet due to the Chickasaws and remaining to their credit in the Treasury of the United States; and so much of such moneys as may be necessary for such payment are hereby appropriated and made available for that purpose, and the balance, if any there be, shall remain in the Treasury of the United States, and be distributed per capita with the other funds of the tribes. And all acts of Congress or other treaty provisions in conflict with this provision are hereby repealed.

73. This agreement shall be binding upon the United States and upon the Choctaw and Chickasaw nations and all Choctaws and Chickasaws, when ratified by Congress and by a majority of the whole number of votes cast by the legal voters of the Choctaw and Chickasaw tribes in the manner following: The principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall, within one hundred and twenty days after the ratification of this agreement by Congress, make public proclamation that the same shall be voted upon at any special election to be held for that purpose within thirty days thereafter, on a certain day therein named; and all male citizens of each of the said tribes qualified to vote under the tribal laws shall have a right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not. And if this agreement

be ratified by said tribes as aforesaid, the date upon which said election is held shall be deemed to be the date of final ratification.

74. The votes cast in both the Choctaw and Chickasaw nations shall be forthwith returned and duly certified by the precinct officers to the national secretaries of said tribes, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and the national secretary of the Choctaw Nation and the governor and national secretary of the Chickasaw Nation and two members of the Commission to the Five Civilized Tribes; and said board shall meet without delay at Atoka, Indian Territory, and canvass and count said votes, and make proclamation of the result.

In witness whereof the said commissioners do hereby affix their names at Washington, District of Columbia, this twenty-first day of March, 1902.

Approved, July 1, 1902.

[PUBLIC—No. 241.]

AN ACT to provide for the allotment of the lands of the Cherokee Nation, for the disposition of town sites therein, and for other purposes.^a

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

DEFINITION OF WORDS EMPLOYED HEREIN.

SECTION 1. The words "nation" and "tribe" shall each be held to refer to the Cherokee Nation or tribe of Indians in Indian Territory.

Sec. 2. The words "principal chief" or "chief executive" shall be held to mean the principal chief of said tribe.

Sec. 3. The words "Dawes Commission" or "Commission" shall be held to mean the United States Commission to the Five Civilized Tribes.

Sec. 4. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

Sec. 5. The terms "allottable lands" or "lands allottable" shall be held to mean all the lands of the Cherokee tribe not herein reserved from allotment.

Sec. 6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Dawes Commission for the Cherokee Nation, for particular tracts of land.

Sec. 7. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Cherokee Nation, in the Indian Territory.

Sec. 8. Every word in this act importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

APPRAISEMENT OF LANDS.

Sec. 9. The lands belonging to the Cherokee tribe of Indians in Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in the determination of the value of such land consideration shall not be given to the location thereof, to any timber thereon, or to any mineral deposits contained therein, and shall be made without reference to improvements which may be located thereon.

Sec. 10. The appraisement, as herein provided, shall be made by the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior.

ALLOTMENT OF LANDS.

Sec. 11. There shall be allotted by the Commission to the Five Civilized Tribes and to each citizen of the Cherokee tribe, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements.

Sec. 12. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter of a quarter section, subdivision established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

^aThis agreement ratified by Cherokee Nation at an election held August 7, 1902.

SEC. 13. Each member of said tribe shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to forty acres of the average allottable lands of the Cherokee Nation, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. Separate certificate shall issue for said homestead. During the time said homestead is held by the allottee the same shall be nontaxable and shall not be liable for any debt contracted by the owner thereof while so held by him.

SEC. 14. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, or be alienated by the allottee or his heirs, before the expiration of five years from the date of the ratification of this act.

SEC. 15. All lands allotted to the members of said tribe, except such land as is set aside to each for a homestead as herein provided, shall be alienable in five years after issuance of patent.

SEC. 16. If for any reason an allotment should not be selected or a homestead designated by or on behalf of any member of the tribe, it shall be the duty of said Commission to make said selection and designation.

SEC. 17. In the making of allotments and in the designation of homesteads for members of said tribe, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in section twelve hereof.

SEC. 18. It shall be unlawful after ninety days after the ratification of this act by the Cherokees for any member of the Cherokee tribe to inclose or hold possession of, in any manner, by himself or through another, directly or indirectly, more lands in value than that of one hundred and ten acres of average allottable lands of the Cherokee Nation, either for himself or for his wife, or for each of his minor children, if members of said tribe; and any member of said tribe found in such possession of lands, or having the same in any manner inclosed, after the expiration of ninety days after the date of the ratification of this act shall be deemed guilty of a misdemeanor.

SEC. 19. Any person convicted of violating any of the provisions of section eighteen of this act shall be punished by a fine of not less than one hundred dollars, 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. The United States district attorney for the northern district is required to see that the provisions of said section eighteen are strictly enforced, and he shall immediately, after the expiration of the ninety days after the ratification of this act, proceed to dispossess all persons of such excessive holdings of lands and to prosecute them for so unlawfully holding the same, and the Commission to the Five Civilized Tribes shall have authority to make investigations of all violations of section eighteen and make report thereon to the United States district attorney.

SEC. 20. If any person whose name appears upon the roll prepared as herein provided shall have died subsequent to the first day of September, nineteen hundred and two, and before receiving his allotment, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and proper time, the Dawes Commission shall designate the lands thus to be allotted.

SEC. 21. Allotment certificates issued by the Dawes Commission shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent for the Union Agency shall, under the direction of the Secretary of the Interior, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

SEC. 22. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior, to determine all matters relative to the appraisement and the allotment of lands.

SEC. 23. All Delaware Indians who are members of the Cherokee Nation shall take lands and share in the funds of the tribe, as their rights may be determined by the judgment of the Court of Claims, or by the Supreme Court if appealed, in the suit instituted therein by the Delawares against the Cherokee Nation, and now pending; but if said suit be not determined before said Commission is ready to begin the allotment of lands of the tribe as herein provided, the Commission shall cause to be

segregated one hundred and fifty-seven thousand six hundred acres of land, including lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April eighth, eighteen hundred and sixty-seven, such lands so to remain, subject to disposition according to such judgment as may be rendered in said cause; and said Commission shall thereupon proceed to the allotment of the remaining lands of the tribe as aforesaid. Said Commission shall, when final judgment is rendered, allot lands to such Delawares in conformity to the terms of the judgment and their individual rights thereunder. Nothing in this act shall in any manner impair the rights of either party to said contract as the same may be finally determined by the court, or shall interfere with the holdings of the Delawares under their contract with the Cherokees of April eighth, eighteen hundred and sixty-seven, until their rights under said contract are determined by the courts in their suit now pending against the Cherokees, and said suit shall be advanced on the dockets of said courts and determined at the earliest time practicable.

RESERVATIONS.

SEC. 24. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites by the provision of the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), the provisions of the act of Congress of May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), and by the provisions of this act.

(b) All lands to which, upon the date of the ratification of this act, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses only, connected with the maintenance and operation of the railroad.

(c) All lands selected for town cemeteries not to exceed twenty acres each.

(d) One acre of land for each Cherokee schoolhouse not included in town sites or herein otherwise provided for.

(e) Four acres for Willie Halsell College at Vinita.

(f) Four acres for Baptist Mission school at Tahlequah.

(g) Four acres for Presbyterian school at Tahlequah.

(h) Four acres for Park Hill Mission school south of Tahlequah.

(i) Four acres for Elm Springs Mission school at Barren Fork.

(j) Four acres for Dwight Mission school at Sallisaw.

(k) Four acres for Skiatook Mission near Skiatook.

(l) Four acres for Lutheran Mission school on Illinois River north of Tahlequah.

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

(n) One acre for each church house outside of towns.

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

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

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

(r) Forty acres for the Cherokee Male Seminary near Tahlequah.

(s) Forty acres for the Cherokee Female Seminary at Tahlequah.

(t) One hundred and twenty acres for the Cherokee Orphan Asylum on Grand River.

(u) Forty acres for colored high school in Tahlequah district.

(v) Forty acres for the Cherokee Insane Asylum.

(w) Four acres for the school for blind, deaf, and dumb children near Fort Gibson.

The acre so reserved for any church or schoolhouse in any quarter section of land shall be located where practicable in a corner of such quarter section adjacent to the section lines thereof.

Provided, That the Methodist Episcopal Church South may, within twelve months after the ratification of this act, pay ten dollars per acre for the one hundred and sixty acres of land adjacent to the town of Vinita, and heretofore set apart by act of the Cherokee national council for the use of said church for missionary and educational purposes, and now occupied by Willie Halsell College (formerly Galloway College), and shall thereupon receive title thereto; but if said church fail so to do it may continue to occupy said one hundred and sixty acres of land as long as it uses same for the purposes aforesaid.

Any other school or college in the Cherokee Nation which claims to be entitled under the law to a greater number of acres than is set apart for said school or college by section twenty-four of this act may have the number of acres to which it is entitled by law. The trustees of such school or college shall, within sixty days after the rati-

fication of this act, make application to the Secretary of the Interior for the number of acres to which such school or college claims to be entitled, and if the Secretary of the Interior shall find that such school or college is, under the laws and treaties of the Cherokee Nation in force prior to the ratification of this act, entitled to a greater number of acres of land than is provided for in this act, he shall so determine and his decision shall be final. The amount so found by the Secretary of the Interior shall be set apart for the use of such college or school as long as the same may be used for missionary and educational purposes: *Provided*, That the trustees of such school or college shall pay ten dollars per acre for the number of acres so found by the Secretary of the Interior and which have been heretofore set apart by act of the Cherokee national council for use of such school or college for missionary or educational purposes, and upon the payment of such sum within sixty days after the decision of the Secretary of the Interior said college or school may receive a title to such land.

ROLL OF CITIZENSHIP.

SEC. 25. The roll of citizens of the Cherokee Nation shall be made as of September first, nineteen hundred and two, and the names of all persons then living and entitled to enrollment on that date shall be placed on said roll by the Commission to the Five Civilized Tribes.

SEC. 26. The names of all persons living on the first day of September, nineteen hundred and two, entitled to be enrolled as provided in section twenty-five hereof, shall be placed upon the roll made by said Commission, and no child born thereafter to a citizen, and no 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 or to participate in the distribution of the tribal property of the Cherokee Nation.

SEC. 27. Such rolls shall in all other respects be made in strict compliance with the provisions of section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), and the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one).

SEC. 28. No person whose name appears upon the roll made by the Dawes Commission as a citizen or freedman of any other tribe shall be enrolled as a citizen of the Cherokee Nation.

SEC. 29. For the purpose of expediting the enrollment of the Cherokee citizens and the allotment of lands as herein provided, the said Commission shall, from time to time, and as soon as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final roll of citizens of the Cherokee tribe upon which allotment of land and distribution of other tribal property shall be made. When there shall have been submitted to and approved by the Secretary of the Interior lists embracing the names of all those lawfully entitled to enrollment, the roll shall be deemed complete. The roll so prepared shall be made in quadruplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Cherokee Nation, and one to remain with the Commission to the Five Civilized Tribes.

SEC. 30. During the months of September and October, in the year nineteen hundred and two, the Commission to the Five Civilized Tribes may receive applications for enrollment of such infant children as may have been born to recognized and enrolled citizens of the Cherokee Nation on or before the first day of September, nineteen hundred and two, but the application of no person whomsoever for enrollment shall be received after the thirty-first day of October, nineteen hundred and two.

SEC. 31. No person whose name does not appear upon the roll prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Cherokee tribe, and those whose names appear thereon shall participate in the manner set forth in this act: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person, whose name is on said roll and who died prior to the first day of September, nineteen hundred and two. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before said date, and any person or persons who may conceal the death of anyone on said roll as aforesaid for the purpose of profiting by said concealment, and who shall knowingly receive any portion of any land or other tribal property or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded

against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Cherokee Nation of the lands, other tribal property, and proceeds so obtained.

SCHOOLS.

SEC. 32. The Cherokee school fund shall be used, under the direction of the Secretary of the Interior, for the education of children of Cherokee citizens, and the Cherokee schools shall be conducted under rules prescribed by him according to Cherokee laws, subject to such modifications as he may deem necessary to make the schools most effective and to produce the best possible results; said schools to be under the supervision of a supervisor appointed by the Secretary and a school board elected by the national council.

SEC. 33. All teachers shall be examined by said supervisor, and said school board and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed; but where all qualifications are equal, preference shall be given to citizens of the Cherokee Nation in such employment.

SEC. 34. All moneys for carrying on the schools shall be appropriated by the Cherokee national council, not to exceed the amount of the Cherokee school fund; but if the council fail or refuse to make the necessary appropriations, the Secretary of the Interior may direct the use of a sufficient amount of the school fund to pay all necessary expenses for the efficient conduct of the schools, strict account therefor to be rendered to him and the principal chief.

SEC. 35. All accounts for expenditures in carrying on the schools shall be examined and approved by said supervisor, and also by the general superintendent of Indian schools in the Indian Territory, before payment thereof is made.

SEC. 36. The interest arising from the Cherokee orphan fund shall be used, under the direction of the Secretary of the Interior, for maintaining the Cherokee Orphan Asylum for the benefit of the Cherokee orphan children.

ROADS.

SEC. 37. Public highways or roads two rods in width, being one rod on each side of the section line, may be established along all section lines without any consideration being paid therefor, and all allottees, purchasers, and others shall take notice of such lands subject to this provision; and public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues and until the Cherokee Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid for in the same manner as damages to buildings or other improvements.

TOWN SITES.

SEC. 38. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Dawes Commission under the provisions of an act of Congress approved May thirty-first, nineteen hundred (Thirty-first September two hundred and twenty-one), shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

SEC. 39. Whenever any tract of land shall be set aside by the Secretary of the Interior for town-site purposes, as provided in said act of May thirty-first, nineteen hundred, or by the terms of this act, which is occupied at the time of its reservation by any member of the Cherokee Nation, such occupant shall be allowed to purchase any lot upon which he then has improvements other than fences, sheds, and temporary improvements, in accordance with the provisions of the act of May twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statute, section one hundred and ninety-five), or, if he so elects, the lot will be sold under such regulations to be prescribed by the Secretary of the Interior, and he shall be compensated for his improvements thereon out of the funds of the tribe. At the time of the sale of the town sites, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe, and one by the occupant. The said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriation for the purpose of laying out, platting, and selling town sites.

SEC. 40. All town sites which may hereafter be set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), with the additional acreage added thereto, as well as all town sites set aside under the provisions of this act having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in like manner, and with like preference rights accorded to owners of improvements as other town sites in the Cherokee Nation are surveyed, laid out, platted, appraised, and disposed of under the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), as modified or supplemented by the act of May thirty-first, nineteen hundred: *Provided*, That as to the town sites set aside as aforesaid, the owner of the improvements shall be required to pay the full appraised value of the lot instead of the percentage named in said act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five).

SEC. 41. Any person being in possession or having the right to the possession of any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and owning improvements thereon, other than temporary buildings, fencing, or tillage, shall have the right to purchase the same at one-fourth of the appraised value thereof.

SEC. 42. Any person being in possession of, or having the right to the possession of, any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress, approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and not having any improvements thereon, shall have the right to purchase the same at one-half of the appraised value thereof.

SEC. 43. Any citizen in rightful possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase same by paying one-half the appraised value thereof: *Provided*, That any other person in possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase such lot by paying the full appraised value thereof.

SEC. 44. All lots not having thereon improvements other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after appraisement, under the direction of the Secretary of the Interior, after due advertisement, at public auction, to the highest bidder, at not less than their appraised value.

SEC. 45. When the appraisement of any town lot is made and approved, the town-site act shall notify the claimant thereof of the amount of appraisement, and within sixty days thereafter, make payment of ten per centum of the appraised value for the lot, and four months thereafter he shall pay fifteen per centum of the appraised value and the remainder of the purchase money he shall pay in three equal installments without interest; but if the claimant of any such lot fail to purchase the same, he shall make the first and second payments aforesaid or make any other payment within the time specified, the lot and improvements shall be sold at public auction to the highest bidder, under the direction of the Secretary of the Interior, at not less than its appraised value.

SEC. 46. When any improved lot shall be sold at public auction because of the failure of the person owning improvements thereon to purchase same within the time specified in said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), said lot and improvements shall be appraised by a committee, one member of which shall be appointed by the owner of the improvements and one member by the purchaser of the lot. In case the said committee is not able to agree upon the value of said lot and improvements, the committee may select a third member, and in that event the value of the same shall be determined by the majority of the committee shall control. Said committee shall be paid such compensation for their services by the two parties as may be agreed upon, and the amount of said compensation shall be paid by the purchaser of the lot to the owner of the improvements within thirty days after the decision of the committee of appraisement. SEC. 47. The purchaser of any unimproved town lot sold at public auction shall pay to the owner of the lot one per centum of the purchase money at the time of the sale, and

within four months thereafter he shall pay twenty-five per centum additional, and the remainder of the purchase money he shall pay in two equal annual installments without interest.

Sec. 48. Such towns in the Cherokee Nation as may have a population of less than two hundred people not otherwise provided for, and which, in the judgment of the Secretary of the Interior, should be set aside as town sites, shall have their limits defined as soon as practicable after the approval of this act in the same manner as provided for other town sites.

Sec. 49. The town authorities of any town site in said Cherokee Nation may select and locate, subject to the approval of the Secretary of the Interior, a cemetery within suitable distance from said town, to embrace such number of acres as may be deemed necessary for such purpose. The town-site commission shall appraise the same at its true value, and the town may purchase the same within one year from the approval of the survey by paying the appraised value. If any citizen have improvements thereon, said improvements shall be appraised by said town-site commission and paid for by the town: *Provided*, That lands already laid out by tribal authorities for cemeteries shall be included in the cemeteries herein provided for without cost to the towns, and the holdings of the burial lots therein now occupied for such purpose shall in no wise be disturbed: *And provided further*, That any park laid out and surveyed in any town shall be duly appraised at a fair valuation, and the inhabitants of said town shall, within one year after the approval of the survey and the appraisal of said park by the Secretary of the Interior, pay the appraised value to the proper officer for the benefit of the tribe.

Sec. 50. The United States shall pay all expenses incident to surveying, platting, and disposition of town lots, and all allotments of lands made under the provisions of this plan of allotment, except where the town authorities may have been or may be duly authorized to survey and plat their respective towns at the expense of such towns.

Sec. 51. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided.

Sec. 52. If the purchaser of any town lot fail to make payment of any sum when due, the same shall thereafter bear six per centum interest per annum until paid.

Sec. 53. All lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisal, shall be conveyed gratuitously to the churches to which such improvements belong, and if such churches have inclosed other adjoining lots actually necessary for their use, they may purchase the same by paying the appraised value thereof.

Sec. 54. Whenever the chief executive of the Cherokee Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioners appointed by the chief executive to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

Sec. 55. The purchaser of any town lot may at any time pay the full amount of the purchase money, and he shall thereupon receive title therefor.

Sec. 56. Any person may bid for and purchase any lot sold at public auction as herein provided.

Sec. 57. The United States may purchase in any town in the Cherokee Nation suitable lands for court-houses, jails, or other necessary public purposes for its use by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such lands are needed, and if any person have improvements thereon the same shall be appraised in like manner as other town property, and shall be paid for by the United States.

TITLES.

Sec. 58. The Secretary of the Interior shall furnish the principal chief with blank patents necessary for all conveyances herein provided for, and when any citizen receives his allotment of land, or when any allotment has been so ascertained and fixed that title should under the provisions of this act be conveyed, the principal chief shall thereupon proceed to execute and deliver to him a patent conveying all the right, title, and interest of the Cherokee Nation, and of all other citizens, in and to the lands embraced in his allotment certificate.

Sec. 59. All conveyances shall be approved by the Secretary of the Interior, which shall serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his patent.

Sec. 60. Any allottee accepting such patent shall be deemed to assent to the allotment and conveyance of all lands of the tribe as provided in this act, and to relinquish all his right, title, and interest to the same, except in the proceeds of lands reserved from allotment.

Sec. 61. The acceptance of patents for minors and incompetents by persons authorized to select their allotments for them shall be deemed sufficient to bind such minors and incompetents as to the conveyance of all other lands of the tribe.

Sec. 62. All patents, when so executed and approved, shall be filed in the office of the Dawes Commission, and recorded in a book provided for the purpose, until such time as Congress shall make other suitable provision for record of land titles, without expense to the grantee, and such records shall have like effect as other public records.

MISCELLANEOUS.

Sec. 63. The tribal government of the Cherokee Nation shall not continue longer than March fourth, nineteen hundred and six.

Sec. 64. The collection of all revenues of whatsoever character belonging to the tribe shall be made by an officer appointed by the Secretary of the Interior, under rules and regulations to be prescribed by the said Secretary.

Sec. 65. All things necessary to carry into effect the provisions of this act, not otherwise herein specifically provided for, shall be done under the authority and direction of the Secretary of the Interior.

Sec. 66. All funds of the tribe, and all moneys accruing under the provisions of this act, shall be paid out under the direction of the Secretary of the Interior, and when required for per capita payments shall be paid directly to each individual by an appointed officer of the United States, under the direction of the Secretary of the Interior.

Sec. 67. The Secretary of the Interior shall cause to be paid all just indebtedness of said tribe existing at the date of the ratification of this act which may have lawfully been contracted, and warrants therefor regularly issued upon the several funds of the tribe, as also warrants drawn by authority of law hereafter and prior to the dissolution of the tribal government, such payments to be made from any funds in the United States Treasury belonging to said tribe, and all such indebtedness of the tribe shall be paid in full before any pro rata distribution of the funds of the tribe shall be made. The Secretary of the Interior shall make such payments at the earliest time practicable, and he shall make all needed rules and regulations to carry this provision into effect.

Sec. 68. Jurisdiction is hereby conferred upon the Court of Claims to examine, consider, and adjudicate, with a right of appeal to the Supreme Court of the United States by any party in interest feeling aggrieved at the decision of the Court of Claims, any claim which the Cherokee tribe, or any band thereof, arising under treaty stipulations, may have against the United States, upon which suit shall be instituted within two years after the approval of this act; and also to examine, consider, and adjudicate any claim which the United States may have against said tribe, or any band thereof. The institution, prosecution, or defense, as the case may be, on the part of the tribe or any band, of any such suit, shall be through attorneys employed and to be compensated in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes of the United States, the tribe acting through its principal chief in the employment of such attorneys, and the band acting through a committee recognized by the Secretary of the Interior. The Court of Claims shall have full authority, by proper orders and process, to make parties to any such suit all persons whose presence in the litigation it may deem necessary or proper to the final determination of the matter in controversy, and any such suit shall, on motion of either party, be advanced on the docket of either of said courts and be determined at the earliest practicable time.

Sec. 69. After the expiration of nine months after the date of the original selection of an allotment by or for any citizen of the Cherokee tribe as provided in this act, no contest shall be instituted against such selection, and as early thereafter as practicable patent shall issue therefor.

Sec. 70. Allotments may be selected and homesteads designated for minors by the father or mother, if citizens, or by a guardian, or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons, and soldiers and sailors of the United States on duty outside of the Indian Territory, by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable persons akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

SEC. 71. Any allottee taking as his allotment lands located around the Cherokee National Male Seminary, the Cherokee National Female Seminary, or Cherokee Orphan Asylum which have not been reserved from allotment as herein provided, and upon which buildings, fences, or other property of the Cherokee Nation are located, such buildings, fences, or other property shall be appraised at the true value thereof and be paid for by the allottee taking such lands as his allotment, and the money to be paid into the Treasury of the United States to the credit of the Cherokee Nation.

SEC. 72. Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes, and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

SEC. 73. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, 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 lands or other property of said tribe, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation except sections fourteen and twenty-seven of said last-mentioned act, which shall continue in force as if this agreement had not been made.

SEC. 74. This act shall not take effect or be of any validity until ratified by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation in the manner following:

SEC. 75. The principal chief shall, within ten days after the passage of this act by Congress, make public proclamation that the same shall be voted upon at a special election to be held for that purpose within thirty days thereafter, on a certain date therein named, and he shall appoint such officers and make such other provisions as may be necessary for holding such election. The votes cast at such election shall be forthwith duly certified as required by Cherokee law, and the votes shall be counted by the Cherokee national council, if then in session, and if not in session the principal chief shall convene an extraordinary session for the purpose, in the presence of a member of the Commission to the Five Civilized Tribes, and said member and the principal chief shall jointly make certificate thereof and proclamation of the result and transmit the same to the President of the United States.

Approved, July 1, 1902.

[Appropriation act of March 3, 1903.]

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 said Commission shall exercise all the powers heretofore conferred upon it by Congress.

Expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by the Interior Department while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters (act of March third, nineteen hundred and one, volume thirty-one, page one thousand and seventy-four, section one), two hundred thousand eight hundred and fifteen dollars; contingent expenses of the Commission (same act), two thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; in all, two hundred and twenty-two thousand eight hundred and fifteen dollars: *And provided further*, That not to exceed ten thousand eight hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of four clerks, at the rate of one thousand six hundred dollars per annum; one clerk, at the rate of one thousand four hundred dollars, and who shall be competent to examine records in disputed citizenship cases and law contests growing out of the

work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum.

* * * * *

For personal and traveling expenses of the three judges of the Choctaw and Chickasaw citizenship court, five thousand dollars, or so much thereof as may be necessary; for one stenographer to each of said judges, to be appointed by them, respectively, at one hundred dollars per month each, three thousand six hundred dollars; for traveling expenses and subsistence of said stenographers, the reporter, and the bailiff of said court, not to exceed three dollars per day each, one thousand five hundred dollars, or so much thereof as may be necessary; in all, ten thousand one hundred dollars, to be immediately available.

The Supreme Court of the United States may transfer to the Choctaw and Chickasaw citizenship court the papers in the cases of Choctaw and Chickasaw citizenship appealed from the United States courts in the Indian Territory to the Supreme Court during the year eighteen hundred and ninety-eight.

That all causes transferred under section thirty-one of the act of Congress of July first, nineteen hundred and two, entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes," to the citizenship court for the Choctaw and Chickasaw nations provided in said act shall be tried and determined under the provisions of section thirty-two of said act and disposed of the same as if appealed to such court under the provisions of section thirty-two of the said act: *Provided*, That upon the final determination of cases within the jurisdiction of said citizenship court said court may fix reasonable compensation to the attorneys employed by contract dated January seventeenth, nineteen hundred and one, with the Choctaw and Chickasaw nations, and such determinations shall be made irrespective of the rate fixed in said contract between said attorneys and said nations, or either of them, unless the same shall have received the approval of the Secretary of the Interior. And upon the final determination of said cases by said citizenship court the Treasurer of the United States is hereby directed to pay to said attorneys on the warrant or warrants drawn by the Secretary of the Interior the amount of such compensation out of any funds in the Treasury belonging to said nations. And the existence of the Choctaw and Chickasaw citizenship court is hereby extended until December thirty-first, nineteen hundred and four.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, twenty-five thousand dollars: *Provided*, That the money hereby appropriated shall be applied only to the expenses incident to the survey, platting, and appraisement of town sites heretofore set aside and reserved from allotment: *And provided further*, That nothing herein contained shall prevent the survey and platting, at their own expense, of town sites by private parties where stations are located along the lines of railroads, nor the unrestricted alienation of lands for such purposes, when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior. That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw nations fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created.

* * * * *

That the sum of twenty thousand dollars, or so much thereof as is necessary, is hereby appropriated; to be immediately available, for the purpose of aiding indigent and identified full-blood Mississippi Choctaws to remove to the Indian Territory, to be expended at the discretion and under the direction of the Secretary of the Interior.

* * * * *

SEC. 8. That the tribal government of the Seminole Nation shall not continue longer than March fourth, nineteen hundred and six: *Provided*, That the Secretary of the Interior shall at the proper time furnish the principal chief with blank deeds necessary for all conveyances mentioned in the agreement with the Seminole Nation contained in the act of July first, eighteen hundred and ninety-eight (Thirtieth Statutes, page five hundred and sixty-seven), and said principal chief shall execute and deliver said deeds to the Indian allottees as required by said act, and the deeds for allotment, when duly executed and approved, shall be recorded in the office of the Dawes Com-

mission prior to delivery and without expense to the allottee until further legislation by Congress, and such records shall have like effect as other public records: *Provided further*, That the homestead referred to in said act shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the deed for the allotment. A separate deed shall be issued for said homestead, and during the time the same is held by the allottee it shall not be liable for any debt contracted by the owner thereof.

APPENDIX NO. 2.

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. That 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, I. 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.

APPENDIX NO. 3.

[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 \$295,750 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 have 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. 4.

ACTING CHAIRMAN OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

SIR: The act of Congress approved June 28, 1898 (30 Stat. L., 495), in prescribing the duties of your Commission in the matter of making rolls of citizenship of the several tribes, among other things said:

It shall make a roll of Cherokee freedmen, in strict compliance with the decree of the Court of Claims rendered the 3d day of February, 1896.

This direction is plain and explicit. The decree referred to was rendered in the case of Whitmire, trustee, *v.* Cherokee Nation et al. Some question has arisen as to what constitutes a strict compliance with the terms of that decree.

The Cherokee national council, by acts of April 26, 1886, November 25, 1890, and May 3, 1894, had restricted the distribution of funds derived from the public domain of the nation and from sales of lands to the United States to citizens of the nation by blood, excluding the freedmen from any share therein, and the Court of Claims was authorized to determine as to the right of the freedmen to share in the distribution of such funds. The court rendered a decree in 1895 (30 C. Cls., 180), finding that the freedmen were entitled 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 was further decreed that the roll of such freedmen known as the "Wallace roll" should be taken as showing the true number of such freedmen, and the Secretary of the Interior was directed as follows:

To cause the Wallace roll aforesaid to be further corrected by adding thereto descendants born since March 3, 1883, and prior to May 3, 1894, striking therefrom the names of those who have died or have ceased to be citizens of the Cherokee Nation between the aforesaid dates, so that when thus amended and changed it shall represent the number of freedmen, free colored persons, and their descendants aforesaid entitled to participation in the distribution of the fund now awarded to the complainant.

This decree was not satisfactory to either party, the adoption of the Wallace roll being especially objected to by the Cherokee Nation. In order, however, to avoid an appeal and further litigation, the parties agreed to certain modifications, and the court approving that course, the decree of February 3, 1896, was entered as the final decree in the case.

The finding of the court as to the rights of the complainants is as follows:

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.

Upon this and the other findings the acts of the Cherokee national council excluding the "aforesaid freedmen and free colored persons and their descendants" from participation in the distribution of the national funds were declared void and the Cherokee Nation and the United States, as trustee of the Cherokee Nation, were enjoined and prohibited in thereafter making distributions of the proceeds of the public domain or common property of the nation "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 was declared that "the freedmen and their descendants and free colored persons" should include only such persons of said classes as had not forfeited or abjured their citizenship of said Cherokee Nation at the date of said decree.

The most important part of said decree for the purpose of the present inquiry is found in a paragraph prescribing the method of ascertaining and determining who are the individual freedmen of the Cherokee Nation, which paragraph is as follows:

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.

A roll was made under this decree, known as the "Clifton roll," which was approved by this Department in 1897. It has been claimed that said roll contains many names not properly belonging there, but whether this fact influenced Congress to disregard that roll and direct that a new one be made in strict compliance with said decree is immaterial, for the fact remains that the decree alone is to be taken as a guide for making the roll which your Commission is to prepare.

The roll of 1880, made by the Cherokee Nation, is to be accepted by you as conclusive of the right of all persons whose names are found thereon and of their descendants to be enrolled by you. Your only duty in relation thereto is to ascertain who of the persons named therein are alive and who of their descendants are alive and place their names on your roll, omitting, however, all who have forfeited or abjured their citizenship.

In the former decree the Wallace roll, after being corrected by adding the names of descendants and striking off the names of those who had died or ceased to be citizens, was to be taken as the correct roll of all freedmen, free colored persons, and their descendants entitled to citizenship. The same explicit direction was not given in the modified decree as to the roll of 1880. By the former decree the Secretary of the Interior was authorized to appoint a commissioner to ascertain and report the facts necessary for the correction of the Wallace roll, but in the modified decree he was, for the purpose of ascertaining and determining who are the individual freedmen, authorized to appoint three commissioners "to proceed to the Cherokee country and hear 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." This commission was not restricted to ascertaining the facts necessary to complete and bring up to date the roll of 1880, but in addition to that duty were also to hear testimony both for and against the identity of all freedmen, free colored persons, and their descendants claiming citizenship in the Cherokee Nation, but no evidence was to be accepted tending to disprove the citizenship of any person whose name appears upon the roll of 1880. Evidently something more than the completion and correction of the roll of 1880 was intended. It was intended that a full and complete roll should be made that should include the names of all freedmen, free colored persons, and their descendants entitled to be recognized as citizens of the Cherokee Nation. It is your duty now to make such a roll, which shall include the names of all 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."

The instructions of November 23, 1899, upon this subject are hereby revoked.

Very respectfully,

E. A. HITCHCOCK, *Secretary.*

APPENDIX NO. 5.^a

In the United States court for the northern district of the Indian Territory, sitting at Muskogee.

T. M. BUFFINGTON, L. B. BELL, W. W. HASTINGS, JAMES S. DAVENPORT, recognized as bona fide citizens of the Cherokee Nation, who sue on behalf of themselves, and all other recognized citizens of the Cherokee Nation, plaintiffs,

vs.

HENRY L. DAWES, TAMS BIXBY, THOMAS B. NEEDLES, CLIFTON C. BRECKINRIDGE, members of the United States Commission to the Five Civilized Tribes, defendants.

No. 4424.

COMPLAINT IN EQUITY.

OPINION OF THE COURT.

This action is brought for the purpose of restraining the Dawes Commission and its members from receiving, considering, and making a record of applications of certain persons claiming to be entitled to enrollment as Cherokee freedmen, and alleging that said Commission is proceeding in violation of law to receive, consider, and make a record of the applications of persons not contemplated by the decree of the Court of Claims known as the "Whitmire decree," made and entered by the Court of Claims on the 3d day of February, 1896. The plaintiffs allege that as to certain persons named therein that such persons are not citizens of the Cherokee Nation, nor entitled to be enrolled as such, nor entitled to share in any way the allotment of the lands of the Cherokee Nation, and that such Commission, contrary to said decree and contrary to law and without being governed by the roll known as the "Wallace roll of 1880," were passing upon the applications of persons in no wise contemplated by said decree, or appearing upon said roll originally, or as the descendants of persons upon said roll, and that said Commission were proceeding to receive, consider, and make a record of applications of persons being intermarried citizens of Cherokee freedmen, who were never, in any way, by law or otherwise, recognized as Cherokee freedmen or citizens. That the said Commission is without jurisdiction and authority to hear and determine such applications, and that such actions on the part of said Commission were and are wholly without warrant of law, and that such Commission, without warrant of law and without jurisdiction or authority, proposes to continue to receive, consider, and make a record of applications of persons not on said roll of 1880, and persons intermarried with Cherokee freedmen, and that great and irreparable injury will thereby result to the complainants and to all members of the Cherokee tribe of Indians in this, that such unauthorized persons would be permitted to share equally with the citizens of said nation in the allotment of the lands of said nation, and in the distribution of the moneys and other property of the said nation, and that the orators are wholly without remedy at law, and that a great wrong and irreparable injury will result to the orators and to all members of the Cherokee tribe of Indians in the diminution of the prospective allotment of lands and of the respective shares of the moneys and other property of such tribe of Indians, and praying that an injunction be granted restraining and enjoining said Commission in the matter of hearing and determining applications made by persons, except in strict compliance with the said decree of the Court of Claims of the United States, and for a provisional injunction restraining and enjoining such acts of said Commission, and other and further relief, and praying further that the names of free colored persons not entitled to citizenship in the Cherokee Nation, which have been enrolled by respondents as such citizens be stricken from the rolls of citizenship of said nation.

In this complaint the respondents have appeared and first move to strike the Cherokee Nation as a party plaintiff; and such motion is by the court allowed and

sustained, and the Cherokee Nation is ordered stricken from this action as an original party plaintiff; to which action of the court said nation and the plaintiffs except.

And thereupon the defendants file their motion to require the plaintiffs to separately number and state the causes of action in said complaint, which motion of the defendants is disallowed and refused and overruled; to which action of the court the defendants except.

And thereupon comes on to be heard the demurrer of defendant in the action, in that, to wit, the said defendants are not the real parties in interest, and that the said real parties in interest are the Cherokee freedmen referred to in said complaint, which demurrer is overruled by the court for the reason that if these individuals claiming rights of citizenship in the Cherokee Nation have special interests likely to be interfered with in this action, and desire to intervene and appear specially to protect their supposed rights, that they would make application to the court therefor, it appearing from the complaint that they are a very numerous body, and the complaint in no wise directly attacks their interests; and it is unnecessary for the purpose of this action to determine their rights, as the determination of such matter is by statute vested in the Secretary of the Interior; to which ruling of the court the defendants excepted.

And said cause being at the same time submitted to said court on a further and different demurrer to the complaint upon the part of the defendants, is argued by counsel and considered by the court, and as to the first ground said demurrer is overruled, the court being of the opinion that the plaintiffs, as citizens of the tribe, have such special and personal interest in the subject-matter of the action as to have full legal capacity to sue and restrain illegal actions on the part of said Dawes Commission.

The second ground of demurrer is, that this court has no jurisdiction of the subject-matter set forth in said complaint. The allegations of the complaint show that the Dawes Commission is charged to be a statutory body, having certain statutory duties imposed upon it, and further alleges that said Commission, in violation of law, is proceeding to do certain things which affect each individual member of the Cherokee Nation by lessening the interest of each individual member of the nation in the property of the nation, real and personal. It is certainly true that this court is without jurisdiction to enjoin any of the Executive Departments of the United States where said departments have reposed in them certain duties to perform, and except where the said Dawes Commission or the persons composing it are acting in direct violation of the statutory duties and transcending the powers conferred upon it and them by statute, this court would have no jurisdiction whatever to interfere with the act or acts of such Commission or its members. But, if the members of said Commission are proceeding in violation of law and the statutory duties imposed, and in the manner alleged in the complaint, or without authority of law and contrary to law, to "receive, consider, and make record of applications of persons for enrollment as members of any tribe in the Indian Territory who have not been recognized citizens thereof and duly and lawfully enrolled or admitted as such," then such act or acts are so diametrically in opposition to the act of May 31, 1900, that this court has jurisdiction to restrain said Commission and its members from such violation of law; and the allegations of the complaint state in plain, unvarnished terms that said Commission is now proceeding to make a roll of the citizens of the Cherokee Nation for the purpose of ascertaining who are entitled to share in the allotment of the lands of said nation, and that in proceeding to make such roll they are receiving, considering, and making a record of intermarried freedmen and other persons who do not appear upon any roll of citizens of said nation, or upon the authenticated roll of 1880, or in compliance with the decree of the Court of Claims and the act of May 31, 1900.

That on the 31st day of May, 1900, Congress passed an act making an appropriation for the Indian Department, which contained the following provision:

That said Commission shall continue to exercise all authority heretofore conferred on it by law. But it shall not receive, consider, or make any record of any application of any person for enrollment as a member of any tribe in Indian Territory who has not been a recognized citizen thereof, and duly and lawfully enrolled or admitted as such, and its refusal of such applications shall be final when approved by the Secretary of the Interior.

It seems from a study of the foregoing statute that the Dawes Commission and its members can only make a record of such citizens of the Cherokee Nation and such Cherokee freedmen as have been at some time on one of the rolls of the Cherokee Nation, approved by the Secretary of the Interior, together with their descendants, or such as are recognized citizens, and if an applicant does not appear upon some such roll, which is the matter to be considered and determined by said Commission, then such applicant is to be refused place upon such record, and the refusal becomes final by action of the Secretary of the Interior.

The demurrer of the defendants, for the purpose of this decision, admits the allegations charged in the complaint. Whether these allegations be true or not the court is unable to say, but if they be true, then said Commission is proceeding to act in plain violation of the law, and said complaint states facts sufficient to constitute a cause of action, and this court has jurisdiction to restrain the alleged illegal acts of said Dawes Commission and its members, and to require it and them to come in and make answer and show to the court the truth as to whether or not they are proceeding in accordance with the prescriptions of the law; and the court is of the opinion that said demurrer of the defendants should be overruled, and that a temporary restraining order should issue to said Dawes Commission and its members, restraining it and them from proceeding otherwise than as the law directs in the reception, consideration, and making a record of the applications of persons for enrollment of the Cherokee tribe of Indians who have not been recognized as citizens of said nation and duly and lawfully enrolled or admitted as such; to which ruling of the court the defendants excepted.

And said cause on said day coming on for hearing on the petition of the Cherokee Nation to be made a party herein, and the court being of the opinion that the interests and rights of the Cherokee Nation itself are involved in the final determination of this action, does order and require that the said nation shall intervene as a party in this action, and that summons issue against said nation as required by law to that end, to which ruling and order of the court the defendants except.

(Endorsed:) 4424. Filed in open-court Oct. 26, 1901. Chas. A. Davidson, clerk, P. M. Ford, dep'y.

APPENDIX NO. 6.

DECISIONS RENDERED BY THE DEPARTMENT OF THE INTERIOR IN ALLOTMENT CONTEST CASES BETWEEN MEMBERS OF THE FIVE CIVILIZED TRIBES IN INDIAN TERRITORY DURING THE FISCAL YEAR ENDED JUNE 30, 1903.

CREEK No. 268.

LESTER v. SMITH.

(On review.)

POSSESSION.—It appearing, upon a reexamination of the record, that contestant and his family personally improved and occupied a portion of the land in controversy prior to and at the time of contestee's filing, the portion so improved and occupied was awarded to him. As to the remainder of the tract in controversy, the Department adhered to its former decision, awarding the same to the contestee, the testimony being too uncertain, vague, and contradictory to warrant a finding that contestant was in possession of the same at the time of contestee's filing.

Secretary Hitchcock to the Commissioner of Indian Affairs. (July 8, 1902, I. T. D., 4024-1902.)

June 30, 1902, you transmitted the record in the Creek land contest of Zamon Lester against Louvina Smith in the matter of a motion for review of the decision of the Department rendered on May 16, 1902, and a rehearing of the case.

The record shows that on February 21, 1901, contestee, Louvina Smith, selected lots 3 and 4 and the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of sec. 6, T. 15 N., R. 19 E., Indian meridian, for her allotment, and the same was set apart for her by the Commission; also, that on April 8, 1901, contestant, Zamon Lester, made application to the Dawes Commission to have the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said section set apart as his selection for allotment, but that said application was refused for the reason heretofore stated.

If the contestant is to prevail in this contest he must show that he had a right to the land in controversy superior to that of the contestee, and that such a right existed prior to February 21, 1901. To establish the superiority of his right the contestant has endeavored to show that he was in possession of the disputed tract when contestee filed thereon. He claims that he and his family personally improved and occupied that portion of the land lying east of the Missouri, Kansas and Texas Railroad, containing about 8 acres. As to that part of the tract lying west of said railway the contestant alleges a contract with one George Shannon, of whom, it is claimed, he purchased the land in question or the improvements thereon (the record is not clear as to which) shortly after the act of June 28, 1898; that the said Shannon remained in possession as his tenant after the purchase, and that by the agency so established Zamon Lester was occupying the premises at the time when Louvina Smith applied to the Commission to set aside the same as her selection for allotment.

A review of all the testimony offered at the hearing sustains Lester's first claim, as stated above, and the Department therefore finds that he and his family were in actual possession of that part of the land east of said railroad when Louvina Smith made application to the Dawes Commission on February 21, 1901.

The importance of the alleged contract with George Shannon is due to the fact that Lester depends wholly upon such arrangement or agreement to show the agency whereby he held possession of that portion of the tract in question lying west of said railroad. In short, was Lester in possession of said western portion of the land and did he hold the same through the occupancy and agency of the said Shannon? To answer this question a careful review has been made of the complete record of the case. The Department is still of the opinion that the testimony is too uncertain, vague, and contradictory to warrant an affirmative answer to the above question. The Department adheres to its former decision so far as that part of the contested land is concerned lying west of the Missouri, Kansas and Texas Railway. Said decision is modified, however, as to that part of the land in controversy east of said railroad, as herein indicated.

The Commission is accordingly directed to notify Zamon Lester that he may within thirty days of notice select as a portion of his allotment that part of the land in question lying east of the M. K. & T. Railroad, and if he elects to take same, the Commission is further directed to recall the allotment certificate of Louvina Smith relative to the contested land and cancel the same, except as to the portion of said tract which shall remain after selection has been made by Zamon Lester, as herein authorized.

CREEK No. 267.

SOOKEY v. SMITH.

(On review.)

POSSESSION.—Upon review of the complete record in the case, the Department finds that the record fails to show that contestant was in possession of the land in controversy on the date of contestee's filing. It therefore adheres to its former ruling, awarding the land to the contestee.

Acting Secretary Campbell to the Commissioner of Indian Affairs. (July 9, 1902, I. T. D., 4023—1902.)

June 30, 1902 (Land, 36766—1902), you transmitted the record in the matter of the motion for a rehearing and review of the decision of the Department of June 2, 1902, in Creek land contest of Wylie Sookee v. Louvina Smith.

The record shows that on February 21, 1901, Louvina Smith applied to the Dawes Commission to have lots 3 and 4 of sec. 6, T. 15 N., R. 19 E., Indian meridian, set apart as her selection for allotment; also that on April 8, 1901, Wylie Sookee made application to the Commission for the above-described tract as his selection for allotment.

The contestant in order to prevail in this case must show a superior right to the premises in question to that of the contestee, and that such a right existed prior to February 21, 1901. To establish the existence of such a right he has attempted to show a contract with one George Shannon, by virtue of which the latter sold the land and the improvements upon the land in question to the contestant, with the understanding that the said Shannon should remain upon the land as contestant's tenant.

Upon review of the complete record of the case the Department finds that the record fails to show the alleged contract with Shannon. As the contestant depends wholly upon such contract to establish his occupation of the premises at the time said Louvina Smith files thereon, and as he fails to establish the proof on which he relies, the Department must continue to adhere to its decision of June 2, 1902.

CREEK No. 260.

DREW v. CANARD.

BURDEN OF PROOF.—The contestant having been in the possession of the land in controversy on the date of contestee's filing his right to the land is thereby rendered superior to the claim of the contestee, unless the latter can show some valid agreement whereby he was placed in possession of the land, and this he must show if his contention is to prevail.

Acting Secretary Ryan to the Commissioner of Indian Affairs. (July 16, 1902, I. T. D., 4030—1902.)

July 1, 1902, the Acting Commissioner of Indian Affairs transmitted the record in contestee's appeal from the decision of your Office hereinbefore rendered in the Creek land contest of John Drew for his wife, Peggy Drew, v. Sam. Canard, No. 260, affirming the decision of the Commission to the Five Civilized Tribes.

The record shows that on June 27, 1899, the S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ and the N. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of sec. 28, T. 15 N., R. 16 E., Indian meridian, which contains 160 acres and includes the tract of land in controversy herein, was selected by Samuel Canard, and by the Commission set apart as his selection for allotment. It also shows that on February 1, 1901, John Drew made application to the Commission to have the S. $\frac{1}{2}$ of the S. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; the S. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$; the SW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$, and the S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 28, T. 15 N., R. 16 E., Indian meridian, containing 30 acres, and being the tract of land in controversy herein, set apart to his wife, Peggy Drew, as a part of her selection for allotment.

There is no doubt that John Drew and his wife, Peggy Drew, are now in possession of the disputed tract and have held possession of the same for about twenty-eight years, and the contestant's right to the land in question is thereby rendered superior to the claim of the contestee, unless the latter can show some valid agreement where-

by he was placed in possession of the land in question, and this he must show if his contention is to prevail.

March 24, 1902, the Commission rendered its decision that Peggy Drew, wife of the contestant, should be permitted to take as a portion of her allotment the tract of land in controversy.

May 6, 1902, your Office stated in reference thereto:

The decision of the Commission is in accordance with the law and the preponderance of evidence herein. Said decision is therefore affirmed.

It is believed that the testimony as shown by the record is wholly inadequate to establish a valid transfer of the land and improvements in question. The Department therefore sees no cause to disturb the decision as it now stands, and accordingly affirms the same.

CREEK No. 263.

FRANKLIN v. FRANKLIN.

(On motion for rehearing.)

REHEARING.—A motion for rehearing will not be granted where it appears that two of the persons who made affidavits in support of the motion were witnesses at the trial and were fully examined regarding an oral transaction, it appearing that the transaction was not reduced to writing, and that the witnesses could not possibly produce any further evidence than that which they then possessed.

EVIDENCE.—Evidence that contestant removed his improvements from the land after it had been filed on by the contestee is not sufficient to warrant a conclusion that the land belonged to the contestee.

Acting Secretary Ryan to the Commissioner of Indian Affairs (July 24, 1902, I. T. D., 2562-4197-1902).

July 7, 1902, the Acting Commissioner of Indian Affairs transmitted the record in the Creek land contest No. 263, of Dilsie Franklin, by her husband Tobe Franklin, against Stephen Franklin on a motion for a rehearing.

The record shows that on May 13, 1899, the NW. $\frac{1}{4}$ of sec. 6, T. 14 N., R. 16 E., Indian meridian, which includes the tract of land in controversy herein, was selected by Stephen Franklin, the contestee, and by the Commission set apart as his selection for allotment.

On January 31, 1901, Tobe Franklin, the contestant, made application to the Commission to have lot 4, of said section 6, containing 37.32 acres, and being the tract of land in controversy herein, set apart to his wife, Dilsie Franklin, the contestant herein, and the Commission refused to issue a certificate to her for the reason that this land had heretofore been selected by Stephen Franklin.

On February 25, 1901, the contestant filed a duly verified complaint, thereby instituting this contest relative to the tract in question. On March 15, 1901, the contestee demurred, stating that the complaint should be dismissed for the following reasons:

First. The contest was not initiated within ninety days from the date of the application for the tract of land in controversy.

Second. Because the record shows the contestee to be and has been in possession of the land in controversy since May 13, 1899.

On March 30, 1901, the Commission overruled the demurrer and the contestee filed his answer, and the cause was called for trial.

March 22, 1902, you held that the Commission erred in overruling said demurrer.

April 2, 1902, the contestant appealed the case to the Secretary of the Interior. April 30, 1902, the Department carefully reviewed the record and affirmed the decision of the Commission to the Five Civilized Tribes, namely:

That lot 4 of section 6, township 14 north, range 16 east of the Indian meridian, be awarded to Dilsie Franklin, the contestant herein, and that a certificate of selection be issued to her for said tract; that the certificate of selection heretofore issued to Stephen Franklin, the contestee, for the land in controversy be recalled and canceled, and a new certificate be issued to him in conformity with this judgment, and that the records of the Creek allotment office be made to conform in all things to this decision.

June 4, 1902, the contestee filed a motion for a new trial, addressed to the honorable Secretary of the Interior, stating the following reasons in support of said motion:

First. Because the contestee has discovered new evidence which is material to his defense and which could not have been produced at the time the cause was tried before the honorable Dawes Commission, sitting at Muskogee.

Second. Because the testimony introduced by the contestant to the effect that said contestee had not paid the contestant for the land in controversy came in the nature of a surprise and could not have been met with rebuttal testimony or testimony controverting statement set out, same being in the nature of a surprise.

Third. Because the judgment is contrary to the law and the evidence.

The evidence referred to in said motion consists of three affidavits, the first of which is signed by Solomon Franklin, father of the contestee. The affidavit attempts to show that contestee filed on the land in contest by consent of the contestant and that a contract was entered into in May, 1899, between Solomon and Tobe Franklin, whereby the latter should cultivate the said land for the years 1899 and 1900, and the use so had should constitute his payment for his improvements on the land. It further states that in the spring of 1902 the contestee (probably meaning contestant) removed said improvements from said land without the consent of contestee.

The second of these affidavits is signed by the contestee, Stephen Franklin. The matters contained in said affidavit are in substance the same as those stated in said affidavit of Solomon Franklin.

The third of these affidavits is signed by R. B. Maxville, who states therein that during the winter of 1901 and spring of 1902 Tobe Franklin removed from said land all improvements that were on the same and were claimed by him, and that there is not now any improvements on said land save and except those that have been placed on said land by the contestee, Stephen Franklin.

As to the first two affidavits referred to above, it is sufficient to say that affiants were witnesses at the contest and were fully examined as to the bargain relative to the land in question.

As the record shows that such a bargain was an oral one, it does not appear that the said witnesses could possibly produce any further evidence than that which they then possessed.

As to the third affidavit, which purports to show that the contestant removed certain improvements from said land after filing thereon, it can not be said that such evidence is sufficient to warrant the conclusion that the land belonged to the contestee. The third reason for the rehearing, namely, "That the judgment is contrary to the law and the evidence," appears without foundation in view of the complete record in the case.

The Department is therefore of the opinion that the evidence submitted does not warrant a rehearing, and it accordingly adheres to its decision of April 30, 1902.

CREEK No. 211.

GARRETT v. SANGO.

APPEAL.—The appeal, having been filed after the expiration of the time allowed by the Rules of Practice for filing appeals, will not be entertained.

Acting Secretary Ryan to the Commissioner of Indian Affairs (July 28, 1902, I. T. D., 4031-1902).

July 1, 1902 (Land 35523-1902), the Acting Commissioner transmitted "a record of appeal" from the decision of your Office of March 29, 1902, in the land contest case of Charles W. Garrett, for Alfred T. Garrett v. Morris Sango for Edward Sango, involving the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of sec. 12, T. 15 N., R. 17 E., Creek Nation, Indian Territory.

The paper called an appeal by the Acting Commissioner is "Petition for rehearing." It appears that on June 2, 1900, the Commission to the Five Civilized Tribes rejected the affidavit of contest as insufficient upon which to order a hearing; that on July 28, 1900, your Office sustained the action of the Commission, and that on August 11, 1900, the Commission notified the parties in interest of such decision; that on March 1, 1902, plaintiff filed a petition for a review of the decision of your Office, and on March 29, 1902, you held that as rule 28 of the Rules of Practice provides that motions for rehearings or review shall be filed within ten days of the notice of the decision sought to be reviewed, the motion was too late, and therefore you denied it. The plaintiff was notified of this decision April 14, 1902, and filed the present motion May 27, 1902.

Your action is sustained, and the petition will not be entertained.

CREEK No. 326.

PERRYMAN v. HAIKEY.

POSSESSION.—Contestant having failed to establish the ownership or possession of the tract of land in contest, has no valid right of action.

Acting Secretary Ryan to the Commissioner of Indian Affairs (August 1, 1902, I. T. D., 4323-1902).

The Department has considered the Creek land contest case of George R. Perryman v. Ben Haikey for Ellis Haikey, involving the NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and lot 3 of sec. 30, T.

18 N., R. 14 E., Indian meridian, on appeal from the decision of your Office of June 12, 1902, in favor of Haikey, and affirming the decision of the Commission to the Five Civilized Tribes.

It is shown that on April 27, 1899, Haikey selected the southwest quarter of said section for his son, Ellis Haikey, and the Commission set apart the tract as the selection for the allotment for said Ellis Haikey; that on July 29, 1901, Perryman, claiming the tracts first mentioned, brought the contest upon which the hearing in this case was had. He alleged that he had been in possession of the land for three years, and was then in possession; that he never had notice of Haikey's filing, and that the land was all in cultivation and the improvements were worth \$500.

Demurrer was filed by Haikey because the contest was not instituted until "after the allotment to contestee had become a confirmed allotment" under section 6 of the act of March 1, 1901 (31 Stat., 861), which provides—

All allotments made to Creek citizens by said Commission prior to the ratification of this agreement, as to which there is no contest, and which do not include public property, and are not herein otherwise affected, are confirmed.

The Commission overruled the demurrer, referring to sections 11 and 16 of the act of June 28, 1898 (30 Stat., 495), and to section 3 of the act of March 1, 1901, stating that said section 3 shows the object sought to be obtained in prior legislation, viz, the securing to every Creek citizen of the exclusive right to retain and allot the lands containing his improvements and lawfully held by him; that if the allegations of Perryman were true, the allotment to Haikey falls under the last exception mentioned in section 6 of the act of March 1, 1901, above quoted.

As shown by the findings of fact in the decision of the Commission, it appears that about thirteen years ago the tract of land in controversy contained a small field and a house owned by Perryman, who at that time conveyed his interests in said improvements to one Hogan, a citizen of the United States, who was the father of a Creek citizen and the grandfather of another Creek citizen for whom he claimed to have purchased said improvements; that the tract held by Hogan was an excessive holding; that on the date of the filing of Haikey Perryman was in possession by a filing and by actual possession of all the lands in the Creek Nation to which he was entitled for himself and the members of his family; that subsequently, on February 10, 1900, the Commission rendered its decision in the contest case of Annie Cooper, guardian of Emma Cooper, v. George R. Perryman, awarding 80 acres of the land theretofore filed upon by Perryman to Emma Cooper; that Perryman thereupon, wishing to replace the 80 acres of land thus lost, effected a purchase from said Hogan of the tract of land in controversy, together with improvements thereon, in order to complete the selection for the members of his family.

The Commission held that the filing of Haikey included no public property, was not in contest, and was not "otherwise affected" by the provisions of the act of March 1, 1901, as Perryman was not in possession of the tract involved and owned no improvements thereon, and that, therefore, the filing of Haikey was confirmed.

In the decision of your Office it was stated that Perryman claims that he purchased the improvements on the land in contest in May, 1899, and that he had no notice that Haikey intended to file on said land; that as Haikey filed on the land prior to the time that Perryman claims to have purchased the improvements, Perryman was not entitled to notice; that no great reliance can be placed on Perryman's testimony, as he swore that he purchased this property in May, 1899, while on November 23, 1899, he swore that he had no other land in his possession or under his control than that involved in the Cooper contest. Your Office decided, "without considering other questions involved in this appeal," that Perryman had failed to establish the ownership or possession of the tract of land in contest and therefore had no valid right of action.

The Department finds no reason to disturb your decision, and it is affirmed.

CREEK No. 216.

GARRETT v. WALCOTT.

APPEAL.—The appeal, having been filed after the time specified by the Rules of Practice, will not be entertained.

PRACTICE.—Rights lost by a previous contest can not be revived by the institution of a new contest.

Acting Secretary Ryan to the Commissioner of Indian Affairs (August 11, 1902, I. T. D., 4023, 4809, 4814—1902).

On June 30, 1902, the Acting Commissioner transmitted the papers in the Creek land contest case of Charles W. Garrett for his minor children, Cyril C. and Alfred

T. Garrett, *v.* Lula Walcott, involving the NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, lot 2, the SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, and the SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 12, T. 15 N., R. 15 E, Indian meridian. (See "Land, 40579—1900, and 17174—1902.")

It appears that on April 4, 1899, Walcott had set apart to her by the Commission to the Five Civilized Tribes said tracts as her preliminary allotment; that on December 23, 1899, Charles W. Garrett applied for the land for his said minor children, and, his application having been then refused, on May 21, 1900, he filed an affidavit of contest. A preliminary hearing having been had on June 1, 1900, the Commission denied the application to contest, and on June 7, 1900, the contestant appealed to your Office.

On August 25, 1900, it appears, though a copy of the decision has not been furnished, your Office rendered a decision in the matter adverse to the contestant. Personal notice of this decision was given contestant's attorney August 30, 1900, and on March 1, 1902, the plaintiff filed a motion for review, which was denied by your Office March 27, 1902, because, as provided in rule 28 of the Rules of Practice, the motion was not filed in time. Of this decision plaintiff's attorney was personally advised April 3, 1902. No appeal from this decision was filed, but on May 27, 1902, a "petition for rehearing" was filed, addressed to the Department, which is submitted as an appeal, but is unquestionably just what it purports to be.

As a motion for rehearing or appeal, it was not filed within the time specified by the Rules of Practice, and it is therefore denied. If the plaintiff has lost any rights by failure to comply with the rules, it has been his fault or that of his attorney. There is no excuse for the frequent disregard of the Rules of Practice, as in this case.

On August 6, 1902 (Land, 45891), the Acting Commissioner transmitted to the Department an *appeal* and other papers in another case by said Garrett for said minor children, versus said Walcott, involving the land above described.

It appears in this matter that on April 26, 1902, the plaintiff filed an affidavit for "contest of allotment" against Walcott, the material allegation being the same as in the previous case. On May 12, 1902, the Commission to the Five Civilized Tribes refused to order a hearing for want of jurisdiction, stating that it can regard the complaint only as an effort to revive the former contest, and that "whether the contestant shall be permitted to revive his contest in this manner is a question that must be determined by the Commissioner of Indian Affairs or by the Department."

An appeal was properly taken May 27, 1902, to your Office, and on June 28, 1902, the Acting Commissioner rendered a decision holding that your Office was without jurisdiction, as the case of the appellant had been disposed of by your Office, "to which decision the appellant failed to except, or appeal to the Department, or to file a motion for rehearing within the proper time."

Within the time allowed by the Rules of Practice, July 16, 1902, the contestant filed the appeal to the Department above mentioned. It was properly held by the Commission that the rights of the plaintiff lost by the previous contest could not be revived in the manner proposed, and your Office properly held that it was without jurisdiction to order a hearing. The Department having affirmed your decision in the first proceeding, necessarily your decision in the last must be approved, and it is hereby affirmed.

CREEK No. 491.

QUABNER *v.* GREENLEAF.

PRACTICE.—Where it seems impossible to separate the claims of parties to two or more allotment contests without considering the land involved in all the contests, the Commission to the Five Civilized Tribes is authorized, without notice to the parties, to consolidate the cases for the purpose of rendering a decision.

SAME.—The Commission to the Five Civilized Tribes has authority to ignore any stipulation or agreement made by the parties to an allotment contest regarding the disposition of the contest.

Acting Secretary Ryan to the Commissioner of Indian Affairs (August 29, 1902, I. T. D., 5263—1902).

August 23, 1902 (Land, 36112, 48279—1902), the Acting Commissioner transmitted an appeal from your decision of July 2, 1902, together with the record in the matter, relative to the Creek land contest embracing the consolidated cases of James Quabner, contestant, against Annie Greenleaf, by Sarah Greenleaf, mother and natural guardian, contestee, and Millie Hope, by Henry Hope, contestant, against Annie Greenleaf, contestee, involving the NE. $\frac{1}{4}$ of sec. 15, T. 11 N., R. 15 E., Indian meridian, containing 160 acres.

In its decision of May 12, 1902, the Commission to the Five Civilized Tribes held:

It is therefore the judgment of the Commission that the south half of the southwest quarter of the northeast quarter of section 15, township 11 north, range 15 east of the Indian meridian, being a part of the tract of land in controversy herein and containing 20 acres, be awarded to the contestant

Millie Hope, and that a certificate of selection be issued to her therefor; that the east half of the northeast quarter, the south half of the northwest quarter of the northeast quarter, and the north half of the southwest quarter of the northeast quarter of section 15, township 11 north, range 15 east of the Indian meridian, being a part of the tract of land in controversy and containing 120 acres, be awarded to the contestant James Quabner, and that a certificate of selection be issued to him therefor; that the contestee Annie Greenleaf be permitted to retain as a part of her selection for allotment the north half of the northwest quarter of the northeast quarter of section 15, township 11 north, range 15 east of the Indian meridian, being the remainder of the tract of land in controversy herein and containing 20 acres, and that the certificate of selection heretofore issued to the contestant Annie Greenleaf for the tract of land in controversy be recalled and canceled and a new certificate be issued to her in conformity with this judgment; and that the records of the Creek allotment office be made to conform in all things to this decision.

An appeal was taken from that decision to your Office, and on July 2, 1902, the Acting Commissioner affirmed said decision of May 12, 1902, stating:

The Office believes the Commission was warranted in its findings, conclusion, and judgment by the facts in these cases as shown by the evidence and that the proceedings herein were in accordance with the law and evidence.

Upon careful review of the whole record, the Department finds no error in the decision of the Acting Commissioner, and the same is accordingly affirmed.

CREEK No. 315.

JOBE v. RENTIE.

ALLOTMENT.—No certificate of selection having been issued to contestee for the land in controversy, his selection for allotment was not confirmed by section 6 of the Creek agreement, approved March 1, 1901.

IMPROVEMENTS.—The owner of the improvements on the land in controversy made a verbal transfer of her interest therein to the contestant prior to contestee's filing. *Held*, that contestant was entitled to the land.

Acting Secretary Ryan to the Commissioner of Indian Affairs (September 6, 1902, I. T. D., 4324—1902).

The Department has considered the Creek land contest case of Louis Jobe for Eliza M. Jobe v. Warrior Rentie, transmitted with the Acting Commissioner's letter of July 15, 1902 (Land, 40598), on appeal from the decision of your office of June 14, 1902, affirming the decision of the Commission to the Five Civilized Tribes in favor of Jobe.

The tract involved is the NW. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 24, T. 15 N., R. 18 E. It appears that on December 29, 1900, Rentie applied to the Commission to the Five Civilized Tribes for this tract as an allotment, but for reasons stated no certificate was issued to him. Therefore there was no confirmation, as claimed, by section 6 of the act of March 1, 1901 (31 Stat., 861).

June 14, 1901, Jobe brought this contest, alleging—

that the land in controversy was the property of Eliza Murphy, who owned valuable improvements thereon, the said land being inclosed for a number of years and had on it a well and dwelling house;

that said Murphy gave said land and improvements to him, she being at the time the undisputed owner of the improvements; that said Rentie never had the consent of Murphy or plaintiff to file on said place, and never at any time owned any part of said place or any improvements thereon, nor was ever in possession of the same.

It is shown from the testimony that Mrs. Murphy had possession of this tract and had it inclosed and improved to some extent, together with some adjacent land; that in 1899, when she made her allotment selection, which includes 40 acres that she had "picked out" for her niece, said Eliza M. Jobe, she intended including this tract in her application, but, through error, it was not done; that afterwards she applied to have the error corrected, but did not succeed; that she informed Jobe that he could have the land as part of the selection for allotment for his minor child, Eliza M. Jobe. It is not clear when this understanding took place, though it is alleged to have been prior to Rentie's filing.

You found that Murphy had the right to transfer her interest to her brother for the benefit of his child; that she did make a verbal transfer, and it was at all times since the land became subject to selection the intention of Jobe to take it for his child; that Rentie, on the other hand, never had owned improvements on the land and never placed any there; that he sought by reason of technicalities to secure the land, which appears to be quite valuable, together with the buildings and other improvements thereon, to the exclusion of the legal rights of the contestant.

The Department considers it is warranted, upon the evidence before it, in affirming your decision, and it is affirmed for the reasons therein stated.

CREEK, No. 268.

LESTER v. SMITH.

(On re-review.)

PRACTICE.—A motion for re-review which does not present facts not previously discussed or involved in the case, and calls attention to no law not previously considered, will be denied.

Acting Secretary Ryan to the Commissioner of Indian Affairs (September 6, 1902, I. T. D., 5269—1902).

On August 11, 1902, there was filed by the attorneys for contestant in the Creek land contest of Zamon Lester v. Louvina Smith a motion for re-review in said case of the decision of the Department of May 16, 1902. The Department having denied a motion by the same party for review of its decision July 8, 1902.

As the applicant does not present facts not previously discussed or involved in the case, and calls attention to no law not heretofore considered, the motion is hereby denied, and the contestant is allowed fifteen days from notice hereof within which to proceed as provided in the decision of July 8, 1902.

CREEK, No. 273.

ESCOE v. FARMER.

ESTOPPEL.—Contestant, who was not a party to a prior contest involving a part of his holdings, and had no notice of the contest, is not estopped from instituting a contest against the successful party to the prior contest.

POSSESSION.—Because the holdings of the parties to a contest involving lands belonging to both do not conform to the survey lines is no reason for awarding to one party lands lawfully in possession of the other.

Acting Secretary Ryan to the Commissioner of Indian Affairs (September 13, 1902, I. T. D., 5267—1902).

The Department has considered the Creek land-contest case of Wiley T. Escoe v. Nathan K. Farmer, for his wife, Liza Farmer, involving the W. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 21, T. 15 N., R. 18 E., containing 20 acres, on appeal from your decision of June 30, 1902, adverse to Farmer.

It appears that in 1897 Escoe procured possession of the greater portion of said tract, and that he has been in possession ever since; that he has been prevented from filing on the same by circumstances to a great extent beyond his control; that the Commission to the Five Civilized Tribes set aside said land to Elvira Love, and a contest was brought against her June 9, 1899, by Farmer, for his wife, in which case (no defense having been made by Love, as it appears, he considered Escoe entitled to the land) the tract was awarded to Farmer. At the time the citizenship case of Escoe had not been determined. Afterwards, when Escoe asserted his right, Farmer agreed to adjust the matter, but as this was not done, Escoe brought the contest which brings the case here.

You held that as Escoe had never released his claim to the land, and as he was not negligent in asserting his rights, it would be an injustice to award the tract to Farmer, and you affirmed the decision of the Commission to the Five Civilized Tribes in favor of Escoe.

The Department concurs generally with the views of your office. It appears, however, that all of the land in controversy was not in possession of Escoe; that about 2.10 acres thereof are out of his pasture and embraced within the inclosure of Farmer, as shown by the Commission's improvement plat.

In regard to this the Commission stated that, though its judgment awarded to the contestant a part of the pasture in the possession of Farmer, it appears that the fence between the inclosures of the parties runs from southwest to northeast across the line dividing the tract in controversy from the 20 acres east of it; that by establishing the dividing line between the parties according to the judgment rendered, Farmer is permitted to retain about 0.90 acre of Escoe's pasture, and Escoe, in turn, is awarded about 3.30 acres of Farmer's pasture—a difference in favor of Escoe of 2.40 acres; that because of the way in which the fence is located between the parties "it seems impracticable" to make any other division of the land; that this division is as fair a one as can be arrived at, considering the rights of the parties and the facts in the case.

In this the Department does not concur. No reason can be discovered why Farmer's wife should be required to surrender land lawfully in her possession. Your decision is therefore modified, and Escoe is awarded the tract inclosed by him and of which he has been found to be in legal possession.

CREEK, No. 267.

SOOKEY v. SMITH.

(On re-review.)

RE-REVIEW.—A motion for re-review filed out of time, and which does not present facts not previously discussed or involved in the case, and calls attention to no law not previously considered, will be denied

Acting Secretary Ryan to the Commissioner of Indian Affairs (September 27, 1902, I. T. D., 5903—1902).

September 25, 1902, you transmitted a motion for re-review of the decision of the Department of June 2, 1902, in the Creek land contest of Wiley Sookev v. Louvina Smith, the Department having denied a motion by the same party for review of said decision July 9, 1902. The present motion was filed out of time.

As the applicant does not present facts not previously discussed or involved in the case, and calls attention to no law not heretofore considered, the motion is hereby denied.

CREEK, No. 252.

CHISSOE v. DAVIS.

REHEARING.—A motion for rehearing filed after the time allowed by Rule 28 of the Rules of Practice, and which fails to give any reason why the rule should be modified, will be denied.

APPEAL.—A party who fails to appeal from the decision of the Commissioner of Indian Affairs within the time prescribed by the Rules of Practice loses his right of appeal to the Department.

Acting Secretary Ryan to the Commissioner of Indian Affairs (October 2, 1902, I. T. D., 5971—1902).

September 29, 1902 (Land, 57847—1902), the Acting Commissioner transmitted "the record of appeal" in the Creek land contest of Sam Chissoe, guardian of Theodore S. Chissoe, v. John Davis, guardian of Rebecca Davis, involving the E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of sec. 17, T. 16 N., R. 18 E., from the decision of your office of April 2, 1902.

Said tract is embraced in the allotment selection made by John Davis for Rebecca Davis July 31, 1900.

September 21, 1901, the Commission to the Five Civilized Tribes dismissed the contest in this case, with due notice to Chissoe, because Theodore S. Chissoe was born July 2, 1900, and as the Creek agreement contained in the act of March 1, 1901 (31 Stats., 861), provides that—

No person, except as herein provided, shall be added to the rolls of citizenship of said tribe after the date of this agreement, and no person whomsoever shall be added to said rolls after the ratification of this agreement * * *

All children born to citizens so entitled to enrollment up to and including the 1st day of July, 1900, and then living, shall be placed on the rolls made by said Commission—

no appeal having been taken to your office, the case was closed by the Commission.

On February 5, 1902, Chissoe filed with the Commission a motion for rehearing, which was denied on the ground that the motion was not filed within the time specified by rule 28 of Practice, which provides:

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 rehearing must be brought to the notice of the parties in the same manner as in original proceedings.

Your decision of April 2, 1902, affirmed the action of the Commission, "subject, however, to the right of further appeal to the Department."

Notice of your decision was duly given by the Commission to the Five Civilized Tribes April 12, 1902, and the "appeal" now pending does not appear to have been filed until September 12, 1902, outside of the time allowed for appeals in Creek land-contest cases.

It is now urged by contestant that as section 7 of the supplemental Creek agreement, contained in the act of July 1, 1902 (Public No. 200), provides that—

All children born to those citizens who are entitled to enrollment as provided in the act of Congress approved March 1, 1901 (31 Stats., 861), subsequent to July 1, 1900, and up to and including May 25, 1901, and living upon the latter date, shall be placed upon the rolls made by said commission;

and it is admitted that the land in controversy was occupied with valuable improvements by Sam Chissoe, a Creek citizen at the time of the selection made by Davis, that the decision of the Commission to the Five Civilized Tribes of September 21, 1901, should be reversed, notwithstanding the failure of the contestant to observe the Rules of Practice.

The Department considers the decision of the Commission and your office correct, and besides the contestant having failed to appeal to your office within the time prescribed by the rules governing in such matters, he lost the right of appeal to the Department. Your decision is therefore affirmed.

CREEK No. 479.

SORRELL v. VANCE, ET AL.

RULES OF PRACTICE.—Rule 10 of the Rules of Practice abrogated, and rules 11 to 29, inclusive, and rule 31 amended.

Acting Secretary Ryan to the Commission to the Five Civilized Tribes (November 14, 1902, I. T. D., 7020—1902.)

The Department is in receipt of your letter of October 20, 1902, submitting an affidavit of contest by Dorathy Sorrell, as natural guardian of Julia Sorrell v. Sarah Vance, Lucy Hawkins, and Vinia Hawkins, heirs of Sunday Hawkins, deceased, citizens of the Creek Nation, and recommending that rule 10 of the Rules of Practice which provides that—

When the contest is against the heirs of the deceased applicant, the service shall be upon the executor or administrator of the estate

be amended to read as follows:

When the contest is against the heirs of a deceased applicant the service shall be upon the executor or administrator of the estate, but where no administrator of the estate has been appointed, and it is shown to the satisfaction of the Commission that proper application has been made to the court for the appointment of an administrator, and such application has been refused by the court, then service may be had on the heirs generally by publication, as is provided for in rules 14 and 15, and by posting a copy of the notice in the land office and in a conspicuous place on the land at least two weeks prior to the date set for hearing. Proof of service, by publication on the heirs of a deceased applicant, 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 who posted the copy of the notice on the land, showing that such copy was posted as herein provided.

You state that unless some provision be made for obtaining service on heirs generally you will be without authority to determine whether service has been had on the legal heirs.

Reporting in the matter November 12, 1902, the Commissioner of Indian Affairs states that he sees no necessity for said rule 10; that rule 9 provides that a copy of the notice and summons shall be served upon each of the contestants (contestees), and rule 11 provides that—

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 application for such person;

that there seems to be no reason, after abrogating rule 10, why rules 9 and 11 may not be complied with, and upon compliance therewith jurisdiction be vested in your Commission.

The Department concurs in the views of the Commissioner except that it considers that rule 11 should be amended by striking out the words "under 16 years of age."

You are therefore advised that rule 10 is hereby abrogated and rule 11 is amended to rule 10, as follows:

If the person to be personally served is an infant 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 application for such person.

Rules 12 to 29, inclusive, are hereby amended to rules 11 to 28, inclusive. Rule 31 is changed to rule 29.

CREEK No. 273.

ESCOE v. FARMER.

(On review.)

POSSESSION.—Both parties being in possession of portions of the land in controversy it was held that each should be awarded the land in his possession as nearly as may be, so as to conform to the Government survey.

Acting Secretary Ryan to the Commissioner of Indian Affairs (November 17, 1902, I. T. D., 6978—1902.)

November 10, 1902 (Land 64179—1902), you transmitted a report made October 24, 1902, by the Commission to the Five Civilized Tribes, in which was forwarded a

motion for review of departmental decision of September 13, 1902, in the Creek land-contest case of Wiley T. Escoe v. Nathan K. Farmer for his wife, Eliza Farmer, involving the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 21, T. 15 N., R. 18 E. of the Indian meridian, containing 20 acres.

After considering said motion for review the Department finds no cause to alter its decision as to the amount awarded to each of the parties in the case and therefore directs the Commission to set apart for Mrs. Farmer, besides the land already assigned to her by its decision of February 17, 1902, a contiguous tract of land equal in quantity to the additional amount possessed and improved by her prior to the contest, being approximately 2 $\frac{1}{2}$ acres.

In accordance with the prevailing custom the boundaries of such additional land should be made as nearly as practical "to conform to the Government survey." Its location would be apparently as follows:

The W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of said sec. 21.

You will accordingly advise the Commission to the Five Civilized Tribes as to the instructions herein contained.

CREEK No. 439.

BROWN v. TUTTLE.

POSSESSION.—Both parties were in possession of the land in controversy, but their respective holdings did not conform to the Government survey. Held, that each party should be awarded the land in his possession, as nearly as may be, so as to conform to the survey of the land.

Acting Secretary Ryan to the Commissioner of Indian Affairs (November 17, 1902, I. T. D., 6979—1902).

The Department has considered the Creek land contest of Brown v. Tuttle, involving the E. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ and lots 1 and 2, sec. 30, T. 8 N., R. 9 E., containing 152.75 acres, on appeal by Brown from your decision of September 29, 1902, modifying the decision of the Commission to the Five Civilized Tribes.

It appears that on August 16, 1899, said tracts were selected by Tuttle for Laura Lee Tuttle, and that on November 21, 1901, Brown brought her contest, alleging prior valid right to the tract. The testimony submitted shows that Brown had under cultivation and inclosed with a fence about 100 acres of the tract in controversy; that upon the remainder of the tract Tuttle has improvements, consisting of a house, well, dugout, and outhouse, and that there are on this portion of the tract 7 or 8 acres in cultivation.

The Commission to the Five Civilized Tribes found that in 1890 or 1891, about two years before Brown placed any improvements on the land, the husband of the defendant placed certain improvements upon said tract; that in 1893 or 1894 Brown had about 40 acres of the tract in cultivation; that in 1894, on the same date, Brown and defendant's husband plowed furrows around the tract lying south of and adjoining Brown's said cultivated field of 40 acres; that said tract now forms a part of Brown's improvements on said land; that Brown instituted a suit in the Cherokee court to prevent Tuttle from placing any more improvements on the land in controversy, and said Creek court rendered a decision in Brown's favor; that she continued to improve said land and in 1896 had placed all of the improvements on the land that she was in possession of on the date of Tuttle's filing.

The Commission state that it appears that the cultivated land in the possession of Brown on the date of Tuttle's filing was located as nearly as may be practically described, so as to conform to the survey of said land, on lots 1 and 2, the W. $\frac{1}{2}$ of the NE. $\frac{1}{4}$, the W. $\frac{1}{2}$ of the E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$, and the NW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the tract in question, containing 112.75 acres, and accordingly awarded said tract to Brown and the remainder of the tract, described as the E. $\frac{1}{2}$ of the E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$; the E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, and the SW. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, containing 40 acres, to Tuttle.

You concluded that too much of said section was awarded to Brown by the Commission, and it was held in your decision that the decision of the Commission should be so amended as to give to Tuttle, as guardian to Laura Lee Tuttle, the E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, and the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$, and to Brown the residue of said section. Brown appealed, contending that your decision is in error, wherein it was found that Brown lays claim to about 75 acres of cultivated land in her complaint. The complaint states that—

Complainant has, upon the above-described tract of land, more than 75 acres of cultivated land, 40 acres of which have been in cultivation for about ten years last past.

It is also concluded that the land determined by you should be given to Brown does not embrace "all the land which has been improved" by Brown in said quarter section in contest.

You do not question that Brown is entitled to all the land embraced in her inclosure, although you state that the map presented as evidence in this case is shown to be grossly incorrect by the testimony.

The Department is unable to determine the exact location of Brown's fence, which makes the inclosure, and, of course, can not specify by subdivisive terms the land which should be allowed to the parties. It therefore awards to Brown the land embraced in her inclosure—to use the language of the Commission to the Five Civilized Tribes—"as may be practically described, so as to conform to the survey of the land," and to Tuttle the remainder of the quarter section in question, and you are authorized to direct the Commission to the Five Civilized Tribes to so adjust the matter.

CREEK No. 375.

TOBLER v. SORUS.

IMPROVEMENTS.—There is nothing to prevent the Commission to the Five Civilized Tribes from dividing a 40-acre tract between two parties who own improvements on the same 40.

Acting Secretary Ryan to the Commissioner of Indian Affairs (January 13, 1903, I. T. D., 238—1903).

The Department has considered the Creek land contest of Sallie Tobler by Sam Tobler v. Millie Sorus, alias Sears, in volving the SE. $\frac{1}{4}$ of sec. 30, T. 10 N., R. 16 E., on appeal by Tobler from your decision of November 20, 1902, affirming the decision of the Commission to the Five Civilized Tribes.

It appears that on October 21, 1899, Sorus, alias Sears, selected said land as a part of her allotment; that upon complaint brought by Tobler alleging prior valid adverse right to the land by virtue of improvements thereon, hearing was duly had.

The Commission found that at the date of Sorus's filing practically all of the south half of the tract in controversy was and had been for years in the possession of Tobler, was in cultivation, and was inclosed within the fence belonging to her; that Sorus owned no improvements on the same and never was in possession of any part thereof; that the north half of said tract was uninclosed and contained no improvements whatever, and awarded the south half of the tract to Tobler and the north half to Sorus.

The only contention in the appeal is that Tobler is entitled, by virtue of her improvements, to the entire tract, it being a technical quarter section. You state that there is nothing to prevent the Commission to the Five Civilized Tribes from dividing a 40-acre tract between two parties, where the evidence shows that "one half of the same belongs to one party and the remaining half to another."

The Commission's decision is in accordance with the prevailing custom as to dividing a tract between two or more claimants "to conform to the Government survey." (See decision of the Department of November 17, 1902, in the case of *Escoe v Farmer*).

Finding no reason to disturb your decision, it is hereby affirmed.

CREEK No. 355.

DAVISON v. WALKER.

GUARDIANS.—Under section 4 of the Creek agreement, approved March 1, 1901, the legal guardian of a minor, who has a citizen mother living, is authorized to institute a contest for lands belonging to his ward.

NOTICE.—Contestee's filing was made without notice upon improved land under fence and in possession of another citizen entitled to file thereon. Held that delay in filing a contest could not prejudice contestant's right to take the land in allotment.

Acting Secretary Ryan to the Commissioner of Indian Affairs (January 22, 1903, I. T. D., 240—1903).

With your letter of January 9, 1903 (Land 295—1903), you submitted the appeal of Emma Walker in the Creek land contest of J. P. Davison, guardian of Sally McIntosh, v. said Walker, involving the N. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of sec. 29, T. 15 N., R. 18 E., from your decision of December 3, 1902, in favor of Davison and reversing the decision of the Commission to the Five Civilized Tribes in favor of Walker.

It appears that said tract is improved by fencing, a part of which was made by the grandfather and brother of Sally McIntosh and a part by Davison, which the latter claims he made for the McIntosh heirs; that it contains no other improvements; that on April 5, 1899, the NW. $\frac{1}{4}$ of sec. 29 was selected by Rachel Walker

for her daughter Emma Walker and was set aside to her April 7, 1899; that Davison's contest was not brought until July 30, 1901, alleging that about 1883 the father of Sally McIntosh segregated the land involved, "and he and his privies have been in exclusive and uninterrupted possession of it and that contestee has never been in possession of nor had any improvements whatever on said lands;" that on September 18, 1901, Walker made answer, alleging that Davison gave his consent to her filing upon the land; that he never made any objections until more than two years had elapsed after said filing; that "the said Davison had selected other land for his said ward, and stated that he had no intention to hold this land for her, and that it was only after this intention had been communicated to the contestee that said land was selected for this contestee."

The Commission to the Five Civilized Tribes states in its decision that in 1899 Davison brought a contest against one Gibson for 80 acres of land not involved in this case; that on June 18, 1901, he filed for Sally McIntosh on 80 acres of land not involved in this case; (that on June 18, 1901, he filed for Sally McIntosh on 80 acres of land not involved in this case); that on July 9, 1901, he filed a motion to have his contest against Gibson dismissed; that this motion was not allowed, but on March 16, 1902, the Commission rendered a decision in the case adverse to Davison; that Davison, it appears, was holding another 80-acre tract at the time of Walker's filing which he intended for his wife if she was found entitled to enrollment, and if not, for Sally McIntosh or some of his grandchildren, "so that the contestant has been, since May 11, 1899, holding, and claiming to hold for his ward herein, four 80-acre tracts of land;" that Walker shows, by herself and her witness, Mark Whinnery, her tenant on the tract, that Whinnery has been cutting hay off the tract in controversy for the past two years; that in the year 1900 Davison attempted to cut the grass off said tract, but was prevented by Whinnery until an agreement was entered into between them, under the provision of which Davison sold to Whinnery the wire fence surrounding the said tract, in consideration of being allowed to cut the grass; that Walker also shows, by herself and another witness, William Lewis, that Davison in their presence acquiesced in the filing of Walker and recognized her right to retain the tract in controversy; that this testimony is contradicted by the contestant alone.

The Commission concluded that its records and testimony do not support Davison's claim that he was holding the tract of land in controversy as the selection for Sally McIntosh at the time of Walker's filing; that his admission that he was holding another tract for his ward, provided he could not select it for his wife, is a strong element in discrediting his contention; that as no member of the Creek tribe is entitled to receive an allotment of more than 160 acres of land, Davison's claim that he was lawfully holding more than that amount for his ward will not be received as satisfactory proof that he was holding the tract in controversy for this child, but, on the contrary, is calculated to impeach the claim now made by him; that another feature in the case against Davison is a fact that appears by a preponderance of the evidence that he sold the fence surrounding the land in controversy to Walker's tenant, and that he recognized Walker as being in lawful possession of this tract.

It was also held by the Commission that as section 4 of the act of March 1, 1901 (31 Stats., 861), reads in part as follows:

Allotment for any minor may be selected by his father, mother, or guardian in the order named, and shall not be sold during his minority. All guardians or curators appointed for minors and incompetents shall be citizens.

The mother should have instituted this contest and not Davison, who is the uncle of said ward; that his failure to comply with said section, taken in connection with other circumstances in the case, would seem to point to Davison's intention to conserve some interest of his own in the land rather than to protect any alleged interest of said ward.

The Commission, therefore, held that on the date of Walker's filing Davison was not holding the land in controversy as the selection for allotment for Sally McIntosh; that subsequent to the filing he acquiesced in the same, and that therefore said tract on the date of Walker's filing was not lawfully held by anyone adverse to Walker, and that the filing was made in the lawful manner and should not be disturbed.

The appeal from the Commission's decision alleged numerous errors, which you have set out in your decision and which you state "call for an investigation of the entire record." You also state that "the Office has somewhat fully considered the evidence submitted by the parties in interest." Holding that the decision of the Commission should be reversed, you state that you can not see wherein Davison has held at any time more land for his ward than she is entitled to; that the 80-acre tract claimed by Gibson was never in his possession for his said ward and the 80-acre tract upon which he has now filed for her was not in his possession nor held by him until after the disposition of the 80-acre tract mentioned as going to his wife, so that it does

not clearly appear that he ever claimed to hold more than 160 acres for his said ward at any one time; that Walker filed upon improved land when she filed on the tract in controversy; that she undertakes to establish her right to such filing by trying to prove that she obtained permission from Davison to so file; that the evidence does not establish this claim; that her statement in that regard does not prove that she received any such permission, for she states, "I told Tom Harrison to see Mr. Davison, and Tom Harrison seen him, and Mr. Harrison said that Mr. Davison said that I could file on that;" that Davison denies that he ever gave any such permission, and insists that he always held this 80 acres for Sally McIntosh; that Walker does not submit the testimony of Tom Harrison, and under the law of allotments as applied in these cases had no right to file upon improved land without the consent of the owner of the improvements or without giving him due notice that such filing was to be made; that the testimony does show, and is not disputed, that in 1900 the mother of Sally McIntosh sold the grass on the land in controversy to one Tulk; that the evidence tends to show that ever since the filing on this land by Walker there has been more or less dispute about the grass growing thereon, and that it does not appear that Davison at any time acknowledged the ownership of Walker further than the filing made by her would give her the ownership.

You decided, therefore, that the land should be awarded to Sally McIntosh as part of her selection for allotment.

The Department agrees with you that Davison was authorized to bring this contest. It also concurs in your decision that the land shall be awarded to Sally McIntosh. It is not established by the testimony that Davison ever consented to any filing on the land in controversy, or attempted to sell or waive any right of his ward to file upon or hold this land and the improvements thereon. It is admitted that the improvements were made by her ancestors, and that the land has been under fence and in her possession, or that of her ancestors and representatives, for many years.

The delay in filing this contest can not prejudice the rights of this ward, as the Walker filing was made without notice upon improved land under fence and in possession of another Creek citizen entitled to file thereon. *Gossett v. Johnson*, Department decision of October 26, 1901 (Ninth Annual Report of the Commission to the Five Civilized Tribes, p. 145.)

The decision of your Office is therefore affirmed.

CREEK, No. 523.

- GARRETT v. WALCOTT.

(On motion for rehearing.)

REHEARING.—Where the motion for rehearing presented no new facts or laws not previously considered, and the contestant had frequently violated the Rules of Practice requiring motions to be filed within a certain time, the Department refused to exercise its right to suspend the rules and declined to grant the motion.

Acting Secretary Ryan to the Commissioner of Indian Affairs (February 9, 1903, I. T. D. 936—1903).

August 11, 1902, the Department rendered a decision in the Creek land contest of Charles W. Garrett, for his minor children, Cyril C. Garrett and Alfred T. Garrett, *v. Lulu Walcott*, involving the NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$, lot 2, the SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 12, T. 15 N., R. 15 E., adverse to the plaintiff, and it appears that a copy of said decision was furnished to the Commission to the Five Civilized Tribes by your Office August 15, 1902.

It appears, as stated in said departmental decision, that your first decision in the case, adverse to the plaintiff, was rendered August 25, 1900; that personal notice was given thereof August 30, 1900, and that a motion for review addressed to your Office was not made until March 1, 1902, which your Office denied March 27, 1902, because the motion was not filed within the time prescribed by the Rules of Practice governing in such matters.

The plaintiff was advised of this decision April 3, 1902, and no appeal was taken; but on May 27 of that year a petition for rehearing was filed, which was considered in departmental decision of August 11, 1902.

It also appears that on April 26, 1902, the plaintiff filed an affidavit of contest against Walcott, the material allegations being the same as in the previous case. The Commission to the Five Civilized Tribes rejected the application May 12, 1902, stating that in view of the action by your Office in the first case the Commission was without jurisdiction.

Appeal was taken to your Office May 27, 1902, and on June 28, 1902, your Office sustained the decision of the Commission.

On July 16 of that year appeal was taken to the Department, which was disposed of in said decision of August 11, 1902, in which it was held that if the plaintiff ever had any rights they were lost by failure to comply with the rules of Practice; that there was no excuse for the frequent disregard of the rules by him or his attorney.

On January 30, 1903, the Acting Commissioner of Indian Affairs submitted a reply to a motion for a new hearing in the matter. On the same date, without letter, the Department received from the plaintiff's attorney a motion for rehearing. The Acting Commissioner goes into the matter at considerable length, and recommends that the motion be granted under the Department's supervisory authority.

There are no new facts presented or laws referred to in this motion. It merely asserts that the plaintiff has a right to a portion of the land, and can, if allowed a hearing, establish his right.

The Department's decision of August 11, 1902, was based wholly on the failure of the plaintiff to comply with its Rules of Practice, which (while none of the rules of practice deprive the Department of its supervisory powers) will not be suspended, considering the flagrant negligence of the plaintiff, to the detriment of Walcott.

Even in regard to the present motion no reason is given why it was not filed long before it was. The plaintiff was doubtless promptly notified of the Department's decision of August 11, 1902.

Walcott claims that the allotment to him for the land made April 4, 1899, was confirmed to him, as the agreement with the Creek Nation contained in the act of March 1, 1901 (31 Stat., 861), provides that—

All allotments made to Creek citizens by said Commission prior to the ratification of this agreement, as to which there is no contest and which do not include public property and are not herein otherwise affected, are confirmed, and the same shall, as to appraisement and all things else, be governed by the provisions of this agreement.

It is doubtful if any contest was pending in this case at the time this agreement was ratified, May 25, 1901; but, without passing upon this point, the Department declines to grant the motion for rehearing.

The action of the Department of February 2, 1903, directing the Commission to withhold deeds to Walcott for the land involved, is hereby rescinded.

CREEK, No. 131.

BEAMS v. TAYLOR.

ATTORNEY.—Where a party to a contest is represented by counsel, notice of a decision will not be binding upon him unless served on his attorney of record.

NOTICE.—Notice of a decision will not be presumed to defeat the right of appeal. It must affirmatively appear of record.

Acting Secretary Ryan to the Commissioner of Indian Affairs (April 1, 1903, I. T. D. 3176—1903).

The appeal of Solomon Taylor from the Acting Commissioner's decision of February 4, 1903, in the Creek contest of Jacob Beams, guardian of Mitchell Beams, v. Solomon Taylor, guardian of Albert Taylor, involving the land in sec. 20, T. 15 N., R. 16 E., was received with your Office letter of March 23, 1903 (Land, 17201—1903).

It is not necessary to set out the different steps taken in this case prior to the decision of the Commission to the Five Civilized Tribes, adverse to Taylor, of April 2, 1900.

On November 15, 1901, Taylor filed a motion for rehearing in the case, claiming that neither he nor his attorney was served with notice by the Commission of its said decision, and alleging that since the trial in the case he had discovered evidence material to the issue involved, which he, with reasonable diligence, could not have discovered prior to the trial, and he sets out what he expects to prove by witnesses mentioned if a rehearing is granted.

After the submission of the affidavits and a rehearing on the motion, the Commission to the Five Civilized Tribes overruled such motion, stating that, at the time of the decision of April 2, 1900, it was the practice of the Commission to mail to the parties in interest in all contest cases formal notice of the judgment rendered; that on April 4, 1900, two days after the date of judgment, a letter was mailed by the Commission to Taylor, the receipt of which is admitted by him, directing him to return to the Commission immediately the certificate of selection No. 3111, covering the land embraced in this contest, issued to him, in order that the same might be canceled, "in conformity with the judgment in contest No. 131, notice of which has been sent you under separate cover;" that the interest which contestant had in the result of this contest naturally would have prompted him, on receipt of this letter, if the

notice of the judgment had not been received, to have ascertained from the Commission what that judgment was, as it showed on its face that a judgment had been rendered; that he did not institute an inquiry to obtain that information raises a strong presumption that he had been advised, through the medium of the notice, what the judgment was; that as a notice of the judgment was mailed to Beams and received by him goes to support the presumption that a like notice was received by Taylor; that Taylor's knowledge of the Commission's judgment is shown by his own admission; that the various circumstances conclusively indicate Taylor's knowledge that the judgment was rendered against him, and are sufficient to satisfy the Commission that the notice was in fact sent to Taylor in due course of business, and that it was received by him within a few days after April 2, 1900; that the motion for rehearing filed on November 15, 1901, not having been made within the time prescribed by the Rules of Practice, should be overruled, and it was overruled, as previously stated.

In the Acting Commissioner's decision of February 4, 1903, he sustained the action of the Commission to the Five Civilized Tribes dismissing the motion for rehearing, holding that Taylor did have notice of the Commission's decision, and that it was not material whether he received it through the regular channel or otherwise, for if he did have such notice he does not consider that any of his rights were imperiled, even though the Commission failed to send him notice of the decision in the regular way; that he concurs with the Commission in the presumption that the notice of the decision was properly mailed to Taylor; that as Taylor was ordered by the Commission to send in his certificate of allotment for cancellation two days after said decision, he failed to look after his interests when he allowed more than one and one-half years to pass before making the motion for rehearing.

Taylor appears to be an ignorant man. The rules of practice governing in such matters provide that "all notices will be served upon the attorney of record." There is no evidence that Taylor's attorney was notified of the decision of the Commission of April 2, 1900. A notice to be binding upon Taylor should have been served upon such attorney. It is not even shown conclusively that any such notice was sent Taylor himself, and that he was advised of his right of appeal, though it is apparent that he must have had some knowledge of the fact that such a decision had been rendered. If a notice was given it should have been personally or by registered letter. It is not claimed that a personal notice was given, and no evidence is presented to show notice by registered letter, even if the alleged notice was given in that way. Notice of a decision will not be presumed to defeat the right of appeal. It must affirmatively appear of record. This is the well-established practice in contests involving lands on the public domain of the United States.

Under the circumstances the Acting Commissioner's decision is hereby modified, and it is directed that the case be remanded in order that a rehearing may be allowed, as the showing made by Taylor would seem to warrant such action.

CREEK No. 515.

CHERRY v. SMITH.

CONFLICTING EVIDENCE.—Where the evidence in the case was conflicting, and the Commission to the Five Civilized Tribes had an opportunity to see and hear the parties and their witnesses, its decision on the question of facts involved, which decision was affirmed by the Commissioner of Indian Affairs, would not be disturbed by the Department.

Acting Secretary Ryan to the Commissioner of Indian Affairs (April 16, 1903, I. T. D. 2142—1903).

The Department has considered the Creek land contest of Susan Cherry v. Sarah Smith, involving the NW. 10.91 acres of lot 3 of sec. 7, T. 13 N., R. 13 E., of the Indian meridian, on appeal by the contestant from your decision of January 10, 1903, in which you affirmed that of the Commission to the Five Civilized Tribes dated November 24, 1902.

It is to be determined in this case whether the contestant, acting for herself and for her family, abandoned the land in controversy.

This question is a complicated one, inasmuch as the testimony and facts appearing in the record do not clearly indicate the contestant's intent in the matter.

Considering the condition of the record, it is believed that as the Commission had an opportunity to see and hear the parties and their witnesses in the case its opinion relative to the questions of fact presented by the record is probably the correct one, and as your opinion in the matter agrees with that of the Commission the Department is satisfied that its decision should remain undisturbed. Your decision is therefore affirmed.

CHEROKEE No. 30.

GRIFFITH v. M. E. CHURCH SOUTH ET AL.

RESERVATIONS.—Lands included in a reservation made in accordance with the Cherokee agreement, act of July 1, 1902, are not subject to allotment, and a hearing on an allotment contest complaint involving lands within the reservation should be denied.

Acting Secretary Ryan to the Commission to the Five Civilized Tribes (May 9, 1903, I. T. D. 4272—1903).

With your letter of April 16, 1903, you transmitted the complaint, with contestant's application for the land in controversy and other papers attached, in Cherokee allotment contest No. 30, entitled Bobe Griffith, contestant, v. the Methodist Episcopal Church South and the Willie Halsell College, contestees, involving certain lands included within the 160-acre reservation made for the Willie Halsell College at Vinita, Ind. T., which reservation was approved by the Department January 27, 1903. Because of the fact that the land in controversy is included in said reservation you request instructions as to whether a hearing on said complaint should be ordered.

Reporting May 6, 1903, the Acting Commissioner of Indian Affairs states that the Indian Office can not see how the Commission can at this time entertain said contest sought to be brought by Bobe Griffith for this land, as it appears that the disposal of the land included in said reservation was fully authorized "not only by the act of Congress, but also by the act of the Cherokee national council," and he recommends that Griffith be denied a hearing on her complaint.

The reservation of the Willie Halsell College having been made in accordance with section 24, act of July 1, 1902 (32 Stat., 716), the lands included therein are not subject to allotment at this time. Therefore no hearing should be had upon the complaint.

CREEK No. 219.

MINGO v. HOWARD.

UNIMPROVED LANDS.—A portion of the land in controversy was unimproved and uninclosed at the time of contestee's filing. Both parties claimed the improvements on the remainder of the controverted tract, and claimed the entire tract by reason of these improvements. Held, that as neither party claimed the unimproved land as public domain the entire tract should be awarded to the party found to be the owner of the improvements.

INNOCENT PURCHASER.—Contestant's husband gave the land in controversy to his daughter, to be selected as a part of her allotment, and instructed the tenants on the land to pay the rent to her. She sold her interest in the land to contestee for a valuable consideration and selected her allotment elsewhere. Contestant's husband again claimed the land because his daughter had not complied with the condition of his gift. Held, that possession of land in the Creek Nation in 1898 and 1899 was prima facie proof of ownership, and that contestee, having purchased from the party in possession without notice of any qualification in the gift to her was an innocent purchaser and entitled to protection.

Acting Secretary Ryan to the Commissioner of Indian Affairs (May 13, 1903, I. T. D. 4248—1903).

May 2, 1903 (Land 23234—1903), the Acting Commissioner submitted the Creek land contest of Lou Mingo, mother of Siah or Carrie Mingo v. Rebecca Howard, involving the E. $\frac{1}{2}$ of NW. $\frac{1}{4}$ and the NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of sec. 33, T. 17 N., R. 15 E.

It is unnecessary to recite the various steps leading up to the hearing which brought this case before your office. The Commission to the Five Civilized Tribes rendered three decisions in the case.

It appears that prior to his death, in 1900, Joseph Mingo, father of Carrie Mingo, had been in possession of the land in controversy for five or six years, having improvements thereon consisting of about 4 acres of land in cultivation. His home place was on the 40-acre tract adjacent. In 1898 Mingo told his daughter, Emma Posey, and her husband, Frank Posey, then living with him, that they could have the land in controversy for an allotment to Mrs. Posey, and thereafter he informed J. P. Reynolds, his tenant, who resided on the 40-acre tract south of the tract in question, to look to Posey as his landlord, and that thereafter Reynolds recognized Posey as such landlord; that Posey selected and filed for his wife on other lands, having sold prior to this action, on July 27, 1899, the possessory right to the land in dispute to Jackson Howard, a Creek freedman, for \$150; that as soon as Mingo learned of this sale he protested against it to Howard; that on October 24, 1899, Mingo made application for the tract in controversy for an allotment for his daughter Carrie; that sometime in January, 1900, Mingo and Howard had a conversation in regard to the matter, at which time Mingo told Howard that as he had purchased the land in question from Posey, he (Mingo) would like to sell him his home place adjoining, and that he would take \$500 for it.

The Commission to the Five Civilized Tribes states in its decision, awarding the entire tract to contestant, that though Howard knew that Mingo had owned and controlled the improvements on the land, he failed to consult him regarding Posey's right to sell; that the transfer from Mingo to his daughter must be recognized as a gift, and that the gift was coupled with a condition which did not make it absolute; that the title to the property therefore never passed from Mingo to his daughter, consequently the "attempted transfer" from Mrs. Posey's husband to Howard conferred no right to the property, and that Howard could not claim any right to it as an innocent purchaser because he knew that Mingo had owned and controlled the property through his tenant.

Upon a motion for rehearing the Commission reviewed the evidence, and while adhering generally to its findings previously made, it rendered another decision June 2, 1902, modifying its former decision and awarding to Carrie Mingo the E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and the NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of said sec. 33, containing 30 acres, and the remainder of the land, 90 acres, to Rebecca Howard, the contestee, basing its action upon the conclusion that the witnesses in the case were mistaken when they stated that the land in controversy contained extensive cultivated tracts embracing two fields and a house; that they were evidently testifying about improved land located east of the land in controversy, and as the Commission's improvement plat shows that the only improvement on the land in controversy is 4 or 5 acres in cultivation, part of a field extending on adjacent land. It considered the contestant entitled to have only the above-described 30 acres, "which includes all of her improvements referred to."

The case having been remanded to the Commission to the Five Civilized Tribes by your Office for further testimony, it, after the testimony was taken, rendered another decision, January 23, 1903, adhering to its decision of June 2, 1902, in which it stated that some testimony was introduced to the effect that Joseph Mingo had a house on the NW. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of the land in controversy, but a resurvey fails to show any improvements whatever on said tract.

March 6, 1903, the decision of your Office, from which an appeal by Rebecca Howard brings the case here, was rendered, awarding the entire tract to Carrie Mingo, in which it is stated that it was well understood by Jack Howard that the land in controversy was held by Joseph Mingo as a part of the selection for allotment for the members of his family; that while it is true that only a portion of the land was improved and inclosed by a fence, it is also true that Howard did not claim any of the land by reason of its being public domain; that he recognized the right of ownership therein on the part of Mingo when he recognized the title of Frank Posey's wife thereto by reason of the gift from her father, and he so recognized such title that he contracted to and did pay \$150 therefor; that it appears Mingo gave this land to his daughter for the sole purpose of her filing thereon, and that he never gave it to her absolutely; that his was such a gift as he had a right to recall when his daughter failed to comply with the conditions of the gift, and that he recalled it as early as October 24, 1899, when he made application to have the land set apart to his daughter Carrie Mingo; that Posey had no right to dispose of this land to Howard; that Howard purchased the land from Posey without the consent of Mingo or without consulting him when he was fully aware of the ownership of said Mingo.

The Acting Commissioner held that if Carrie Mingo is entitled to any part of the land in controversy she is entitled to all of it, and, on the other hand, if Howard acquired any part of said property by purchase from Posey he acquired it all; that the fact that a portion of this land was not under fence or under cultivation does not make it public domain so far as Howard or his wife are concerned; that it did not require fences or cultivation or buildings to take this entire tract out of the public domain so far as Howard was concerned; that the circumstances surrounding the sale to him were of such a nature as should have put him upon his inquiry to determine by what right or authority Posey sold said land to him.

While the Department agrees with the conclusion reached in the decision of the Acting Commissioner that the decision of the Commission to the Five Civilized Tribes attempting to divide said land so as to give the contestant 30 acres and the contestee 90 acres was erroneous, it does not concur in the conclusion that the contestant is entitled to the land. Possession of land in the Creek Nation in 1898 and 1899 was prima facie proof of ownership. As Mingo gave to Posey and his wife all the right he had in the land—the possessory right—and directed his tenant Reynolds to attorn to Posey as his landlord and Reynolds did so recognize Posey and made a contract with him in regard to the land and raised a crop under such contract in 1899, and as Mingo never attempted to control the land after surrendering it to Posey and never afterwards gave any direction about it prior to the sale by Posey to Howard, Howard

must be held to be an innocent purchaser without notice of any qualification in the gift to Posey and his wife by Mingo and is entitled to protection. The Department therefore reverses your decision and awards the land to Rebecca Howard.

CREEK No. 597.

DEER v. SAWYER.

CONFLICTING EVIDENCE.—Where the Commissioner of Indian Affairs considered it somewhat difficult, under the evidence in the case, to determine just what disposition to make of the appeal to his Office, and modified the decision of the Commission to the Five Civilized Tribes, the Department remanded the case for further hearing.

Acting Secretary Ryan to the Commissioner of Indian Affairs (May 16, 1903, I. T. D., 4320—1903).

The Department has considered the Creek land-contest case of Moses Deer, for his wife, Ellen Deer, v. Polly Sawyer, guardian of Amanda Sawyer, involving the N. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of sec. 23, T. 10 N., R. 9 E., on appeal from the decision of your Office of March 19, 1903, modifying the decision of the Commission to the Five Civilized Tribes in favor of Deer, and awarding the N. $\frac{1}{2}$ of the tract to Sawyer and the S. $\frac{1}{2}$ to Deer.

Both parties to this case are full-blood Creek Indians.

Attention is called to a slight error in the decision, which may have materially influenced your Office in rendering such decision. It was not Polly Sawyer who made the allotment for Amanda Sawyer in 1901, and the statements attributed to her in the Acting Commissioner's decision, at that time, but Hokusky Berryhill. While finding as above mentioned, the Acting Commissioner stated that:

It is somewhat difficult under the evidence in this case for the Office to determine just what disposition to make of this appeal.

Apparently the land awarded to Ellen Deer by your Office she is entitled to, but the Department is in doubt as to whom the N. $\frac{1}{2}$ of the tract in controversy should be awarded, both parties claiming to have acquired possessory right to this tract from the former occupant, who has 16 acres of broken land thereon under fence.

So much depends on how and when the alleged transfer took place, and the testimony is so vague, particularly as to the time as to Amanda Sawyer's claim under such alleged transfer, that it is deemed advisable to remand the case for further hearing and readjudication by the Commission to the Five Civilized Tribes.

DIGEST.

ADJOINING OWNERS.

See Possession.

AGREEMENT.

See Practice.

ALLOTMENT.

No certificate of selection having been issued to contestee for the land in controversy, his selection for allotment was not confirmed by section 6 of the Creek agreement, approved March 1, 1901. (*Jobe v. Rentie*, p. 145.)

APPEAL.

See Notice.

The appeal having been filed after the expiration of the time allowed by the Rules of Practice for filing appeals, will not be entertained. (*Garrett v. Sango*, p. 142. *Garrett v. Walcott*, p. 152.)

A party who fails to appeal from a decision of the Commissioner of Indian Affairs within the time prescribed by the Rules of Practice loses his right of appeal to the Department. (*Chissoe v. Davis*, p. 147.)

ATTORNEY.

Where a party to a contest is represented by counsel, notice of a decision will not be binding upon him unless served on his attorney of record. (*Beams v. Taylor*, p. 153.)

BURDEN OF PROOF.

See Possession.

The contestant having been in possession of the land in controversy on the date of contestee's filing, his right to the land is thereby rendered superior to the claim of the contestee, unless the latter can show some valid agreement whereby he was placed in possession of the land, and this he must show if his contention is to prevail. (*Drew v. Canard*, p. 140.)

COMPLAINT.

Hearing on. (*See* Reservation.)

CONFIRMATION OF ALLOTMENT.

See Allotment.

CONSOLIDATION OF CONTESTS.

See Practice.

CONTEST.

See Practice.

Who may institute? (*See* Guardians.)

Delay in filing. (*See* Notice.)

CONFLICTING EVIDENCE.

Where the evidence in the case was conflicting and the Commission to the Five Civilized Tribes had an opportunity to see and hear the parties and their witnesses, its decision on the question of fact involved, which decision was affirmed by the Commissioner of Indian Affairs, would not be disturbed by the Department. (*Cherry v. Smith*, p. 154.)

Where the Commissioner of Indian Affairs considered it somewhat difficult, under the evidence in the case, to determine just what disposition to make of the appeal to his Office, and modified the decision of the Commission to the Five Civilized Tribes, the Department remanded the case for further hearing.

DECISION.

Notice of. (*See* Attorney.)

ESTOPPEL.

Contestant who was not a party to a prior contest involving a part of his holdings, and had no notice of the contest, is not estopped from instituting a contest against the successful party to the prior contest. (*Escoe v. Farmer*, p. 148.)

EVIDENCE.

Evidence that contestant removed his improvements from the land after it had been filed on by the contestee is not sufficient to warrant a conclusion that the land belonged to the contestee. (*Franklin v. Franklin*, p. 141.)

FORTY-ACRE TRACT.

Division of. (*See* Improvements.)

GIFT.

See Innocent Purchaser.

GOVERNMENT SURVEY.

See Possession.

GUARDIANS.

Under section 4 of the Creek agreement approved March 1, 1901, the legal guardian of a minor who has a citizen mother living is authorized to institute a contest for lands belonging to his ward. (*Davison v. Walker*, p. 150.)

IMPROVEMENTS.

See Possession.

Removal of. *See* Evidence.

The owner of the improvements on the land in controversy made a verbal transfer of her interest therein to the contestant prior to contestee's filing. *Held*, that contestant was entitled to the land. (*Jobe v. Rentie*, p. 145.)

There is nothing to prevent the Commission to the Five Civilized Tribes from dividing a 40-acre tract between two parties who own improvements on the same 40. (*Tobler v. Sorus*, p. 150.)

INNOCENT PURCHASER.

Contestant's husband gave the land in controversy to his daughter to be selected as a part of her allotment, and instructed the tenants on the land to pay the rent to her. She sold her interest in the land to contestee for a valuable consideration and selected her allotment elsewhere. Contestant's husband again claimed the land because his daughter had not complied with the condition of his gift. *Held*, that possession of land in the Creek Nation in 1898 and 1899 was prima facie proof of ownership and that contestee, having purchased from the party in possession without notice of any qualification in the gift to her, was an innocent purchaser and entitled to protection. (*Mingo v. Howard*, p. 155.)

IRREGULAR HOLDINGS.

See Possession.

LACHES.

See Notice.

NEW TRIAL.

See Rehearing.

NOTICE.

Contestee's filing was made without notice, upon improved land under fence, and in possession of another citizen entitled to file thereon. *Held*, that delay in filing a contest could not prejudice contestant's right to take the land in allotment. (*Davison v. Walker*, p. 150.)

Notice of a decision will not be presumed to defeat the right of appeal. It must affirmatively appear of record. (*Beams v. Taylor*, p. 153.)

NOTICE OF DECISION.

See Attorney, Notice.

POSSESSION.

See Burden of Proof, Innocent Purchaser.

It appearing upon a reexamination of the record that contestant and his family personally improved and occupied a portion of the land in controversy prior to and at the time of contestee's filing, the portion so improved and occupied was awarded to him. As to the remainder of the tract in controversy, the Department adhered to its former decision awarding the same to the contestee, the testimony being too uncertain, vague, and contradictory to warrant a finding that contestant was in possession of the same at the time of contestee's filing. (*Lester v. Smith*, p. 139.)

Upon review of the complete record in the case, the Department finds that the record fails to show that contestant was in possession of the land in controversy on the date of contestee's filing. It therefore adheres to its former ruling, awarding the land to the contestee. (*Sookey v. Smith*, p. 140.)

Contestant having failed to establish the ownership or possession of the tract of land in contest has no valid right of action. (*Perryman v. Haikey*, p. 142.)

Because the holdings of the parties to a contest involving lands belonging to both do not conform to the survey lines is no reason for awarding to one party lands lawfully in possession of another. (*Escoe v. Farmer*, p. 148.)

Both parties being in possession of portions of the land in controversy, it was held that each should be awarded the land in his possession, as nearly as may be, so as to conform to the Government survey. (*Escoe v. Farmer*, p. 148.)

Both parties were in possession of the land in controversy, but their respective holdings did not conform to the Government survey. *Held*, that each party should be awarded the land in his possession, as nearly as may be, so as to conform to the survey of the land. (*Brown v. Tuttle*, p. 149.)

PRACTICE.

Rights lost by a previous contest can not be revived by the institution of a new contest. (*Garrett v. Walcott*, p. 152.)

Where it seems impossible to separate the claims of parties to two or more allotment contests without considering the land involved in all the contests, the Commission to the Five Civilized Tribes is authorized, without notice to the parties, to consolidate the cases for the purpose of rendering a decision. (*Quabner v. Greenleaf*, p. 144.)

The Commission to the Five Civilized Tribes has authority to ignore any stipulation or agreement made by the parties to an allotment contest regarding the disposition of the contest. - (*Quabner v. Greenleaf*, p. 144.)

PUBLIC DOMAIN.

See Unimproved Lands.

QUESTIONS OF FACT.

See Conflicting Evidence.

REHEARING.

A motion for rehearing will not be granted where it appears that two of the persons who made affidavits in support of the motion were witnesses at the trial and were fully examined regarding an oral transaction, it appearing that the transaction was not reduced to writing and that the witnesses could not possibly produce any further evidence than that which they then possessed. (*Franklin v. Franklin*, p. 141.)

A motion for rehearing filed after the time allowed by Rule 28 of the Rules of Practice, and which fails to give any reason why the rule should be modified, will be denied. (*Chissee v. Davis*, p. 147.)

Where the motion for rehearing presented no new facts, or laws, not previously considered, and the contestant had frequently violated the rules of practice requiring motions to be filed within a certain time, the Department refused to exercise the right to suspend the rules, and declined to grant the motion. (*Garrett v. Walcott*, p. 152.)

REVIEW.

See Possession.

RE-REVIEW.

A motion for re-review which does not present facts not previously discussed or involved in the case, and calls attention to no law not previously considered, will be denied. (*Lester v. Smith*, p. 139-146.)

A motion for re-review filed out of time, and which does not present facts not previously discussed or involved in the case, and calls attention to no law not previously considered, will be denied. (*Sookey v. Smith*, p. 140.)

RESERVATIONS.

Lands included in a reservation made in accordance with the Cherokee agreement, act of July 1, 1902, are not subject to allotment, and a hearing on an allotment contest complaint involving lands within the reservation should be denied. (*Griffith v. M. E. Church South et al.*, p. 155.)

RULES OF PRACTICE.

Violation of. (*See Rehearing.*)

Right to suspend. (*See Rehearing.*)

Rule 10 of the Rules of Practice abrogated, and Rules 11 to 29, inclusive, and Rule 31, amended. (*Sorrell v. Vance et al.*, p. 148.)

SELECTION.

Certificate of. (*See Allotment.*)

STIPULATION.

See Practice.

UNIMPROVED LANDS.

A portion of the land in controversy was unimproved and uninclosed at the time of contestee's filing. Both parties claimed the improvements on the remainder of the controverted tract, and claimed the entire tract by reason of these improvements. *Held*, that as neither party claimed the unimproved land as public domain, the entire tract should be awarded to the party found to be the owner of the improvements. (*Mingo v. Howard*, p. 155.)

VERBAL TRANSFER OF IMPROVEMENTS.

See Improvements.

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APPENDIX NO. 7.

Statement showing the disposition of allotment contest cases appealed from the decisions of the Commission to the Five Civilized Tribes and finally disposed of during the fiscal year ended June 30, 1903.

No.	Title.	Decided by Commission.	Action of Commissioner of Indian Affairs.	Action of Secretary of the Interior.	Case closed.
Creek, 263.	Dilsie Franklin v. Stephen Franklin.	Feb. 10, 1902	Reversed Mar. 22, 1902.	Decision of Commissioner of Indian Affairs reversed and decision of Commission affirmed Apr. 30, 1902. Motion for rehearing denied Aug. 24, 1902.	Aug. 27, 1902
Creek, 260.	John Drew v. Sam Canard.	Mar. 19, 1902	Affirmed May 6, 1902.	Affirmed July 16, 1902.	Do.
Creek, 326.	George R. Perryman v. Ben Haikay.	Apr. 24, 1902	Affirmed June 12, 1902.	Affirmed Aug. 1, 1902.	Sept. 3, 1902
Creek, 211.	Charles W. Garrett v. Morris Sango.	June 2, 1900	Affirmed July 28, 1900. Motion for rehearing denied Mar. 29, 1902.	Affirmed July 28, 1902.	Sept. 9, 1902
Creek, 216.	Charles W. Garrett v. Lulu Walcott.	June 1, 1900	Affirmed Aug. 25, 1900. Motion for rehearing denied Mar. 27, 1902.	Affirmed Aug. 11, 1902.	Do.
Creek, 491.	James Quabner v. Annie Greenleaf.	May 12, 1902	Affirmed July 2, 1902.	Affirmed Aug. 29, 1902.	Sept. 23, 1902
Creek, 268.	Zamon Lester v. Louvina Smith.	Dec. 2, 1901	Affirmed Apr. 10, 1902.	Affirmed May 16, 1902. Decision May 16, 1902, modified on motion for review July 8, 1903. Motion for re-review denied Sept. 6, 1902.	Sept. 25, 1902
Creek, 527.	Charles W. Garrett v. Peggy and Lewis Woodward.	July 12, 1902	Affirmed Sept. 16, 1902.	No further appeal....	Oct. 10, 1902
Creek, 306.	Peggy Woodward v. Willie Harjo.	.....do.....	Affirmed Sept. 20, 1902.	.....do.....	Oct. 13, 1902
Creek, 315.	Louis Jobe v. Warrior Rentie.	May 12, 1902	Affirmed June 14, 1902.	Affirmed Sept. 6, 1902.	Do.
Creek, 436.	Cæsar A. Morrison v. Dinah Fields.	July 14, 1902	Affirmed Sept. 16, 1902.	No further appeal....	Do.
Creek, 342.	John Tecumseh v. Chaney Wallas.	July 15, 1902	Affirmed Sept. 18, 1902.	.....do.....	Oct. 22, 1902
Creek, 252.	Sam Chissoe v. John Davis.	Feb. 17, 1902	Affirmed Apr. 2, 1902.	Affirmed Oct. 2, 1902.	Oct. 29, 1902
Creek, 267.	Wylie Sookev v. Louvina Smith.	Dec. 3, 1901	Appeal dismissed May 2, 1902.	Decision of Commission affirmed June 2, 1902. Motion for review denied July 9, 1902. Motion for re-review denied Sept. 27, 1902.	Nov. 5, 1902
Creek, 273.	Wylie T. Escoe v. Nathan K. Farmer.	May 15, 1902	Affirmed June 30, 1902.	Modified Sept. 13, 1902. Further modified on motion for rehearing Nov. 17, 1902.	Dec. 27, 1902
Creek, 419.	Cecil Grayson v. Dillard Smith.	Oct. 3, 1902	Affirmed Nov. 28, 1902.	No further appeal....	Dec. 30, 1902
Creek, 375.	Sallie Tobler v. Millie Sorus, alias Sears.	.....do.....	.....do.....	Affirmed Jan. 13, 1903.	Feb. 11, 1903

Statement showing the disposition of allotment contest cases appealed from the decisions of the Commission to the Five Civilized Tribes and finally disposed of during the fiscal year ended June 30, 1903—Continued.

No.	Title.	Decided by Commission.	Action of Commissioner of Indian Affairs.	Action of Secretary of the Interior.	Case closed.
Creek, 372.	William Wolf v. Ellen Bradberry.	Nov. 21, 1902	Affirmed Jan. 9, 1903.	No further appeal	Feb. 13, 1903
Creek, 524.	Charles W. Garrett v. Morris Sango.	May 12, 1902	Reversed and remanded for hearing July 2, 1902.	.....do	Feb. 18, 1903
Creek, 355.	J. P. Davison v. Emma Walker.	July 17, 1902	Reversed Dec. 3, 1902.	Decision of Commissioner of Indian Affairs affirmed Jan. 22, 1903.	Feb. 25, 1903
Creek, 541.	Pearl Powell v. Willie McGilbray.	Nov. 24, 1902	Affirmed Jan. 9, 1903.	No further appeal	Do.
Creek, 499.	Puss Tucker v. Bob Daniels.	Dec. 12, 1902	Affirmed Feb. 4, 1903.	.....do	Mar. 4, 1903
Creek, 523.	Charles W. Garrett v. Lulu Walcott.	May 12, 1902	Appeal dismissed June 28, 1902.	Decision of Commissioner of Indian Affairs approved Aug. 11, 1902.	Mar. 6, 1903
Creek, 439.	Julia Brown v. Mary Ann Tuttle.	Aug. 2, 1902	Modified Sept. 29, 1902.	Again modified Nov. 17, 1902.	Mar. 20, 1903
		Jan. 28, 1903			
Creek, 420.	Grant Perryman v. Isaac Newman.	July 14, 1902	Remanded for further hearing Sept. 20, 1902.	No further appeal	Mar. 31, 1903
		Jan. 23, 1903	Affirmed Mar. 13, 1903.	.....do	
Creek, 564.	Aurora Collins v. James L. Brown.	Jan. 15, 1903	Affirmed Mar. 12, 1903.	No further appeal	Apr. 10, 1903
Creek, 515.	Susan Cherry v. Sarah Smith.	Nov. 24, 1902	Affirmed Jan. 10, 1903.	Affirmed Apr. 16, 1903.	May 12, 1903
		June 2, 1902	Reversed and remanded for new trial July 7, 1902.	Commissioner of Indian Affairs reversed May 13, 1903.	June 5, 1903
Creek, 219.	Lou Mingo v. Rebecca Howard.	Jan. 23, 1903	Reversed Mar. 6, 1903.	.....do	

APPENDIX NO. 8.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
Muskogee, Ind. T., March 30, 1901.

The following regulations governing the recognition of agents and attorneys before the Commission to the Five Civilized Tribes and land offices established by said Commission, approved by the Secretary of the Interior, March 26, 1901, are promulgated for the information and guidance of all concerned.

By order of the Commission.

TAMS BIXBY, *Acting Chairman.*

REGULATIONS GOVERNING THE RECOGNITION OF AGENTS AND ATTORNEYS BEFORE THE COMMISSION TO THE FIVE CIVILIZED TRIBES AND LAND OFFICES ESTABLISHED BY SAID COMMISSION.

1. Any attorney at law who desires to represent claimants before the Commission to the Five Civilized Tribes, or any land office established by said Commission, shall file a certificate of the clerk of the United States, State, or Territorial court the territorial jurisdiction of which includes such attorney's place of residence, duly authenticated under the seal of the court, that he is an attorney in good standing.

2. Any person (not an attorney at law) who desires to appear as agent for claimants before the Commission to the Five Civilized Tribes or before any land office established by the Commission must file a certificate from a judge of the United States, State, or Territorial court the territorial jurisdiction of which includes such person's place of residence, duly authenticated under the seal of the court, that such person is of good moral character and in good repute, possessed of the necessary qualifications to enable him to render claimants valuable service and otherwise competent to advise and assist them in the presentation of their claims.

3. The Commission may demand additional proof of qualifications of attorneys and agents, and may decline to recognize any attorney or agent applying to represent claimants when the interests of claimants or of the public will be thereby subserved.

4. The oath of allegiance required by section 3478 of the United States Revised Statutes must also be filed.

5. In case of a firm the names of the individuals composing the firm must be given, and a certificate and oath as to each member of the firm will be required.

6. An applicant for admission to practice under the above regulations must address a letter to the Commission inclosing the certificate and oath above required, in which letter his full name and post-office address must be given. He must state whether or not he has ever been recognized as attorney or agent before the Interior Department or any bureau thereof, and if so, whether he has ever been suspended or disbarred from practice.

7. Whenever an attorney or agent is charged with improper practices in connection with any matter before said Commission or any land office established by said Commission, the Commission will investigate the charge, giving the attorney or agent due notice, together with a statement of the charge against him, and allow him an opportunity to be heard in the premises. When the investigation shall have been concluded all the papers will be forwarded to the Secretary of the Interior with a statement of the facts and such recommendation as to disbarment from practice as the Commission may deem proper, for the consideration of the Secretary of the Interior. During the investigation the attorney or agent may be suspended from practice by the Commission if the charges are grave and the probability of their truth is great.

8. If any attorney or agent in good standing before the Commission shall knowingly employ as subagent a person not authorized to practice before the Commission, it will be sufficient reason for the disbarment of the former.

RULE 7. If the person to be personally served is an infant or a person of unsound mind, service shall be made by delivering a copy of the notice and summons 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 selection for such infant or person. And if the contestee is a prisoner, convict, aged and infirm person, or soldier or sailor of the United States on duty outside of the Indian Territory, service shall be made as herein otherwise provided, and a copy of the notice and summons shall also be served on the person who made the selection for such prisoner, convict, aged and infirm person, soldier, or sailor.

RULE 8. Personal service may be executed by any officer or person.

RULE 9. Notice may be given by publication only when it is shown by affidavit presented on behalf 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, or that the person to be served is a nonresident of Indian Territory, or that the heirs of a deceased allottee against whom the contest is brought are unknown. The affidavit must also state the present post-office address of the person intended to be served if it is known to the affiant, and must show what effort has been made to obtain personal service.

NOTICE BY PUBLICATION.

RULE 10. Notice by publication shall be made by advertising at least once a week for four successive weeks in some newspaper published in the nation where the land in contest lies. The first insertion shall be at least thirty days prior to the day fixed for the hearing.

RULE 11. Where notice is given by publication, a copy of the notice shall, at least thirty days before the day fixed for the hearing, be mailed by registered letter to each person to be notified at the last address, if any, given by him, as shown by the records of the Commission, and to him at his present address named in the affidavit for publication required by rule 9, if such present address is stated in such affidavit and is different from his record address. If there be no such record address, and if no present address is named in the affidavit for publication, then a copy of the notice shall be so mailed to him at the post-office nearest to the land. A copy of the notice shall also be posted in the land office where the contest is pending for a period of at least thirty days before the day fixed for the hearing, and still another copy thereof shall be posted in a conspicuous place on the land for at least two weeks prior to the day fixed for the hearing.

PROOF OF SERVICE OF NOTICE OF CONTEST AND SUMMONS.

RULE 12. Proof of personal service of notice of contest and summons 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 13. Where service is by publication, the proof of service shall be a copy of the advertisement, with the affidavit of the publisher or foreman attached thereto, showing that the same was successively inserted the requisite number of times and the date thereof. Proof of service by mail and by posting a copy of the notice on the land shall be the affidavit of the person who mailed the notice, with the post-office receipt for the registered letter attached thereto, and the affidavit of the person who posted the notice on the land.

DISMISSALS.

RULE 14. Cases will be called for trial on the day and at the hour fixed for the hearing, and if the contestant makes no appearance the case will be dismissed for want of prosecution, in which event written notice of such action, by personal service or registered letter, shall be given by the Commission to the parties in interest or their attorneys.

CONTINUANCES.

RULE 15. A postponement of a hearing to a day to be fixed by the Commission may, for a valid reason, be allowed on the day of trial; and when the continuance is asked for on account of the absence of material witnesses, the party asking for the continuance shall file an affidavit 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 each absent witness.

- (c) The facts to which they would testify if present.
- (d) The materiality of the evidence.
- (e) The exercise of proper diligence to procure the attendance of the 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 16. No continuance shall be granted on account of the absence of witnesses when the opposing party shall admit that the witnesses would, if present, testify to the statements set out in the motion for a continuance.

TRIALS.

RULE 17. 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 facts within their knowledge requisite to a correct conclusion of any point connected with the case.

RULE 18. Due opportunity will be allowed opposing parties, or their counsel, to confront and cross-examine the witnesses introduced by either party.

RULE 19. Upon the day originally set for hearing and upon any day to which the trial may be continued the testimony of all the witnesses present shall be taken and reduced to writing. When testimony is taken in shorthand the stenographer's notes must be written out and the written testimony then and there subscribed by the witness and attested by the officer before whom the same is taken, unless the parties, or their counsel, shall, by stipulation in writing, agree that the transcript of the stenographer's notes, duly verified, shall be considered the testimony of the witnesses with the same force and effect as if it had been signed by the witnesses.

REINSTATEMENT, REHEARING, AND REVIEW.

RULE 20. Motions for reinstatement, after dismissal, as provided in rule 14, and for rehearing or review, must be filed within twenty days from service of notice of the final order or decision in case of personal service of said notice, and within thirty days in case of service of said notice by registered letter, said motion first having been served on the opposite party or his attorney, either personally or by registered letter. The party on whom the motion is served will be allowed the same length of time after service of motion in which to file a reply, service thereof first having been had on the opposite party, or his attorney, either personally or by registered letter.

RULE 21. Motions for rehearing or review must be accompanied by an affidavit of the party or his attorney to the effect that the motion is made in good faith and not for the purpose of delay.

RULE 22. In case of failure to file a motion to reinstate or for rehearing or review within the time prescribed by rule 20 the case will be regularly closed.

PROOF OF SERVICE OF MOTIONS, REPLIES, ETC.

RULE 23. Proof of personal service of motions, replies, etc., shall be the same as that required by rule 12. Proof of service of motions, replies, etc., by registered letter shall be the affidavit of the person who mailed the letter, with the post-office receipt therefor attached, and said affidavit shall state that the letter for which the receipt was given contained a copy of the original motion, etc., as the case may be. And in all cases of service by registered letter the time allowed for filing motions, replies, etc., shall begin to run from the date of the post-office receipt for said letter.

WITNESSES.

RULE 24. All costs incident to the attendance of witnesses in proceedings in allotment contest cases shall be paid by the respective parties to the contest by whose request they have been subpoenaed.

APPEALS TO THE INDIAN OFFICE AND THE DEPARTMENT.

RULE 25. Appeals from the final order 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 twenty days will be allowed for appeal and argument from date of service of notice of the decision in case of personal service, and thirty days in case of service by registered letter. All appeals and arguments must be served on the opposite party, or his attorney of record, either personally or by registered letter, within the time allowed for appeal, and appellee shall have the same length

of time after service of appeal and argument in which to file a reply and to serve the same or a copy thereof on the appellant or his attorney of record. When an appeal is considered defective the party or his attorney will be notified of the defect, and if not amended within fifteen days from the date of service of such notice the appeal may be dismissed by the officer to whom the appeal is taken. All appeals and arguments and replies thereto must be filed with the Commission for transmission to the officer to whom the appeal is taken. Notice of all decisions must be served upon the attorney of record, and time will begin to run from such notice.

MOTIONS FOR REHEARINGS AND REVIEWS.

RULE 26. Motions for rehearing or for review of decisions of the Indian Office or of the Department, and replies thereto, must be served and filed with the Commission, as provided in rule 20.

APPENDIX NO. 9.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
Muskogee, Ind. T., March 17, 1903.

The following rules of practice in Choctaw, Chickasaw, and Cherokee allotment contest cases, approved by the Department January 27, 1903, and March 9, 1903, are hereby promulgated for the information and guidance of all concerned.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES.
TAMS BIXBY, *Chairman.*

RULES OF PRACTICE.

INITIATION OF CONTESTS.

RULE 1. Contests may be initiated by or on behalf of an adverse claimant against any party by or for whom a selection of land has been made in the Choctaw, Chickasaw, or Cherokee nations for any sufficient cause affecting the right of possession of the land in controversy, by selecting the same land, and by filing a complaint with the Commission to the Five Civilized Tribes at the land office in the nation in which the land lies.

RULE 2. When the allottee is deceased the contest shall be brought against the heirs of such deceased allottee, and the complaint shall state the names of all the heirs. If the heirs, or any of them, are nonresidents of Indian Territory, or unknown, the complaint shall set forth the fact and be corroborated with respect thereto by the affidavit of one or more persons.

RULE 3. 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, the date when, and for whom the contestant selected said land.
- (d) It must make party contestee the person who, by himself or through another, originally selected the land in controversy, and state the date of such selection and by whom made.
- (e) If the contestee is an infant or a person of unsound mind the complaint shall so state, and shall also state the name of the guardian of such infant or person of unsound mind, if there be one, and if there be none the complaint shall state the name of the person having the infant or person of unsound mind in charge.
- (f) It must set forth the facts which constitute the grounds of contest.
- (g) It must be duly verified.

NOTICE OF CONTEST.

RULE 4. At least thirty days' notice shall be given of all hearings before the Commission, unless by written consent an earlier day shall be agreed upon.

RULE 5. Notice of contest and summons must be made upon the blanks prepared and supplied by the Commission, and must give a description of the land involved, state the time and place of the hearing, and, except in cases of notice by publication, have a copy of the complaint attached.

SERVICE.

RULE 6. 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 9, and shall consist in the delivery of a copy of the notice and summons to each of the contestees.

9. It will also be sufficient cause for disbarment that any attorney is incompetent, disreputable, or that he refuses to comply with the rules and regulations of the Commission, or that he, with intent to defraud, in any manner deceives, misleads, or threatens any claimant by word, circular, letter, or advertisement.

10. These rules shall be applicable to attorneys or agents employed, or seeking employment, by individuals, a tribe, or any body of Indians or freedmen.

11. Rule 30 of the Rules of Practice prescribed by the Commission and approved by the Secretary of the Interior July 18, 1899, is hereby rescinded.

Approved:

E. A. HITCHCOCK, *Secretary.*

EXHIBIT No. 11.

Allotment deed.

Creek Freedman Roll, No. 4238.

THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.

To all whom these presents shall come, greeting:

Whereas by the act of Congress approved March 1, 1901 (31 Stats., 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) tribe of Indians in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

Whereas it was provided by said act of Congress that each citizen shall select, or have selected for him, from his allotment forty acres of land as a homestead, for which he shall have a separate deed; and

Whereas the said Commission to the Five Civilized Tribes has certified that the land hereinafter described has been selected by or on behalf of Daniel Ross, a citizen of said tribe, as an allotment, exclusive of a forty-acre homestead, as aforesaid,

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, have granted and conveyed and by these presents do grant and convey unto the said Daniel Ross all right, title, and interest of the Muskogee (Creek) Nation and of all other citizens of said nation in and to the following-described land, viz: The east half of the northwest quarter and the northwest quarter of the northwest quarter of section thirty-three (33), township ten (10) north, and range seventeen (17) east, of the Indian base and meridian, in Indian Territory, containing one hundred and twenty (120) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to all provisions of said act of Congress relating to appraisement and valuation and to the provisions of the act of Congress approved June 30, 1902 (Public—No. 200).

In witness whereof I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed this — day of —, A. D. 190—.

Principal Chief of the Muskogee (Creek) Nation.

Department of the Interior.

Approved _____, 190—.
_____, *Secretary.*

EXHIBIT No. 12.

Homestead deed.

Creek Freedman Roll, No. 4238.

THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.

To all whom these presents shall come, greeting:

Whereas by the act of Congress approved March 1, 1901 (31 Stats., 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) tribe of Indians in Indian Territory, except as therein provided,

should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

Whereas it was provided by said act of Congress that each citizen shall select, or have selected for him, from his allotment forty acres of land as a homestead, for which he shall have a separate deed; and

Whereas the said Commission to the Five Civilized Tribes has certified that the land hereinafter described has been selected by or on behalf of Daniel Ross, a citizen of said tribe, as a homestead,

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, have granted and conveyed and by these presents do grant and convey unto the said Daniel Ross all right, title, and interest of the Muskogee (Creek) Nation and of all other citizens of said nation in and to the following-described land, viz: The southwest quarter of the northwest quarter of section thirty-three (33), township ten (10) north, and range seventeen (17) east, of the Indian base and meridian, in Indian Territory, containing forty (40) acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the conditions provided by said act of Congress and which conditions are that said land shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years; and subject, also, to provisions of said act of Congress relating to the use, devise, and descent of said land after the death of the said Daniel Ross; and subject, also, to all provisions of said act of Congress relating to appraisalment and valuation and to the provisions of the act of Congress approved June 30, 1902 (Public—No. 200).

In witness whereof I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed this — day of —, A. D. 190—.

Principal Chief of the Muskogee (Creek) Nation.

Department of the Interior,

Approved _____, 190—.

_____, Secretary.

EXHIBIT No. 13.

Deed to heirs.

Creek Freedman Roll, No. 4232.

THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.

To all whom these presents shall come, greeting:

Whereas by the act of Congress approved March 1, 1901 (31 Stats., 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) tribe of Indians in Indian Territory, except as herein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

Whereas it was provided by said act of Congress that if a citizen of said tribe has died before receiving his allotment of lands the lands to which he would be entitled if living shall descend to his heirs and be allotted and distributed to them; and

Whereas the Commission to the Five Civilized Tribes has found that Isaac Tucker, a citizen of said tribe, died before receiving one hundred and sixty (160) acres of land to which he would be entitled if living, and has allotted the land hereinafter described to the heirs of the said Isaac Tucker,

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, have granted and conveyed and by these presents do grant and convey unto the said heirs of Isaac Tucker, deceased, all right, title, and interest of the Muskogee (Creek) Nation and of all other citizens of said nation in and to the following-described land, viz: The southwest quarter of section nine (9), township fifteen (15) north, and range eleven (11) east, of the Indian base and meridian, in Indian Territory, containing one hundred and sixty (160) acres, more or less, as the case may be, according to the United States survey thereof, subject,

however, to the provisions of said act of Congress and to the provisions of the act of Congress approved June 30, 1902 (Public—No. 200).

In witness whereof, I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed this _____ day of _____, A. D. 190—.

_____,
Principal Chief of the Muskogee (Creek) Nation.

Department of the Interior.

Approved _____, 190—,
_____, Secretary.

EXHIBIT No. 15.

Roll No. 617.	No. 1.
DEPARTMENT OF THE INTERIOR,	
COMMISSION TO THE FIVE CIVILIZED TRIBES,	
CHEROKEE LAND OFFICE.	
Admit W. W. Hastings.	
Not transferable.	
P. G. Reuter, <i>Clerk in Charge.</i>	
TAMS BIXBY, <i>Chairman.</i>	

EXHIBIT No. 16.

Application No. _____.

Duplicate.

Department of the Interior—Commission to the Five Civilized Tribes—Cherokee enrollment office.

VINITA, I. T., March 12, A. D. 1903.

To the clerk in charge of the Cherokee land office:

This is to certify that the names of the following persons

Roll number.	Card number.	Name.	Relationship to person first named.	Age.
9337	3874	Percy L. Walker .....	.....	53

all appear upon the records of the Commission to the Five Civilized Tribes as citizens of the Cherokee Nation.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES,
_____, *Chairman.*

_____, *Clerk in Charge.*

EXHIBIT No. 17.

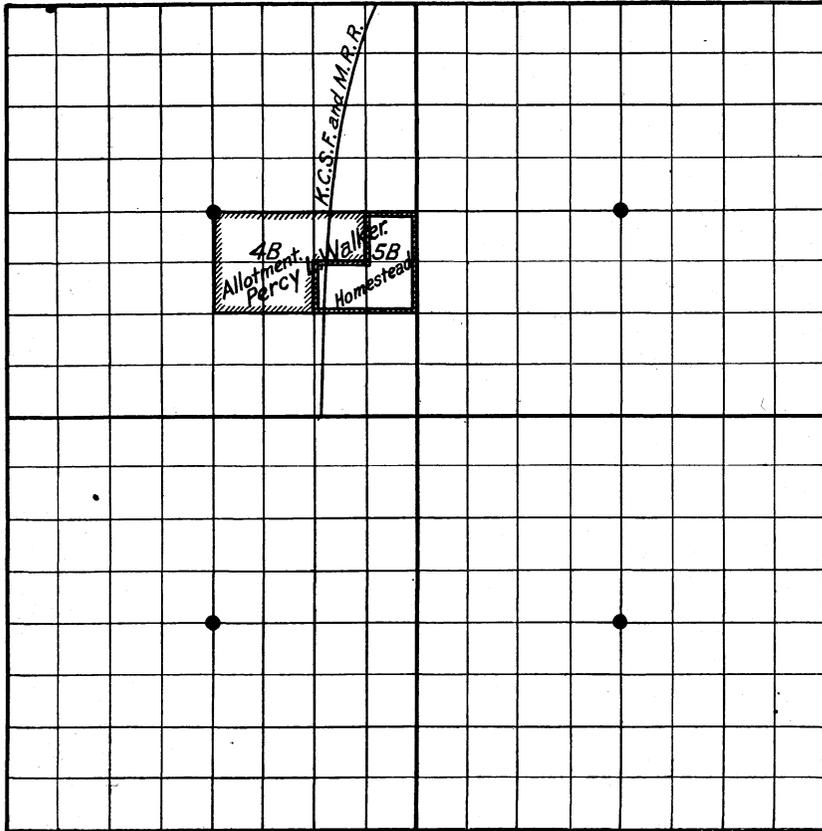
DEPARTMENT OF THE INTERIOR.

Commission to the Five Civilized Tribes.

CHEROKEE LAND OFFICE.

Township No. 27 N.,
Sec. 22.

Range No. 22 E.
Sec. 23.



Sec. 27.

Sec. 26.

NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, less 1.53 acres
K. C., F. S. and M. R. R. right of way, of
sec. 22, T. 27 N., R. 22 E. 8.47 acres.
NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 22, T. 27 N., R.
22 E. 40 acres.

E. $\frac{1}{2}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 22, T. 27
N., R. 22 E. 20 acres.
SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, less 1.52 acres
K. C., F. S. and M. R. R. right of way, of
sec. 22, T. 27 N., R. 22 E. 8.48 acres.

EXHIBIT No. 18.

Department of the Interior—Commission to the Five Civilized Tribes—Cherokee land office.

APPLICATION FOR ALLOTMENT AND HOMESTEAD.

I, Percy L. Walker, do hereby make application to have set apart to me lands selected by me as follows:

Roll number.	Name.	Relation-ship to person first named.	Subdivision of—					Valuation.		Certificate number.	Homestead.					Valuation.		Certificate number.								
			Sec.	Town.	Rge.	Acres.	100ths.	Dols.	Cts.		Sec.	Town.	Rge.	Acres.	100ths.	Dols.	Cts.									
9337	Percy L. Walker..	NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, less 1.53 acres K. C., F. S. and M. R. R. right of way, of..... NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of.....					22	27	22	8	47	} 193 88	2924	E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of..... SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, less 1.52 acres K. C., F. S. and M. R. R. right of way, of..					22	27	22	20	} 113 92	2491
			22	27	22	8	40																		

I, Percy L. Walker, do solemnly swear that I have in person actually been upon the lands so selected by me for myself, as above described, and am fully informed as to the location of the same, and the character of the soil, and that I have in good faith selected such lands and will accept the same in allotment for myself, and that no part of said lands is lawfully held by any other citizen of the Cherokee Nation.

PERCY L. WALKER.

Subscribed and sworn to before me at Vinita, Indian Territory, this 12th day of March, A. D. 1903.

[SEAL.]

SAMUEL FOREMAN, *Notary Public.*

EXHIBIT No. 19.

Department of the Interior—Commission to the Five Civilized Tribes—Cherokee land office.

VINITA, INDIAN TERRITORY, *March 12, 1903.*

TESTIMONY OF PERCY L. WALKER IN THE MATTER OF THE APPLICATION FOR ALLOTMENT AND HOMESTEAD ON THE REVERSE SIDE HEREOF.

Q. What is your name?—A. Percy L. Walker.

Q. What is your post-office address?—A. Ogeechee, I. T.

Q. Have you ever been enrolled or recognized as a citizen of the Choctaw, Chickasaw, Creek, or Seminole Nation?—A. No.

Q. Have you received or applied for an allotment of land in the Choctaw, Chickasaw, Creek, or Seminole Nation?—A. No.

Q. Are there any improvements on the land you have selected for yourself?—A. Yes.

Q. What do the improvements consist of?—A. A house, a barn; all is fenced; about sixty acres in cultivation; twenty acres meadow.

Q. Who is the owner of these improvements?—A. I am.

Q. Does anyone else claim this land or any part of it?—A. No.

Q. Are there any churches, schoolhouses, or burial grounds on this land?—A. No.

Q. Is that portion of the land which you have designated as a homestead suitable for a home?—A. Yes.

PERCY L. WALKER.

Witnesses to mark:

INDIAN TERRITORY, *Northern District.*

I, the undersigned, a notary public in and for said district, do certify that the foregoing statements of Percy L. Walker were reduced to writing in his presence, and were read to and subscribed by him in my presence at the time and place and in the matter mentioned in the caption, he having been first sworn by me that the testimony he should give in the matter should be the truth, the whole truth, and nothing but the truth.

Given under my hand and official seal this twelfth day of March, 1903.

SAMUEL FOREMAN, *Notary Public.*

EXHIBIT No. 21.

Name, Percy L. Walker,
Post-office, Ogeechee, I. T.

TRACT BOOK _____, PAGE _____.

Allotment Certificate Mailed, _____.
Homestead Certificate Mailed, _____.

Roll No.	Subdivision of—	Sec.	T.	R.	Acres.	100ths.	Dols.	Cts.	Certif-icate No.	Homestead.	Sec.	T.	R.	Acres.	100ths.	Dols.	Cts.	Certif-icate No.	
9837	NW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, less 1.58 acres K. C., F. S. & M. R. R. right of way, of..... NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of	22	27	22	8	47	198	88	2924	E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of.....	22	27	22	20	00				
		22	27	22	40	00				SW. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$, less 1.52 acres K. C., F. S. & M. R. R. right of way, of.....	22	27	22	8	48					113	92	2491

MARCH 12, 1903.

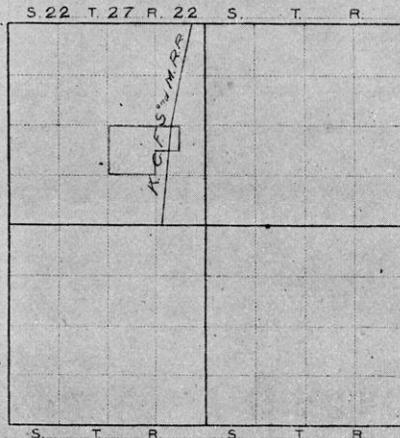
DEPARTMENT OF THE INTERIOR

Commission to the Five Civilized Tribes.

Roll Number
Cherokee Roll / Freedmen Roll
9337

Certificate of Allotment.

Certificate
No 2924



CHEROKEE LAND OFFICE

Yunita J. T. March 12, 1903
This certifies that *Percy L. Walker*
has this day filed his selection of the following described
land, viz:

SUB-DIVISION OF	SECTION	TOWN	RANGE
<i>NW 1/4 of NE 1/4 of SE 1/4 Sec 15 22</i>	<i>22</i>	<i>27</i>	<i>22</i>
<i>N. C. F. S. R. R. right of way of</i>	<i>22</i>	<i>27</i>	<i>22</i>
<i>NW 1/4 of SE 1/4 of</i>			

*containing 48.47 acres more or less as the case may be according
to the United States survey thereof. Total appraised value of
land described in this certificate \$ 193.88*

This certificate is not transferable

Commission to the five Civilized Tribes.

Chairman

DEPARTMENT OF THE INTERIOR
Commission to the Five Civilized Tribes.

Roll Number
Cherokee Roll *9337* Freedmen Roll

Certificate of Homestead Allotment. Certificate No. *2491*

CHEROKEE LAND OFFICE

Vinita I. T. March 12, 1903

This certifies that *Percy L. Walker* has this day selected the following described land, as
" **HOMESTEAD**, viz:

SUB-DIVISION OF	SECTION	TOWN	RANGE
<i>E 1/4 of NE 1/4 of SE 1/4 of</i>	<i>22</i>	<i>27</i>	<i>22</i>
<i>S 1/4 of NE 1/4 of SE 1/4 of</i>			
<i>N. C. R. R. and M. R. R. right of way of</i>	<i>22</i>	<i>27</i>	<i>22</i>

containing 28.48 acres more or less as the case may be according to the United States survey thereof. Total appraised value of land described in this certificate \$ 113.92

This certificate is not transferable *Commission to the five Civilized Tribes.*

Chairman

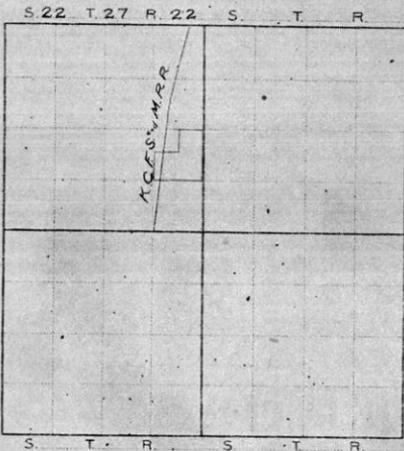


EXHIBIT No. 24.

126.

No. 10041.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Choctaw Nation.

To the Allotment Clerk, Choctaw Land Office:

This is to certify that the name of John Smith (represented by himself) appears upon the roll of citizens by blood of the Choctaw Nation approved by the Secretary of the Interior, No. 2749, and as such citizen is entitled to an allotment of the lands of the Choctaw and Chickasaw nations equal in value to \$1,041.28.

TAMS BIXBY, Chairman.

Atoka, Ind. Ter., Feby. 2d, 1903.

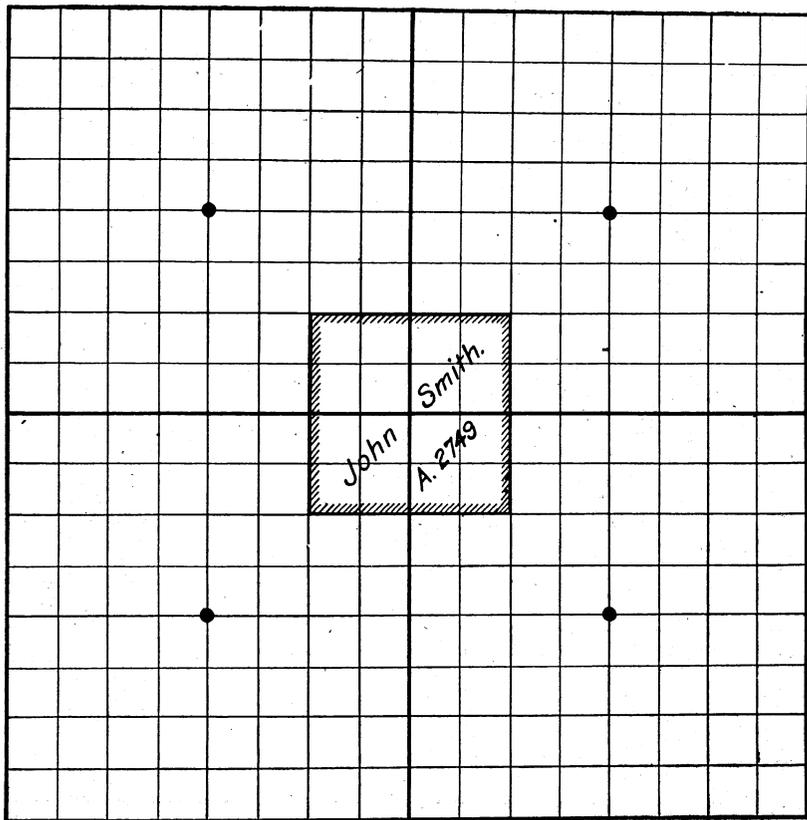
DEPARTMENT OF THE INTERIOR.

Commission to the Five Civilized Tribes.

CHOCTAW NATION.

Township No. 5 N
Sec. 4.

Range No. 17 E.
Sec. 3.



Sec. 9.

Sec. 10.

152.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Citizens by blood and intermarriage.—Choctaw Nation.

ATOKA, INDIAN TERRITORY, *Feb'y. 2d, 1903.*

TESTIMONY OF JOHN SMITH IN THE MATTER OF THE ALLOTMENT OF THE LANDS OF THE CHOCTAWS AND CHICKASAWS TO JOHN SMITH.

JOHN SMITH, being first duly sworn, testifies as follows:

Q. What is your name?—A. John Smith.

Q. What is your post-office address?—A. Haileyville, Ind. Ter.

Q. For whom are you making this application?—A. For myself.

Q. Was the person for whom this application is made living on September 25th, 1902?—A. Yes.

Q. Is he living now?—A. Yes.

Q. Has the person for whom you make this application received or applied for an allotment of land in the Creek, Cherokee, or Seminole Nation?—A. No, sir.

Q. How do you represent this person?—A. I am applying for myself.

Application is made for the following-described land:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100	Dolls.	Cts.	
Homestead: Choctaw by blood.	2749	SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$	3	5 N.	17 E..	40	00	130	00	15000
		SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	4	5 N.	17 E..	40	00	130	00	
		NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$	9	5 N.	17 E..	40	00	130	00	
		NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$	10	5 N.	17 E..	40	00	130	00	
		Application is made for the following-described land exclusive of the homestead designated:								
		Total appraised value.....						520	00	

Q. Have you been upon these lands and examined them with a view to making this selection?—A. Yes.

Q. Are you fully informed as to the location of the same and the character of the soil?—A. Yes.

Q. Are there any improvements on these lands?—A. Yes, sir.

Q. What do the improvements consist of?—A. My dwelling house, a barn, two sheds; seventy acres in cultivation; balance is pasture land; scattering timber, and all under fence.

Q. Who is the owner of these improvements?—A. I am the owner of all the improvements; but Aleck Jackson, a Choctaw freedman, whose post-office is Haileyville, I. T., claims to be the owner of the improvements—a fence on the SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 3, T. 5 N., R. 17 E.

Q. Have you obtained permission of Aleck Jackson to select the land on which his improvements are located?—A. No, sir; the improvements are mine. I put them there.

Q. Does anyone else claim these lands or any part of them?—A. No, sir; except the claim of Aleck Jackson, as above stated.

Q. Are there any tribal schools, churches, court-houses, jails, or other tribal public buildings located on these lands?—A. No.

Q. Is that portion of the land which you have designated as a homestead suitable for a home?—A. Yes.

Q. Do you accept the above-described land in allotment of the lands of the Choctaws and Chickasaws?—A. Yes.

JOHN SMITH.

Witnesses to mark:

INDIAN TERRITORY, *Central District:*

I, the undersigned, a notary public in and for said district, do certify that the foregoing statements of John Smith were reduced to writing in his presence and were read to and subscribed by him in my presence at the time and place and in the matter mentioned in the caption, he having been first sworn by me that the testimony he should give in the matter should be the truth, the whole truth, and nothing but the truth.

Given under my hand and official seal this 2d day of February, 1903.

[NOTARIAL SEAL.]

JOHN DOE, *Notary Public.*

126.

No. 10011.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Choctaw Nation.

To the Enrollment Clerk, Chickasaw Land Office:

You are hereby notified that a citizenship certificate has this day been issued at the Choctaw land office to John Smith (represented by himself), whose name appears upon the roll of citizens by blood of the Choctaw Nation approved by the Secretary of the Interior, No. 2749.

TAMS BIXBY, *Chairman.*

Atoka, Ind. Ter., Feb. 2d, 1903.

146.

DAILY REPORT.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Citizens by blood and intermarriage.—Choctaw Nation.

To the Allotment Clerk, Chickasaw Land Office:

You are hereby notified that the following-described lands in the Choctaw Nation have this day been allotted to John Smith:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100	Dolls.	Cts.	
Homestead: Choctaw by blood.	}2749	{SW. ¼ of SW. ¼	3	5 N.	17 E..	40	00	130	00	} 15000
		{SE. ¼ of SE. ¼	4	5 N.	17 E..	40	00	130	00	
		{NE. ¼ of NE. ¼	9	5 N.	17 E..	40	00	130	00	
		{NW. ¼ of NW. ¼	10	5 N.	17 E..	40	00	130	00	
Land allotted ex- clusive of home- stead:										
		Total						520	00	

TAMS BIXBY, *Chairman.*

Atoka, Ind. Ter., Feby. 2d, 1903.

146.

DAILY REPORT.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Citizens by blood and intermarriage.—Choctaw Nation.

To the Commission to the Five Civilized Tribes, Muskogee, Indian Territory.

You are hereby notified that the following-described lands in the Choctaw Nation have this day been allotted to John Smith:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100ths.	Dolls.	Cts.	
Homestead:										
Choctaw by blood.	2749	{ SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$	3	5 N..	17 E..	40	00	130	00	} 15000
		{ SE. $\frac{1}{4}$ of SE. $\frac{1}{4}$	4	5 N..	17 E..	40	00	130	00	
		{ NE. $\frac{1}{4}$ of NE. $\frac{1}{4}$	9	5 N..	17 E..	40	00	130	00	
		{ NW. $\frac{1}{4}$ of NW. $\frac{1}{4}$	10	5 N..	17 E..	40	00	130	00	
Land allotted exclusive of homestead.										
		Total						520	00	

TAMS BIXBY, *Chairman.*

Atoka, Ind. Ter., Feby. 2d, 1903.

171.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Chickasaw Land Office.

TISHOMINGO, INDIAN TERRITORY, *February 19th, 1903.*

To the Allotment Clerk:

This is to certify that citizenship certificate No. 10041 (Choctaw) was issued to John Smith on February 2d, 1903, whose name appears as No. 2749, approved roll of Choctaws by blood.

JAMES R. WILSON, *Roll Clerk.*

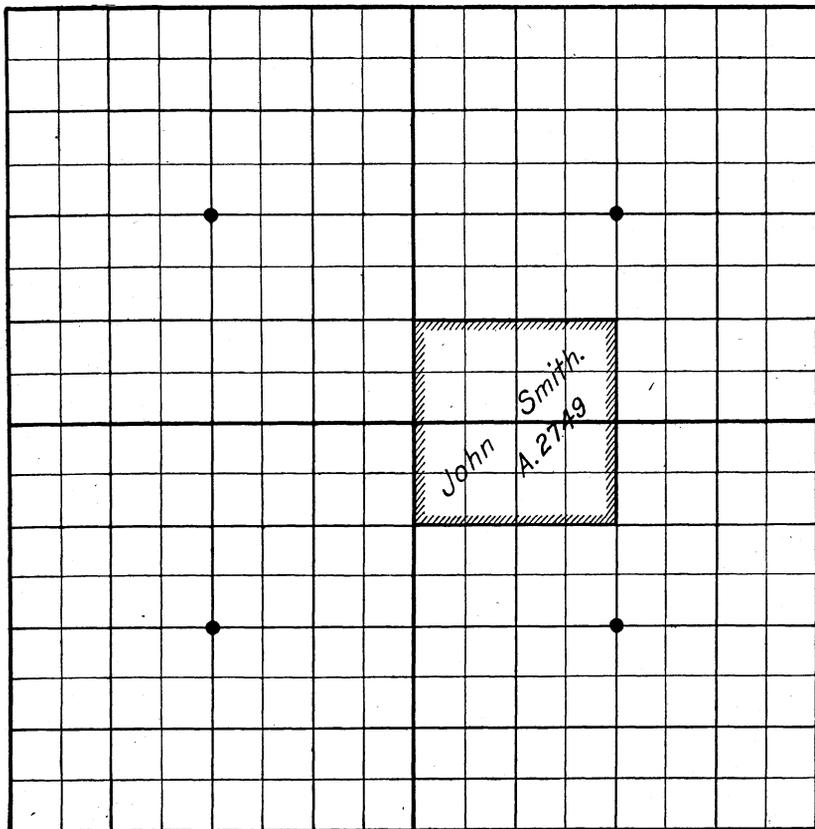
DEPARTMENT OF THE INTERIOR.

Commission to the Five Civilized Tribes.

CHICKASAW NATION.

*Township No. 4 N.,
Sec. 2.*

*Range No. 1 E.
Sec. 1.*



Sec. 11.

Sec. 12.

155.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Citizens by blood and intermarriage.—Chickasaw Nation.

TISHOMINGO, INDIAN TERRITORY, *Feb'y. 19, 1903.*

TESTIMONY OF JOHN SMITH IN THE MATTER OF THE ALLOTMENT OF THE LANDS OF THE CHOCTAWS AND CHICKASAWS TO JOHN SMITH.

JOHN SMITH, being first duly sworn, testifies as follows:

Q. What is your name?—A. John Smith.

Q. What is your post-office address?—A. Haileyville, Ind. Ter.

Q. For whom are you making this application?—A. For myself.

Q. Was the person for whom this application is made living on September 25th, 1902?—A. Yes.

Q. Is he living now?—A. Yes.

Q. Has the person for whom you make this application received or applied for an allotment of land in the Creek, Cherokee, or Seminole Nation?—A. No, sir.

Q. How do you represent this person?—A. I am making this application for myself.

Application is made for the following-described land:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100ths.	Dolls.	Cts.	
Homestead: Choctaw by blood.	2749	-----								
Application is made for the following- described land, exclusive of the homestead desig- nated.		S. $\frac{1}{4}$ of SW. $\frac{1}{4}$	1	4 N ..	1 E ...	80	00	260	00	} 15000
		N. $\frac{1}{4}$ of NW. $\frac{1}{4}$	12	4 N ..	1 E ...	80	00	260	00	
		Total appraised value.	-----						\$520		00

Q. Have you been upon these lands and examined them with a view to making this selection?—A. Yes, sir.

Q. Are you fully informed as to the location of the same and the character of the soil?—A. Yes, sir.

Q. Are there any improvements on these lands?—A. No.

Q. What do the improvements consist of?—A. There are none; it is public domain.

Q. Does any one else claim these lands or any part of them?—A. No, sir.

Q. Are there any tribal schools, churches, court-houses, jails, or other tribal public buildings located on these lands?—A. No, sir.

Q. Do you accept the above-described land in allotment of the lands of the Choctaws and Chickasaws?—A. Yes.

JOHN SMITH.

Witnesses to mark:

INDIAN TERRITORY, *Southern District.*

I, the undersigned, a notary public in and for said district, do certify that the foregoing statements of John Smith were reduced to writing in his presence and were read to and subscribed by him in my presence at the time and place and in the matter mentioned in the caption, he having been first sworn by me that the testimony he should give in the matter should be the truth, the whole truth, and nothing but the truth.

Given under my hand and official seal this 19th day of February, 1903.

[NOTARIAL SEAL.]

JOHN DOE, *Notary Public.*

149.

DAILY REPORT.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Citizens by blood and intermarriage.—Chickasaw Nation.

To the Allotment Clerk, Choctaw Land Office:

You are hereby notified that the following-described lands in the Chickasaw Nation have this day been allotted to John Smith:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100ths.	Dolls.	Cts.	
Homestead: Choctaw by blood.	2749	-----								
Land allotted exclusive of homestead.		S. 1/4 of SW. 1/4	1	4 N.	1 E.	80	00	260	00	} 15000
		N. 1/4 of NW. 1/4	12	4 N.	1 E.	80	00	260	00	
		Total						520	00	

TAMS BIXBY, Chairman.

Tishomingo, Ind. Ter., Feby. 19, 1903.

149.

DAILY REPORT.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Citizens by blood and intermarriage.—Chickasaw Nation.

To the Commission to the Five Civilized Tribes, Muskogee, Indian Territory:

You are hereby notified that the following-described lands in the Chickasaw Nation have this day been allotted to John Smith:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100ths.	Dolls.	Cts.	
Homestead: Choctaw by blood.	2749	-----								
Land allotted, exclusive of homestead.		S. 1/4 of SW. 1/4	1	4 N.	1 E.	80	00	260	00	} 15000
		N. 1/4 of NW. 1/4	12	4 N.	1 E.	80	00	260	00	
		Total						520	00	

TAMS BIXBY, Chairman.

Tishomingo, Ind. Ter., Feby. 19, 1903.

180.

No. 1372.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Choctaw Nation.

To the Allotment Clerk, Choctaw Land Office:

This is to certify that the name of Aleck Jackson (represented by himself) appears upon the roll of Choctaw freedmen, approved by the Secretary of the Interior, No. 289, and as such freedman is entitled to an allotment of the lands of the Choctaw and Chickasaw nations equal in value to \$130.16.

TAMS BIXBY, Chairman.

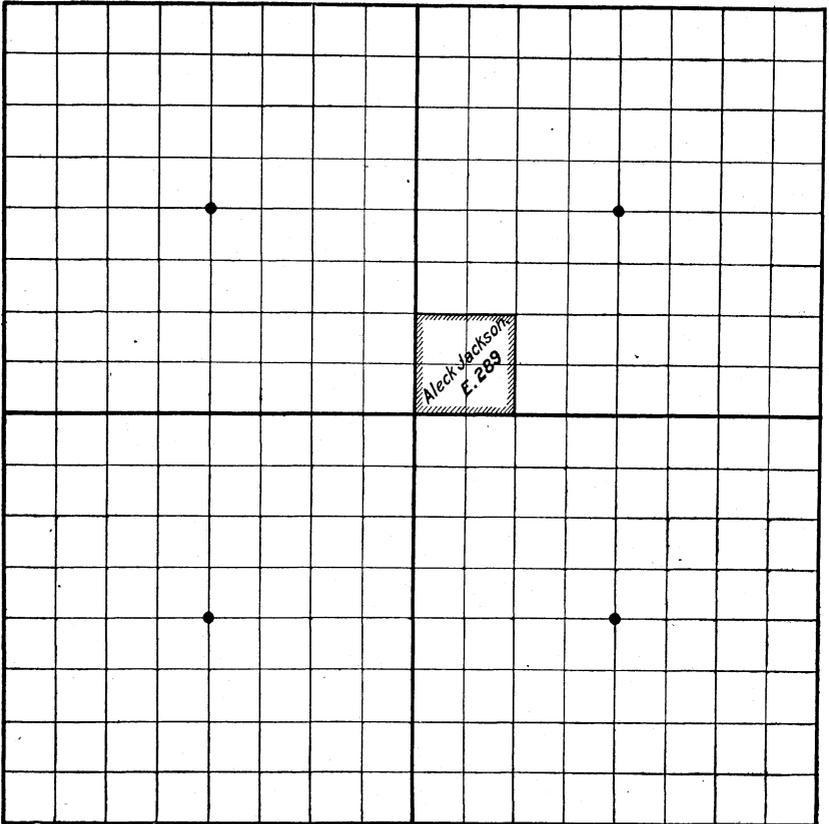
Atoka, Ind. Ter., April 1, 1903.

REPORT OF THE SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR.

Commission to the Five Civilized Tribes.

CHOCTAW NATION.

Township No. 5 N.,
Sec. 4.Range No. 17 E.
Sec. 3.

Sec. 9.

Sec. 10.

153.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Freedmen.—Choctaw Nation.—Contest.

ATOKA, INDIAN TERRITORY, April 1, 1903.

TESTIMONY OF ALECK JACKSON IN THE MATTER OF THE ALLOTMENT OF THE LANDS OF THE CHOCTAWS AND CHICKASAWS TO ALECK JACKSON.

ALECK JACKSON, being first duly sworn, testifies as follows:

- Q. What is your name?—A. Aleck Jackson.
 Q. What is your post-office address?—A. Haileyville, Ind. Ter.
 Q. For whom are you making this application?—A. For myself.

Q. Was the person for whom this application is made living on September 25th, 1902?—A. Yes.

Q. Is he living now?—A. Yes.

Q. Has the person for whom you make this application received or applied for an allotment of land in the Creek, Cherokee, or Seminole Nation?—A. No, sir.

Q. How do you represent this person?—A. I am applying for myself.
Application is made for the following-described land as an allotment:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100	Dolls.	Cts.	
Choctaw freedman.	289	SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$	3	5 N.	17 E.	40	00	130	00	.....

Contest.—Land applied for was filed on by John Smith, Choctaw roll by blood, 2749, Feby. 2d, 1903.

Q. Have you been upon this land and examined it with a view to making this selection?—A. Yes, sir.

Q. Are you fully informed as to the location of the same and the character of the soil?—A. Yes, sir.

Q. Are there any improvements on this land?—A. Yes, sir.

Q. What do the improvements consist of?—A. A fence, enclosing pasture land; scattering timber.

Q. Who is the owner of these improvements?—A. I am; I bought them from a noncitizen, but John Smith, a Choctaw citizen, whose post-office is Haileyville, I. T., claims he owns them.

Q. Have you obtained permission of John Smith to select the land on which his improvements are located?—A. No, sir.

Q. Does anyone else claim this land or any part of it?—A. John Smith claims it by reason of his improvements.

Q. Are there any tribal schools, churches, court-houses, jails, or other tribal public buildings located on this land?—A. No, sir.

Q. Do you accept the above-described land in allotment of the lands of the Choctaws and Chickasaws?—A. Yes.

ALECK JACKSON.

Witnesses to mark:

INDIAN TERRITORY, *Central District.*

I, the undersigned, a notary public in and for said district, do certify that the foregoing statements of Aleck Jackson were reduced to writing in his presence and were read to and subscribed by him in my presence at the time and place and in the matter mentioned in the caption, he having been first sworn by me that the testimony he should give in the matter should be the truth, the whole truth, and nothing but the truth.

Given under my hand and official seal this 1st day of April, 1903.

[NOTARIAL SEAL.]

RICHARD ROE, *Notary Public.*

41.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Choctaw land office.

ATOKA, INDIAN TERRITORY, *April 1st, 1903.*

To Aleck Jackson:

You are hereby notified that the tract of land described as SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, sec. 3, twp. 5 N., R. 17 E., this day applied for by you as an allotment of the lands of the Choctaw Nation for yourself, was, on the 2d day of February, 1903, filed on by John Smith (a Choctaw citizen by blood), of Haileyville, Ind. Ter., and that it will be necessary for you to institute a contest therefor on or before the 2d day of November, 1903, for the purpose of determining your right to allot the same.

COMMISSION TO THE FIVE CIVILIZED TRIBES.
HENRY S. VANCE, *Allotment Clerk.*

41.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Choctaw land office.

ATOKA, INDIAN TERRITORY, *April 1st, 1903.*

You are hereby notified that the tract of land, described as SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$, sec. 3, twp. 5 N., R. 17 E., this day applied for by you as an allotment of the lands of the Choctaw Nation for yourself, was, on the 2d day of February, 1903, filed on by John Smith (a Choctaw citizen by blood), of Haileyville, Ind. Ter., and that it will be necessary for you to institute a contest therefor on or before the 2d day of November, 1903, for the purpose of determining your right to allot the same.

Service of the foregoing notice is hereby accepted.

ALECK JACKSON.

Witnesses:

130.

No. 1372.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Choctaw Nation.

To the Enrollment Clerk, Chickasaw Land Office:

You are hereby notified that a citizenship certificate has this day been issued at the Choctaw land office to Aleck Jackson (represented by himself), whose name appears upon the roll of Choctaw freedmen approved by the Secretary of the Interior, No. 289.

TAMS BIXBY, *Chairman.*

Atoka, Ind. Ter., April 1, 1903.

147.

DAILY REPORT.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Freedmen.—Choctaw Nation.—Contest.

To the Allotment Clerk, Chickasaw Land Office:

You are hereby notified that the following-described lands in the Choctaw Nation have this day been applied for by Aleck Jackson:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100.	Dolls.	Cts.	
Choctaw freedman.	289	SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$	3	5 N	17 E	40	00	130	00	.....

Contest.—Land applied for was filed on by John Smith, Choctaw roll by blood 2749, Feby. 2d, 1903.

Atoka, Ind. Ter., April 1, 1903.

TAMS BIXBY, *Chairman.*

147.

DAILY REPORT.

Department of the Interior—Commission to the Five Civilized Tribes.—In the matter of the allotment of the lands of the Choctaws and Chickasaws.—Freedmen.—Choctaw Nation.—Contest.

To the Commission to the Five Civilized Tribes, Muskogee, Indian Territory:

You are hereby notified that the following-described lands in the Choctaw Nation have this day been applied for by Aleck Jackson:

Roll.	No.	Subdivision.	Sec.	Town.	Range.	Area.		Appraised value.		Certif. No.
						Acres.	100	Dolls.	Cts.	
Choctaw freedman.	289	SW. ¼ of SW. ¼.....	3	5N	17 E	40	00	130	00	.....

Contest.—Land applied for was filed on by John Smith, Choctaw roll by blood 2749, Feby. 2d, 1903.

TAMS BIXBY, *Chairman.*

Atoka, Ind. Ter., April 1, 1903.

24.

Department of the Interior—Commission to the Five Civilized Tribes.

CONTEST OF ALLOTMENT.

ALECK JACKSON, Contestant, }
 vs. } Complaint.
 JOHN SMITH, Contestee. }

The contestant, Aleck Jackson, states that he is 41 years of age and a freedman of the Choctaw Nation; that on the 1st day of April, 1903, he made application to the Commission to the Five Civilized Tribes at the Choctaw land office to take in allotment for himself the SW. ¼ of the SW. ¼ of sec. 3, Twp. 5 N., R. 17 E., and it appeared of record that on the 2d day of February, 1903, the said tract of land was selected by John Smith for himself.

The contestant further states that he is the owner of the improvements on the above-described tract of land; that he has been for eleven months past the actual and lawful occupant of such lands, and that he acquired such improvements by purchase from a noncitizen white man, who erected the same when in lawful possession of the land under a lease made with a citizen of the Choctaw Nation.

Wherefore contestant prays that he be permitted to take in allotment the tract of land herein described.

GRAY and GREEN, *Counsel for Contestant.*

Aleck Jackson says that he believes the statements contained in the foregoing complaint are true.

ALECK JACKSON.

Witnesses to mark:

Subscribed and sworn to before me this 1st day of April, 1903.

_____, *Notary Public.*

27.

NOTICE OF CONTEST AND SUMMONS.

Department of the Interior—Commission to the Five Civilized Tribes.—Choctaw allotment office.

The Commission to the Five Civilized Tribes to John Smith:

You are hereby commanded and summoned to appear before this Commission on the 10th day of April, 1903, at 9 o'clock a. m., at its office in the town of Atoka, Indian Territory, to answer to a complaint filed against you by Aleck Jackson, wherein the said Aleck Jackson contests your right to select as an allotment for yourself the SW. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 3, Twp. 5 N., R. 17 E., Choctaw 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, a copy of which is hereto attached.

Issued by the Commission to the Five Civilized Tribes at Atoka, Indian Territory, this 3d day of April, A. D. 1903.

TAMS BIXBY, *Chairman.*

I, Henry Johnson, do solemnly swear that I am 27 years of age, and that on the 4th day of April, 1903, in the Choctaw Nation, Indian Territory, I served the within notice, together with a copy of the complaint on the within-named John Smith, by then and there delivering a true copy of the same to said John Smith.

HENRY JOHNSON.

Subscribed and sworn to before me this 4th day of April, 1903.

[NOTARIAL SEAL.]

JOHN DOE, *Notary Public.*

Department of the Interior—Commission to the Five Civilized Tribes.

MUSKOGEE, INDIAN TERRITORY, *June 1, 1903.*

COMMISSIONER IN CHARGE, CHOCTAW LAND OFFICE,
Atoka, Indian Territory.

DEAR SIR: You are hereby advised that on May 1, 1903, the Commission rendered a decision in the Choctaw allotment contest case of Aleck Jackson, Choctaw freedmen roll No. 289, vs. John Smith, Choctaw roll by blood No. 2749, awarding the land in controversy, the southwest quarter of the southwest quarter of section 3, township 5 north, range 17 east, to the contestee, John Smith.

No appeal having been taken from such decision, you are instructed to conform the records of your office to this information.

Respectfully,

TAMS BIXBY, *Chairman.*

Department of the Interior—Commission to the Five Civilized Tribes.

MUSKOGEE, INDIAN TERRITORY, *June 1, 1903.*

COMMISSIONER IN CHARGE CHICKASAW LAND OFFICE,
Tishomingo, Indian Territory.

DEAR SIR: You are hereby advised that on May 1, 1903, the Commission rendered a decision in the Choctaw allotment contest case of Aleck Jackson, Choctaw freedman, roll No. 289, vs. John Smith, Choctaw by blood, roll No. 2749, awarding the land in controversy, the southwest quarter of the southwest quarter of section 3, township 5 north, range 17 east, to the contestee, John Smith.

No appeal having been taken from such decision, you are instructed to conform the records of your office to this information.

Respectfully,

TAMS BIXBY, *Chairman.*

Department of the Interior—Commission to the Five Civilized Tribes.

MUSKOGEE, INDIAN TERRITORY, *June 1, 1903.*

CHOCTAW-CHICKASAW ALLOTMENT DIVISION,

Muskogee, Indian Territory.

GENTLEMEN: You are hereby advised that on May 1, 1903, the Commission rendered a decision in the Choctaw allotment contest case of Aleck Jackson, Choctaw freedman, roll No. 289, vs. John Smith, Choctaw by blood, roll No. 2749, awarding the land in controversy, the southwest quarter of the southwest quarter of section 3, township 5 north, range 17 east, to the contestee, John Smith.

No appeal having been taken from such decision, you are instructed to conform the records of your office to this information.

Respectfully,

TAMS BIXBY, *Chairman.*

189

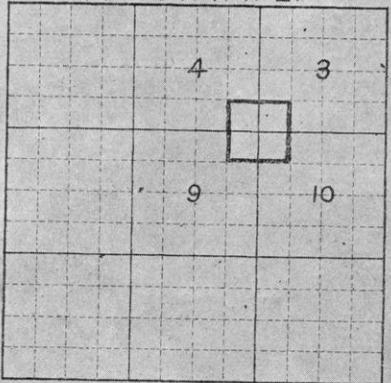
Roll No. *Choctaw by blood.* - 2749 -
 TWP. 5 N. R 17 E.

Homestead Certificate.

Certificate No. 15000
 Choctaw Land Office.
 February 2d, 1903

COMMISSION TO THE FIVE CIVILIZED TRIBES.

In the matter of the allotment of the lands of the CHOCTAWS and CHICKASAWS.
CITIZENS BY BLOOD AND INTERMARRIAGE.



This Certifies that John Smith has this day been allotted as a homestead of the following described land, viz:

SUBDIVISION	SEC.	TOWN	RANGE	ACRES	100
<i>S.W. 1/4 of S.W. 1/4 of</i>	3	5N.	17E.	40	00
<i>S.E. 1/4 of S.E. 1/4 of</i>	4	5N.	17E.	40	00
<i>N.E. 1/4 of N.E. 1/4 of</i>	9	5N.	17E.	40	00
<i>N.W. 1/4 of N.W. 1/4 of</i>	10	5N.	17E.	40	00

of the Indian base and meridian, containing 160 acres more or less as the case may be, according to the United States survey thereof.
 Total appraised value of the land described in this certificate: \$520.⁰⁰
 COMMISSION TO THE FIVE CIVILIZED TRIBES.

CHOCTAW NATION.

THIS CERTIFICATE IS NOT TRANSFERABLE.

[Signature]
 CHAIRMAN

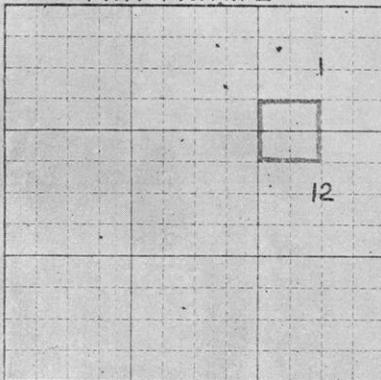
Roll

Choctaw by blood.

No.

-2749-

TWP. 4 N. R. 1 E

**CHICKASAW NATION.**

THIS CERTIFICATE IS NOT TRANSFERABLE.

Allotment Certificate.

DEPARTMENT OF THE INTERIOR.

COMMISSION TO THE FIVE CIVILIZED TRIBES

In the matter of the allotment of the lands of the CHOCTAWS and CHICKASAWS.

CITIZENS BY BLOOD AND INTERMARRIAGE.

Certificate

No. 15000

Chickasaw Land Office.

February, 19th, 1903.

This Certifies that John Smith has this day been allotted the following described land, exclusive of a homestead, viz:

SUBDIVISION	SEC.	TOWN	RANGE	ACRES	100
S. 1/2 of S. W. 1/4 of	1	47.	1 E.	80.00	
N. 1/2 of N. W. 1/4 of	12	47.	1 E.	80.00	

of the Indian base and meridian, containing 160 acres more or less, as the case may be, according to the United States survey thereof.

Total appraised value of the land described in this certificate:

\$520.⁰⁰

COMMISSION TO THE FIVE CIVILIZED TRIBES.

CHAIRMAN.

Department of the Interior—Commission to the Five Civilized Tribes.

ALLOTMENT LEDGER.

Choctaws and Chickasaws by blood and intermarriage, act of July 1, 1902. (32 Stats., 641.) John Smith, Choctaw by blood, roll No. 2749.

Date.				Certificate number.	Patent number.	Amount.	Date.			Amount.	
Day.	Mo.	Year.					Day.	Mo.	Year.		
2	2	1903	Choctaw home-	15000	\$520.00	Value of allotment.	\$1,041.28
19	2	1903	stead. Chickasaw allotment.	15000	.....	520.00	.....	.....	.....

Department of the Interior—Commission to the Five Civilized Tribes.

ALLOTMENT LEDGER.

Choctaw and Chickasaw freedmen, act of July 1, 1902. (32 Stats., 641.) Aleck Jackson, Choctaw freedman, roll No. 289.

Date.				Certificate number.	Patent number.	Amount.	Date.			Amount.	
Day.	Mo.	Year.					Day.	Mo.	Year.		
1	4	1903	Choctaw allotment.	.....	.....	\$130.00	.....	.....	.....	Value of allotment.	\$130.16
							1	5	1903	By judgment in Choctaw contest, Aleck Jackson vs. John Smith.	130.00

EXHIBIT No. 25.

	1903.				
	First quarter.	Second quarter.	Third quarter.	Fourth quarter.	Total.
Salaries of Commissioners	\$5,000.00	\$5,000.00	\$4,597.27	\$5,000.00	\$19,597.27
Salaries of employees	53,613.27	56,438.36	49,094.69	32,894.70	192,041.02
Traveling expenses of Commissioners and employees, including field parties and land offices..	2,411.94	3,015.17	3,051.73	1,697.19	10,176.03
Open market purchases: Typewriters, furniture, records for general office and land offices, rubber stamps, document files, etc	1,913.93	1,162.98	888.47	3,045.88	7,011.26
Contract purchases: Chamois skins and typewriter oil	10.35				10.35
Freight and express charges	122.34	338.07	119.76	271.30	851.47
Printing and binding and stationery, in open market and from Department	951.26	2,220.29	4,428.36	4,867.16	12,467.07
Subsistence: Employees of field parties	4,073.15	4,044.25	1,514.42		9,631.82
Forage: Stock of headquarters and field parties	2,036.77	2,039.00	821.60	263.86	5,161.23
Rent:					
Offices in Muskogee	2,210.00	1,190.00	1,125.00	650.00	5,175.00
Land offices outside of Muskogee	19.25	62.00	2.50		83.75
Stock corral	60.00	60.00	60.00		180.00
Telegraphing	122.28	80.56	34.46	80.98	318.28
Telephone service	51.25	41.50	75.85	15.15	183.75
Electric lighting for general office and land office	9.81	85.10	92.08	22.30	209.29
Transportation of camp equipment, records, etc., of field parties and land offices	37.50	46.00	68.25	115.23	266.98
Livery hire	60.00		6.00		66.00
Ferry and bridge toll: Field parties			42.00		42.00
Repairs of surveying instruments, typewriters, wagons, tents, etc	636.33	535.91	226.86	77.50	1,476.60
Incidental general office, land offices, and field expenses: Ice, coal oil, gasoline, stock medicine, axle grease, soap, fuel, etc	261.50	262.67	109.90	4.30	638.37
Witness fees and mileage	7.00				7.00
Registering letters and packages	156.16	260.32	285.60	202.56	904.64
Miscellaneous expenses: Street sprinkling, certified copies court papers in Mississippi Choctaw cases, installing electric lights in land office, etc	174.33	74.80	107.23	90.88	447.24
Total	73,938.42	76,956.98	66,752.03	49,298.99	266,946.42

DEPARTMENT OF THE INTERIOR.
 UNITED STATES GEOLOGICAL SURVEY.
 CHARLES D WALCOTT, DIRECTOR.

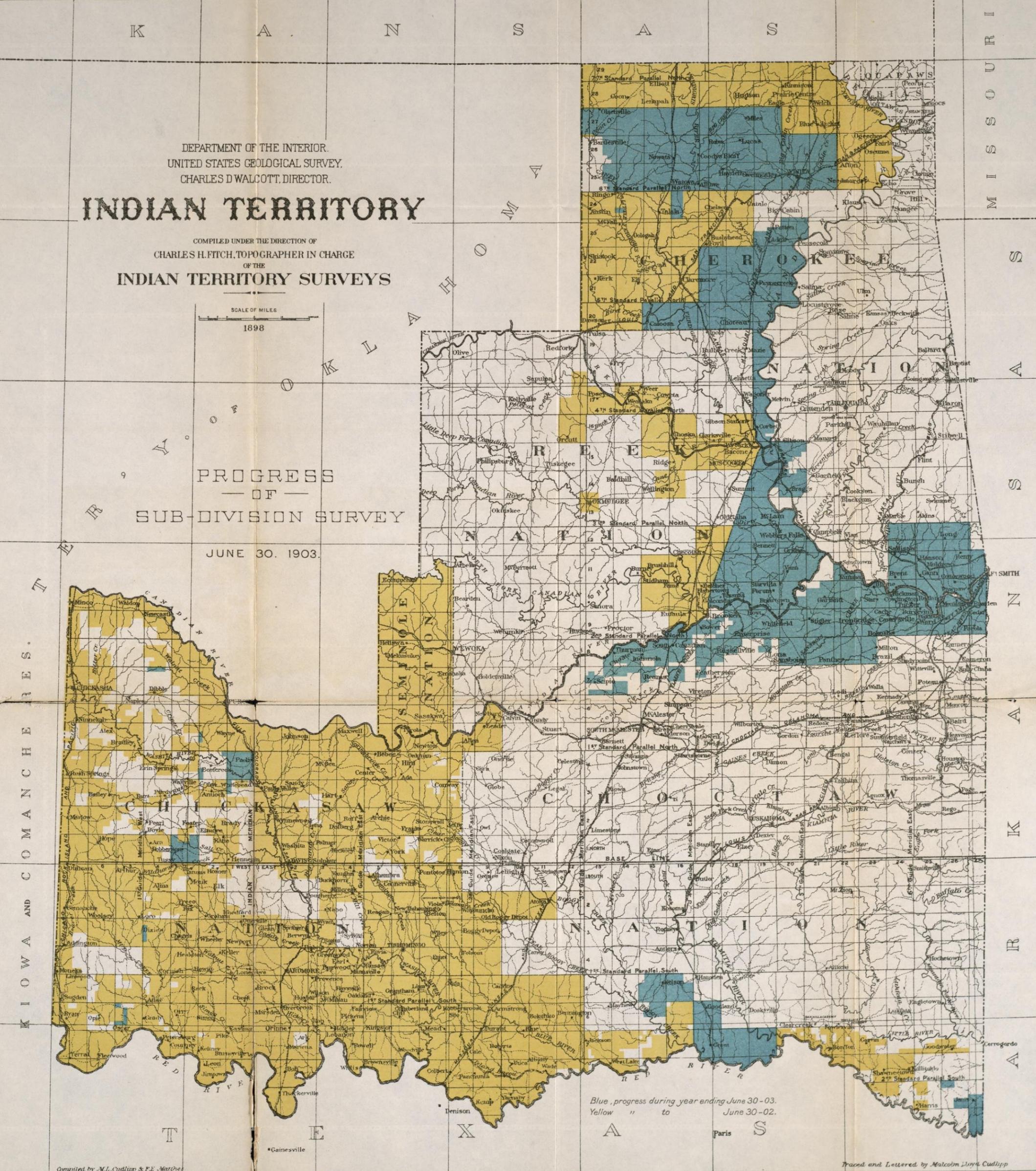
INDIAN TERRITORY

COMPILED UNDER THE DIRECTION OF
 CHARLES H. FITCH, TOPOGRAPHER IN CHARGE
 OF THE
INDIAN TERRITORY SURVEYS

SCALE OF MILES
 1898

PROGRESS
 — OF —
 SUB-DIVISION SURVEY

JUNE 30, 1903.



Blue, progress during year ending June 30 - 03.
 Yellow " " to June 30 - 02.

Compiled by M.L. Cudlipp & F.E. Matthes

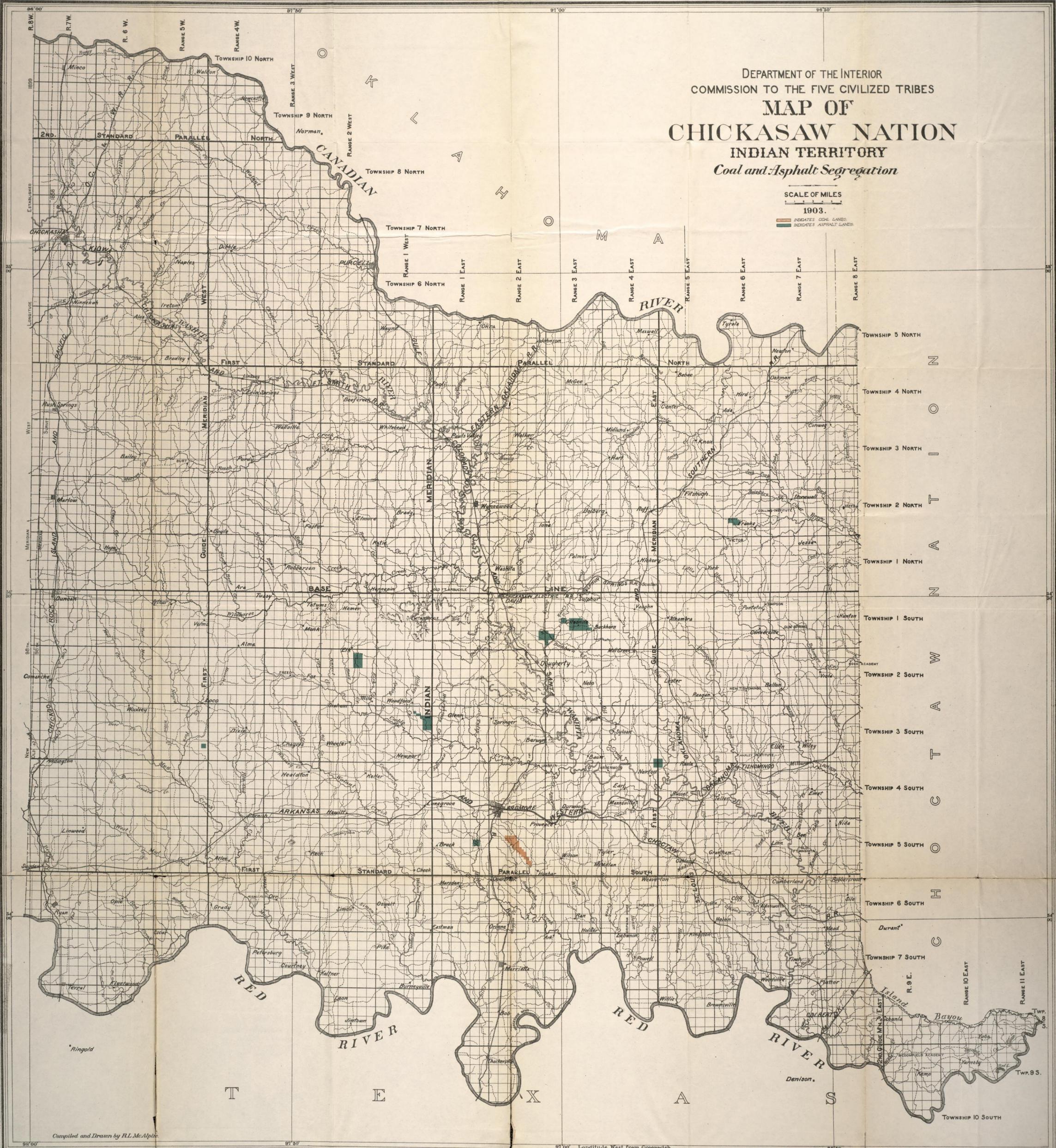
Traced and Lettered by Malcolm J. Cudlipp

DEPARTMENT OF THE INTERIOR
COMMISSION TO THE FIVE CIVILIZED TRIBES
**MAP OF
CHICKASAW NATION
INDIAN TERRITORY**
Coal and Asphalt Segregation

SCALE OF MILES

1903.

INDICATES COAL LANDS
INDICATES ASPHALT LANDS



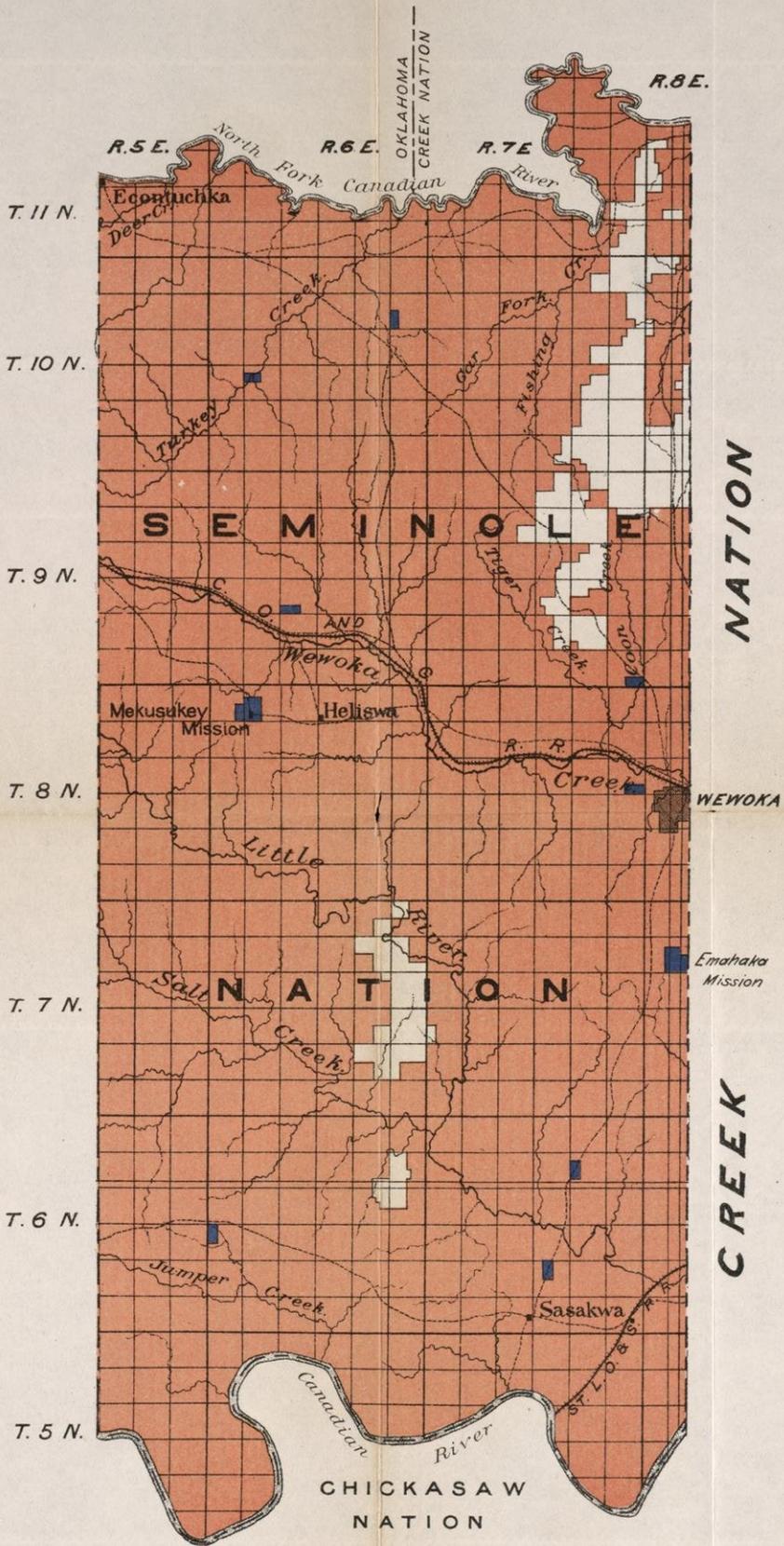


DEPARTMENT OF THE INTERIOR.
 COMMISSION TO THE FIVE CIVILIZED TRIBES.
**CREEK & SEMINOLE
 NATIONS
 INDIAN TERRITORY.**

Compiled From the United States Survey.
 1902.

Scale, 250,000, Approximately 3 1/2 Miles to 1 Inch.
 Scale of Miles.

OKLAHOMA
TERRY.



MAP OF
SEMINOLE NATION

- Land allotted
- Reservations, District schools

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.

Township 19 North.

Township 18 North.

Township 17 North.

Township 16 North.

Township 15 North.

Township 14 North.

Township 13 North.

Township 12 North.

Township 11 North.

Township 10 North.

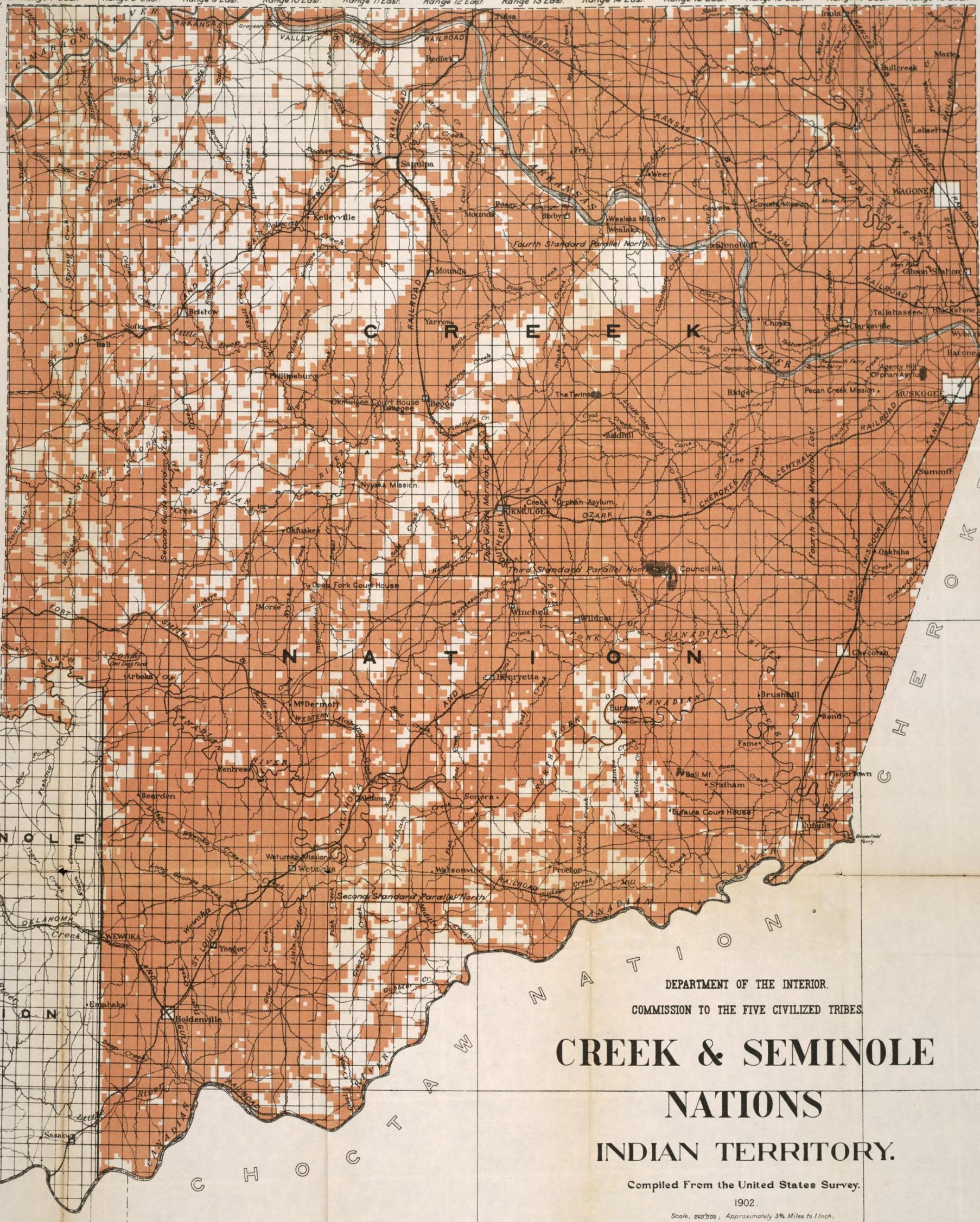
Township 9 North.

Township 8 North.

Township 7 North.

Township 6 North.

Township 5 North.

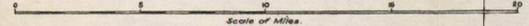


DEPARTMENT OF THE INTERIOR.
COMMISSION TO THE FIVE CIVILIZED TRIBES
**CREEK & SEMINOLE
NATIONS
INDIAN TERRITORY.**

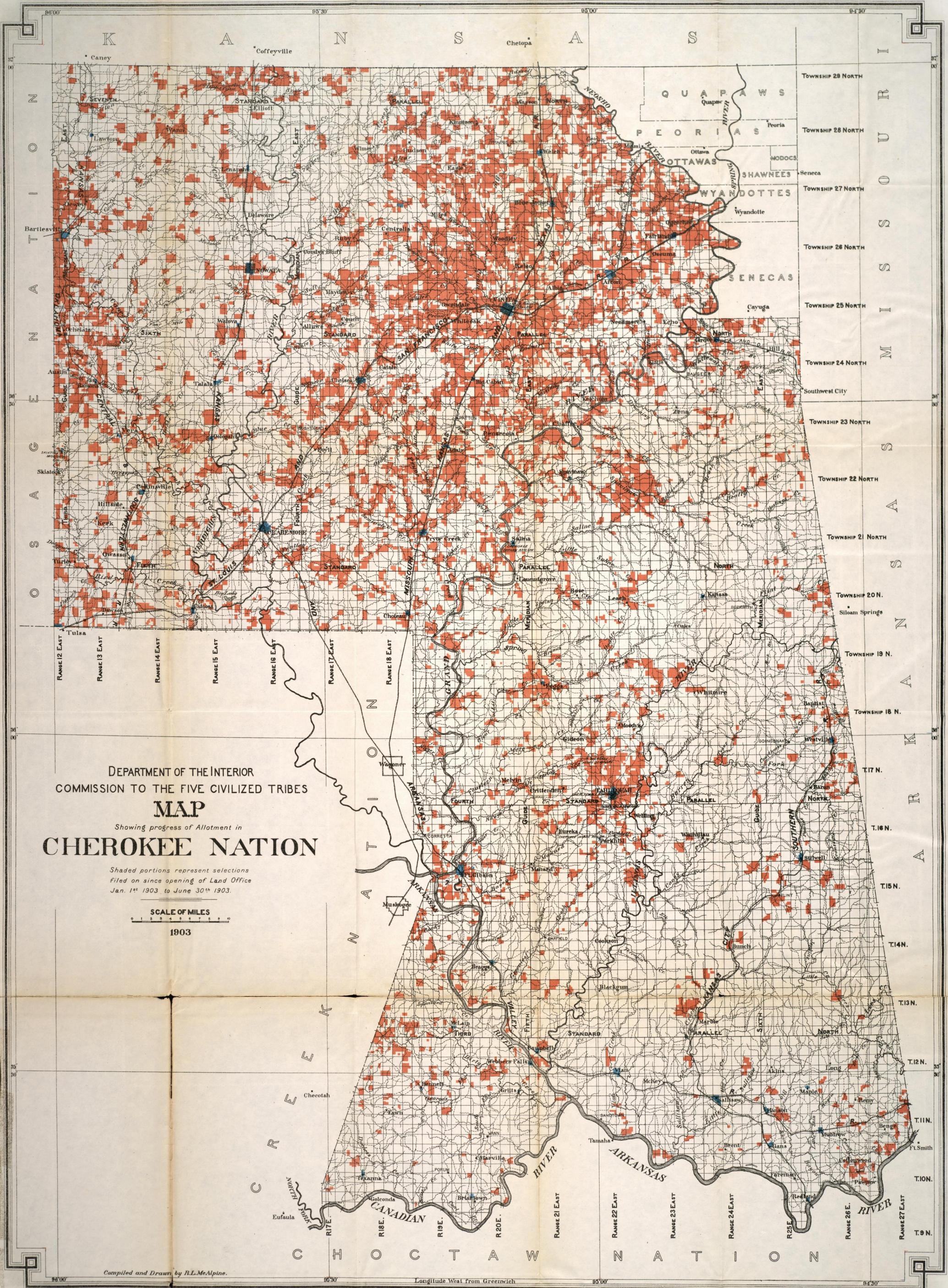
Compiled From the United States Survey.

1902.

Scale, 220,000, Approximately 3 1/2 Miles to 1 Inch.

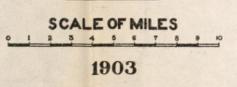


CHICKASAW NATION



DEPARTMENT OF THE INTERIOR
COMMISSION TO THE FIVE CIVILIZED TRIBES
MAP
Showing progress of Allotment in
CHEROKEE NATION

Shaded portions represent selections
filed on since opening of Land Office
Jan. 1st 1903 to June 30th 1903.



Compiled and Drawn by R.L. McAlpine.

DEPARTMENT OF THE INTERIOR COMMISSION TO THE FIVE CIVILIZED TRIBES MAP OF CHOCTAW NATION INDIAN TERRITORY

Coal and Asphalt Segregation

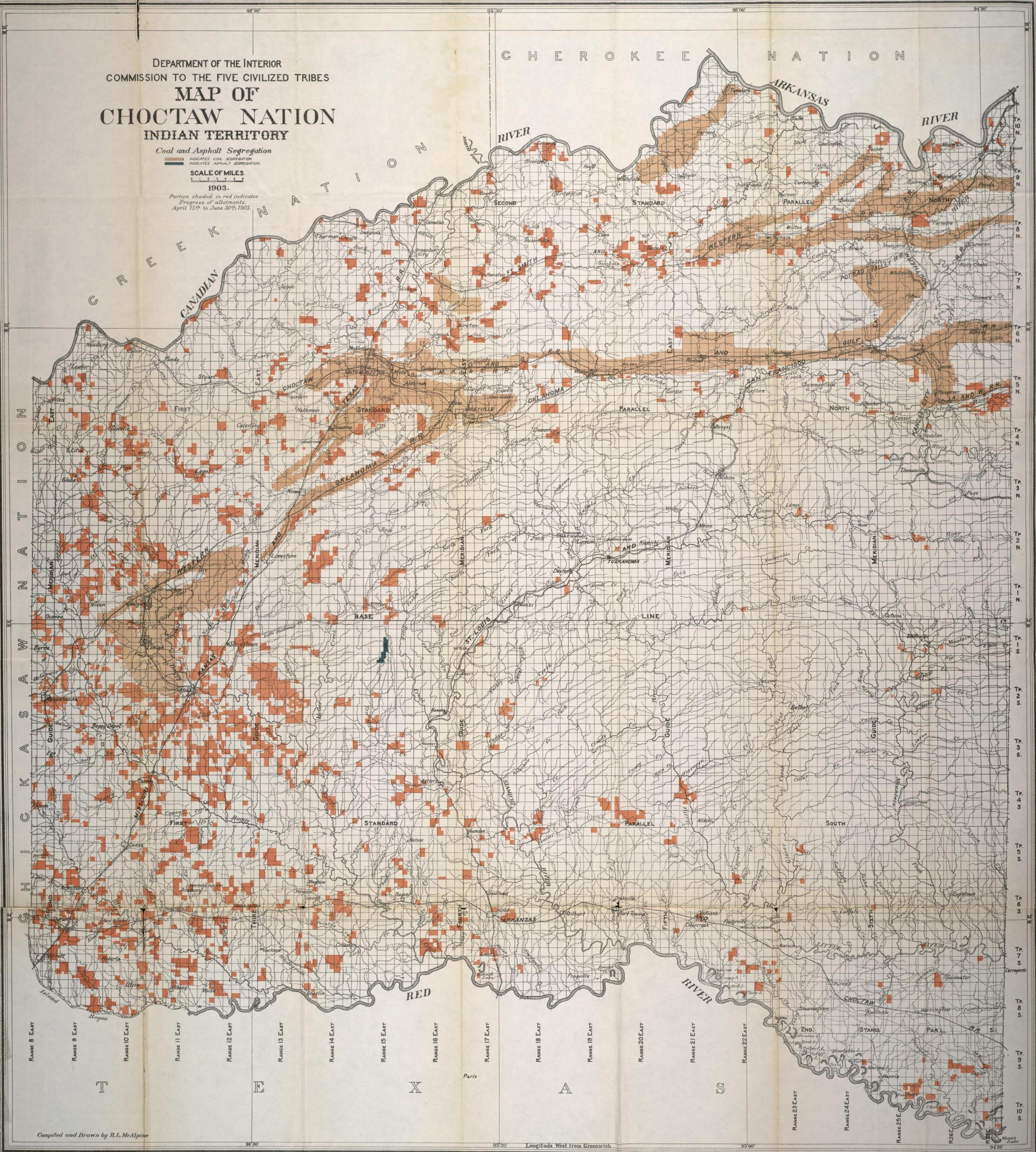
INDICATES COAL SEGREGATION
INDICATES ASPHALT SEGREGATION

SCALE OF MILES

1903.

Portion shaded in red indicates
Progress of allotments.
April 15th to June 30th, 1903.

C H E R O K E E N A T I O N



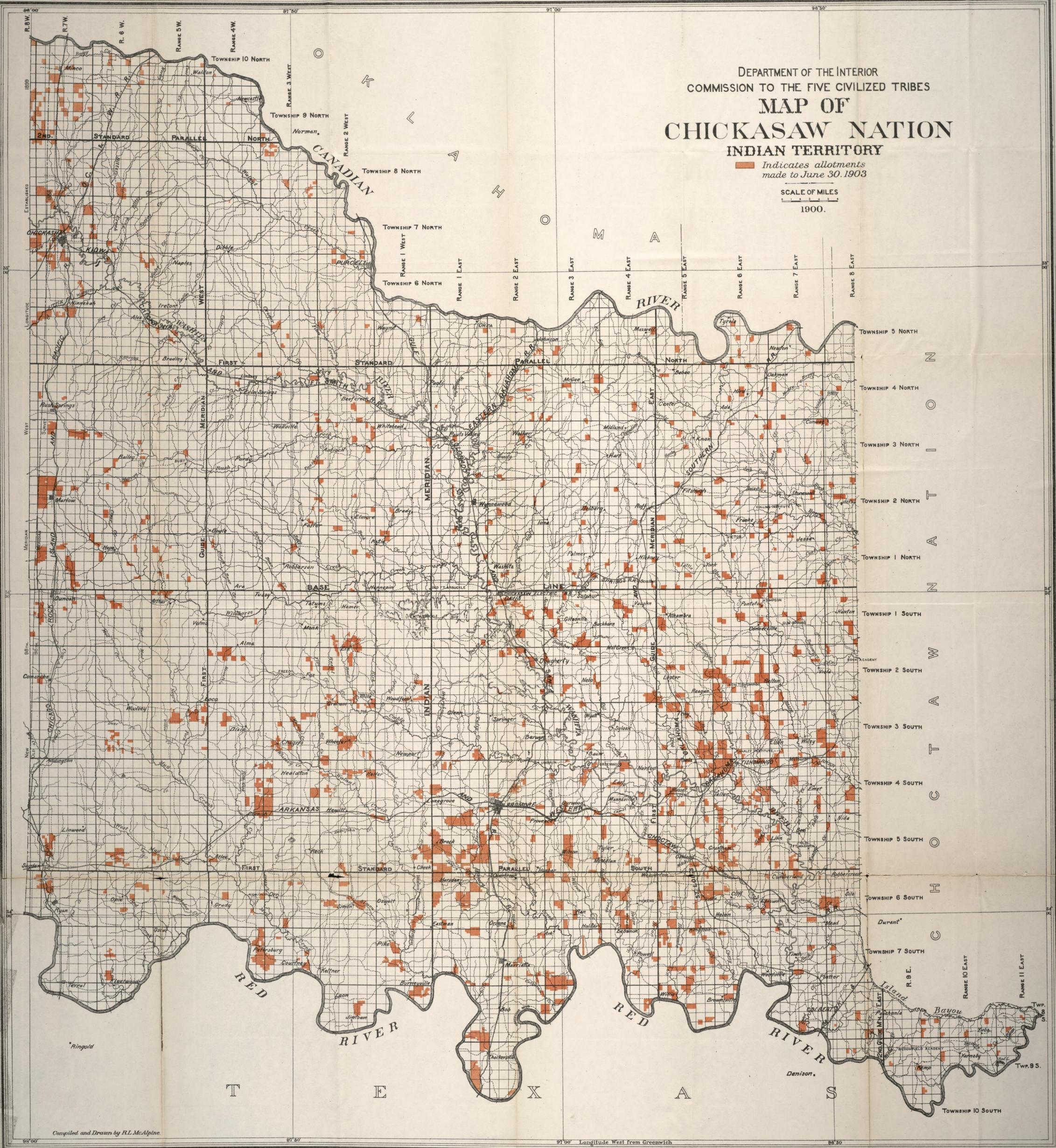
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T E X A S

DEPARTMENT OF THE INTERIOR COMMISSION TO THE FIVE CIVILIZED TRIBES MAP OF CHICKASAW NATION INDIAN TERRITORY

Indicates allotments made to June 30, 1903

SCALE OF MILES
1900.

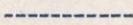
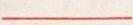


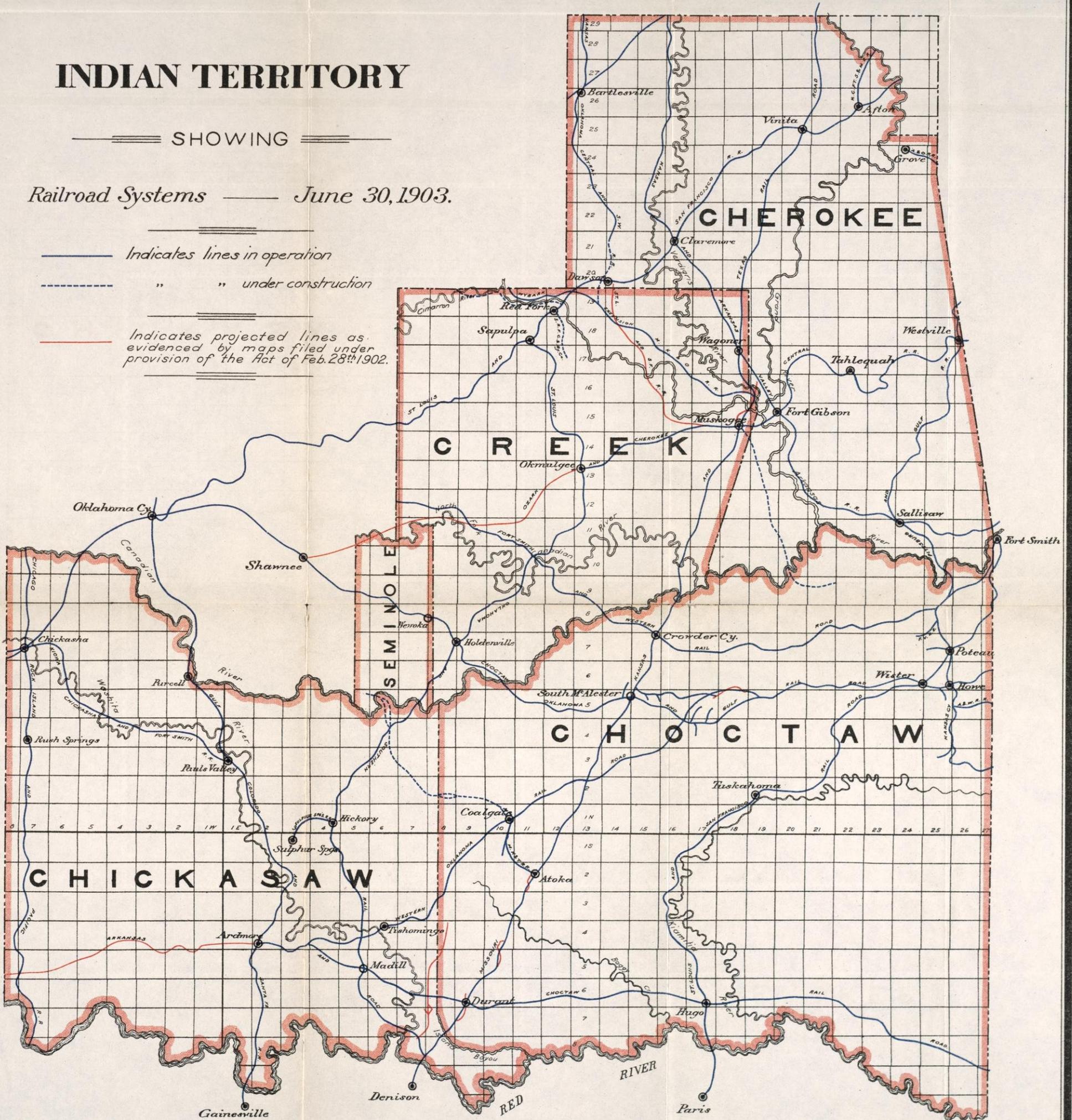
Compiled and Drawn by R.L. McAlpine.

INDIAN TERRITORY

SHOWING

Railroad Systems — June 30, 1903.

-  Indicates lines in operation
-  " " under construction
-  Indicates projected lines as evidenced by maps filed under provision of the Act of Feb. 28th 1902.



**REPORT OF THE INDIAN INSPECTOR FOR THE
INDIAN TERRITORY**

ANNUAL REPORT
OF THE
UNITED STATES INDIAN INSPECTOR FOR INDIAN TERRITORY.

MUSKOGEE, IND. T., *September 28, 1903.*

SIR: I have the honor to submit the fifth annual report of the United States Indian inspector for Indian Territory, for the fiscal year ended June 30, 1903. There are also attached the reports of the United States Indian agent at Union Agency, the superintendent and supervisors of schools, the mining trustees of the Choctaw and Chickasaw nations, and the supervising engineer of townsites. These reports discuss the various subjects with which these respective officers are required to deal.

By reason of illness I have necessarily been absent from the Territory from September, 1902, to June, 1903. The duties of the office therefore devolved for a short time upon the United States Indian agent at Union Agency, and the remainder of the time were under the supervision and direction of Mr. J. W. Zevely, special inspector for the Department.

This report, therefore, presents briefly the conditions and the work accomplished during the past year, as shown by the records of the office.

INTRODUCTORY.

The Five Civilized Tribes in the Indian Territory, not including the Quapaw Agency, are the Creeks, Cherokees, Choctaws, Chickasaws, and Seminoles, the members of these tribes, including Indians and freedmen, numbering about 84,000. The area of the land included within the limits of these nations is more than 19,000,000 acres, and there are 297 regularly established towns within this Territory, where land has been reserved from allotment and titles are being passed to individuals under the laws applicable to the respective tribes through the town-site commissions representing the Government and the nations, and with the approval of the Secretary of the Interior.

Prior to June 28, 1898, the date of the passage of the first important legislation by Congress providing for the breaking up of tribal relations and the distribution of the lands and moneys of the tribes among the individual members thereof, these nations controlled their own affairs, enacted their own laws, provided for the enforcement thereof through tribal officers, and in all respects maintained separate governments independent of any action on the part of the United States, holding their lands in common and permitting under certain provisions

white people or noncitizens to reside within the limits of the Territory and to conduct business therein, upon the payment of certain occupation, privilege or permit taxes.

Subsequent legislation and agreements negotiated with these tribes impose upon the Secretary of the Interior, through the Commission to the Five Civilized Tribes and various other officers, the duty of allotting in severalty the lands of the Five Civilized Tribes after town sites and other reservations have been made, and the general winding-up of the tribal affairs, limiting the life of the tribal governments to March 4, 1906.

To carry out the provisions of the different legislation necessitates much time, labor, and careful consideration. Numerous questions are constantly arising and presented for the consideration of the Department and the Office of Indian Affairs, and where the action taken is not favorable to the persons directly affected, suits are frequently brought in the different courts, where the law in the premises is at times differently construed.

The resources of the Territory have attracted wide attention throughout the country during the past year and the population has materially increased.

Brief reference is made to the laws in effect at this time, and under which the Government is acting in the Indian Territory.

EXISTING LEGISLATION.

The first action taken to bring about the allotment of lands in severalty in the Indian Territory was the creation of the Commission to the Five Civilized Tribes in 1893 to negotiate agreements with the several nations.

This Commission entered into an agreement with the Seminole Nation, which was dated December 16, 1897, and ratified by Congress July 1, 1898. A copy of this agreement is submitted as Appendix No. 1, page 306.

Congress also on June 28, 1898 (30 Stat., 495), passed what is commonly known as the "Curtis Act," section 29 of which contained an agreement with the Choctaw and Chickasaw nations, which had been entered into on April 23, 1897, and section 30 an agreement which had been entered into with the Creek Nation on September 27, 1897.

On August 24, 1898, the Choctaw and Chickasaw agreement was ratified by the tribes and became effective, but the Creek agreement failed of ratification, leaving sections 1 to 28, inclusive, or the Curtis Act proper, applicable to the Creek and Cherokee nations. These sections and the agreement with the Choctaws and Chickasaws are shown by Appendix No. 2, page 308.

Another agreement with the Creek Indians was entered into on March 8, 1900, and ratified by an act of Congress approved March 1, 1901 (31 Stat., 861), and, with the exception of section 36, which was rejected, was accepted by the national council. (See Appendix No. 3, p. 323).

Congress, on June 30, 1902 (32 Stat., 500), ratified a supplemental agreement with the Creek Nation, and the same became effective on July 26, 1902, being upon that date confirmed by the tribe. A copy of this supplemental agreement is submitted as Appendix No. 4, page 331.

The act of Congress approved July 1, 1902 (32 Stat., 716), provided for the allotment of lands in the Cherokee Nation, the disposition of town sites therein, and for other purposes. This act was ratified by a majority of the legal voters of the Cherokee Nation at an election held on August 7, 1902. The provisions of this act are shown by Appendix No. 5, page 335.

A supplemental agreement with the Choctaw and Chickasaw nations was ratified by the act of Congress approved July 1, 1902 (32 Stat., 641), and by the tribes September 25, 1902, this act making material changes in the original agreement with these nations. A copy of this act is submitted as Appendix No. 6, page 344.

The Indian appropriation act of May 31, 1900 (31 Stat., 221), modified the provisions of the Curtis Act and the Choctaw and Chickasaw agreement concerning the surveying and platting of town sites, and authorized the Secretary of the Interior to make such surveys at all towns having a population of 200 or more, thus taking this work out of the hands of the several town-site commissions, as before provided. An extract showing the provisions of this legislation is attached as Appendix No. 7, page 357.

On June 6, 1900 (31 Stat., 660), Congress passed an act governing the cutting of timber and procurement of stone in the Indian Territory. This act was amended on January 21, 1903 (32 Stat., 774). A copy of the rules and regulations in effect at this time, which, however, only apply to unselected or unallotted lands, and to which are appended the two acts above mentioned, is submitted as Appendix No. 8, page 358.

There was embodied in the Indian appropriation act of March 3, 1901 (31 Stat., 1447), legislation pertaining to the granting of rights of way for telephone and telegraph lines through Indian lands, and other minor provisions. An extract of this act is attached as Appendix No. 9, page 363, and a copy of the telephone and telegraph regulations as Appendix No. 10, page 363.

The Indian appropriation act of May 27, 1902 (32 Stat., 245), provided for the surveying and platting of small towns in Indian Territory having a population of less than 200, and also made it unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lot or parcels of land in any town site in Indian Territory which has been designated as a town site under existing laws and treaties. An extract showing these provisions is submitted as Appendix No. 11, page 367.

A general act authorizing incorporated towns in Indian Territory having a population of 2,000 or more to issue bonds and borrow money thereon for the construction of public improvements was passed by Congress on May 19, 1902 (32 Stat., 200). A copy of this act is attached as Appendix No. 12, page 368.

The act of February 28, 1902 (32 Stat., 43), authorizing railroad companies to acquire lands by condemnation proceedings, is submitted as Appendix No. 13, page 368.

By an act approved February 19, 1903 (32 Stat., 841), Congress provided for the record of deeds and other conveyances and instruments in writing in the Indian Territory. (See Appendix No. 14, page 374.)

The provisions of the Indian appropriation act for the fiscal year

1904, approved March 3, 1903 (32 Stat., 982), referring to the Indian Territory, are shown by Appendix No. 15, page 378.

DUTIES OF THE INSPECTOR.

In accordance with the provisions of section 27 of the Curtis Act, approved June 28, 1898 (30 Stat., 495), which provides 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, on August 17, 1898, I was detailed and assigned to such duty. The instructions then given by the Secretary of the Interior as to the duties of the inspector read as follows:

You are hereby authorized and directed to take full charge of the affairs of Union Agency in Indian Territory, and such Indian agent shall be required to receive and account for under his official bond all moneys from whatever source collected, and report the same directly to the United States Indian inspector for Indian Territory, and all disbursements of moneys by said Indian agent shall be under the direction, authority, and with the approval of such Indian inspector.

Recently the following additional instructions were given:

All matters in the Indian Territory over which the Department has control, relating to the Five Civilized Tribes, which are not already under the jurisdiction of the Commission to the Five Civilized Tribes, are hereby placed under your supervision.

The inspector therefore exercises supervision over the United States Indian agent at Union Agency, the superintendent of schools in Indian Territory with his corps of school supervisors, the revenue inspector for the Creek, Cherokee, and Chickasaw nations, the mining trustees of the Choctaw and Chickasaw nations, the several town-site commissions, and the office and field force engaged in the work of surveying, platting, and disposition of town sites, acting under direction of the Department.

All communications of these officials relating to affairs in the Indian Territory, which require the consideration of the Secretary of the Interior, are transmitted by this office to the Department with report, through the Commissioner of Indian Affairs, who also submits report and recommendation thereon.

SEMINOLE NATION.

The roll of citizenship of the Seminole Nation having been completed and approved and the allotment of lands in severalty to members of this nation having also been completed by the Commission to the Five Civilized Tribes, and matters in general in this nation progressing satisfactorily, the inspector has not been required during the year to give particular attention to the Seminoles.

Since the passage of the act of Congress approved January 21, 1903, amending the timber act of June 6, 1900, the question of the right of Seminole Indians to dispose of their timber was taken up, and it was held in an opinion rendered by the Assistant Attorney-General for the Interior Department, approved by the Secretary of the Interior, that since the allotments have been completed these Indians have the right to sell and dispose of their timber without restriction.

MINING.

CHOCTAW AND CHICASAW NATIONS.

The supplemental agreement with these nations, as ratified by the act of Congress approved July 1, 1902 (32 Stat., 641), and by the tribes on September 25, 1902, made radical changes in the conditions with respect to the leasing of the mineral lands reserved from allotment.

In accordance with the terms of the original agreement with these two nations, all coal and asphalt was reserved from allotment and was subject to lease, the royalties accruing therefrom to be used under the direction of the Secretary of the Interior in the education of children of Indian blood of said tribes; these leases to be made by two mining trustees to be appointed by the President upon the recommendation of the tribal executives.

All applications and matters referring to the making of these leases were submitted to the Secretary of the Interior for consideration and approval, and such trustees at all times act under his direction.

During the year the term of Mr. Napoleon B. Ainsworth, the trustee for the Choctaw Nation, expired, and Mr. Hampton Tucker was appointed to fill the vacancy. Mr. Charles D. Carter continued as trustee for the Chickasaw Nation.

I respectfully invite attention to the accompanying report of such trustees covering their work for the year.

It was provided in the supplemental agreement above mentioned that no lease of any coal or asphalt lands shall be made after its final ratification, but instead the Secretary of the Interior was required to ascertain, as far as practicable, what lands were particularly valuable because of their deposits of coal and asphalt, including all lands which at the time of the ratification of the agreement were covered by any then existing coal or asphalt leases, and within six months said lands should be segregated and reserved from allotment, the total segregation not to exceed 500,000 acres.

It was further provided that in cases where land had been set aside for town-site purposes within these segregations the coal and asphalt deposits only were to be reserved, and such deposits were to be sold at public auction for cash, under the direction of the President, within two years. In cases where the land itself was reserved by reason of its deposits of coal and asphalt, such land shall also be sold at public auction for cash, under the direction of the President, within three years from the final ratification of this agreement and before the dissolution of the tribal governments.

The Commission to the Five Civilized Tribes, with the assistance of Mr. Joseph A. Taff, of the Geological Survey, made report to the Department as to the coal and asphalt land which should be segregated from allotment, and upon such report the Secretary of the Interior, by written order on March 24, 1903, segregated and reserved from allotment 445,052.23 acres.

To enable the Commission to the Five Civilized Tribes to report as to the lands covered by existing leases on September 25, 1902, this office furnished such Commission, by direction of the Department, the description of all land covered by leases upon that date.

There were, upon September 25, 1902, the date of the final ratifica-

tion of said supplemental agreement, 124 coal and asphalt leases in effect, 114 of these being coal and 10 asphalt. As shown by my last annual report, there were 104 coal leases and 6 asphalt leases in effect on June 30, 1902, from which it will be noted that 14 new leases were made during the year.

A list of such new leases follows:

Name.	Number.	Date of approval.
COAL.		
Charles G. Adkins.....	1	July 23, 1902
The Johnson Co.....	1	July 29, 1902
Ardmore Coal and Power Co.....	1	Aug. 22, 1902
Folsom-Morris Coal Mining Co.....	1	Sept. 13, 1902
Perry Bros.....	1	Sept. 16, 1902
Brewer Mining Co.....	1	Sept. 19, 1902
Michael Perona.....	1	Sept. 20, 1902
Mazzard Coal and Mining Co.....	1	Do.
Standard Coal Co.....	1	Sept. 24, 1902
William C. Fordyce.....	1	Oct. 11, 1902
ASPHALT.		
Gilsonite Roofing and Paving Co.....	1	Aug. 11, 1902
Rock Creek Natural Asphalt Co.....	1	Sept. 19, 1902
George A. H. Mills.....	1	Sept. 20, 1902
Farmer Asphalt Co.....	1	Sept. 22, 1902
Total number of leases granted during the year.....	14	

^a Fordyce lease entered into by trustees under date of September 23, 1902.

The following statement shows all coal and asphalt leases in the Choctaw and Chickasaw nations entered into under the provisions of the original agreement and which were in effect at the date of the ratification of the supplemental agreement on September 25, 1902, and at the end of the fiscal year 1903:

Name.	Number.	Date of approval.
COAL.		
Charles G. Adkins.....	1	July 23, 1902
Ardmore Coal and Power Co.....	1	Aug. 22, 1902
Atoka Coal and Mining Co.....	7	May 7, 1901
Do.....	1	June 13, 1902
Bache & Denman Coal Co. (by transfer).....	1	Apr. 22, 1902
Bolen-Darnall Coal Co. (by transfer).....	1	Aug. 22, 1899
Do.....	1	Oct. 1, 1901
Brewer Mining Co.....	1	Sept. 19, 1902
William Busby.....	1	Sept. 6, 1900
Capital Coal and Mining Co.....	1	June 16, 1902
Central Coal and Coke Co. (by transfer).....	4	June 13, 1902
Thomas H. Chambers.....	1	Dec. 9, 1901
Choctaw, Oklahoma and Gulf R. R. Co.....	30	Mar. 1, 1899
Coalgate Co. (by transfer).....	1	Sept. 16, 1902
Degnan & McConnell.....	3	Nov. 16, 1900
Devlin-Wear Coal Co.....	1	June 17, 1901
D. Edwards & Son.....	2	Aug. 22, 1899
Folsom-Morris Coal Mining Co.....	1	Nov. 22, 1900
Do.....	1	Sept. 13, 1902
William C. Fordyce.....	1	Oct. 11, 1902
Hailey Coal and Mining Co.....	2	June 17, 1902
Edwin Harrison (by transfer).....	3	May 4, 1900
Johnson Co.....	1	July 29, 1902
Le Bosquet Coal and Mining Co.....	1	June 18, 1902
McAlester and Galveston Coal Mining Co.....	1	Oct. 18, 1900
McAlester Coal Mining Co.....	2	Feb. 19, 1900
McDougall Co.....	1	June 18, 1902
H. Newton McEvers.....	1	Oct. 18, 1900
John F. McMurray.....	8	Apr. 27, 1899
Mazzard Coal and Mining Co.....	1	Sept. 20, 1902
Missouri, Kansas and Texas Coal Co.....	1	Feb. 12, 1901
Osage Coal and Mining Co.....	7	May 7, 1901
Ozark Coal and Railway Co.....	1	Dec. 8, 1900
Michael Perona.....	1	Sept. 20, 1902

Name.	Number.	Date of approval.
COAL—continued.		
Samples Coal and Mining Co	1	Oct. 4, 1900
Sans Bois Coal Co	1	June 25, 1900
Do	4	Aug. 5, 1901
Do	1	July 26, 1902
Sans Bois Coal Co. (by transfer)	1	Apr. 12, 1902
St. Louis-Galveston Coal and Mining Co	2	Jan. 14, 1901
Standard Coal Co	1	Sept. 24, 1902
Southwestern Development Co. (by transfer)	10	Apr. 4, 1902
Turkey Creek Coal Co	1	Mar. 18, 1902
Total number of coal leases in effect June 30, 1903	114	
ASPHALT.		
Brunswick Asphalt Co	1	Mar. 20, 1900
Choctaw Asphalt Co	1	Apr. 22, 1902
Downard Asphalt Co	1	Oct. 18, 1900
Elk Asphalt Co	1	May 3, 1900
Farmer Asphalt Co	1	Sept. 22, 1902
Gilsonite Roofing and Paving Co	1	Aug. 11, 1902
Ravia Asphalt Co. (by transfer)	1	Sept. 20, 1902
Rock Creek Natural Asphalt Co	1	Sept. 19, 1902
M. & A. Schneider	1	Nov. 23, 1900
Tar Spring Asphalt Co	1	May 13, 1901
Total number of asphalt leases in effect June 30, 1903	10	

Referring to the reports for previous years and the statement showing leases entered into during the past year, it will be noted a number of transfers have been made, by authority of the Department.

The Arkansas-McAlester Coal Company transferred its two leases to the Bolen-Darnall Coal Company; Messrs. Bache & Denman their one lease to the Bache & Denman Coal Company; the Kansas and Texas Coal Company its four leases to the Central Coal and Coke Company; Messrs. Perry Brothers their one lease to the Coalgate Company; the Choctaw Coal and Mining Company its three leases to Mr. Edwin Harrison; the Essen Coal Company its one lease to the Sans Bois Coal Company; the Southwestern Coal and Improvement Company its ten leases to the Southwestern Development Company, and Mr. George A. H. Mills his one asphalt lease to the Ravia Asphalt Company.

The following comparative statement, showing the tonnage of coal mined each fiscal year, indicates a continued increase in the output:

	Tons.
July 1, 1898, to June 30, 1899	1,404,442
July 1, 1899, to June 30, 1900	1,900,127
July 1, 1900, to June 30, 1901	2,398,156
July 1, 1901, to June 30, 1902	2,735,365
July 1, 1902, to June 30, 1903	3,187,035

No change has been made in the rate of royalty paid on coal and asphalt, the same being 8 cents per ton, mine run, for coal, and 60 cents per ton on refined and 10 cents per ton on crude asphalt.

The total amount of royalty collected on account of coal and asphalt in the Choctaw and Chickasaw nations during the past fiscal year has amounted to \$259,686.58 for coal and \$2,243.26 for asphalt, making a total of \$261,929.84.

The amounts above given are those actually collected by the United States Indian agent, and, the same as previous years, will not agree with the report of output in tons, there being included in these amounts payments of advanced royalty.

The amounts collected, by fiscal years, on account of coal and asphalt royalties in the Choctaw and Chickasaw nations are shown below:

July 1, 1898, to June 30, 1899.....	\$110, 145. 25
July 1, 1899, to June 30, 1900.....	138, 486. 40
July 1, 1900, to June 30, 1901.....	199, 663. 55
July 1, 1901, to June 30, 1902.....	247, 361. 36
July 1, 1902, to June 30, 1903.....	261, 929. 84

The regulations of the Department governing these matters require the mining trustees to make an examination at least once every month of the records and books of the several mining companies, and they submit quarterly reports showing in detail the work performed by them and the result of these examinations, which reports are forwarded to the Department for consideration after being compared with the books of the United States Indian agent showing the payments made.

There is nothing new to report in the matter of the operation of the asphalt mines in the Indian Territory. But little asphalt has been mined, the lessees claiming they find the attempt to handle this product unsatisfactory and unprofitable.

CREEK NATION.

The supplemental agreement with the Creek Nation, as ratified by the act of Congress approved June 30, 1902, and by the tribes July 26, 1902, provides that allottees may lease their land for mineral purposes with the approval of the Secretary of the Interior, and since July 1, 1903, one coal lease and several oil and gas leases have been approved, but this report is confined to the operations during the past fiscal year.

Permits heretofore granted with the authority of the Department allowing operations to be carried on upon a small scale have been canceled. Such coal as was mined under these permits was principally used for local consumption, the mining being carried on by what is known as the "stripping process." The coal in most instances is found in shallow veins near the surface.

By direction of the Department the royalty of 8 cents per ton paid on coal mined under these permits has been paid to the United States Indian agent.

No other mining operations of any character have been carried on in the Creek Nation during the year.

The amount of money collected during the fiscal year on account of coal mined under the permits referred to was \$1,505.29.

CHEROKEE NATION.

As mentioned in my last annual report, prior to the ratification of the agreement with this nation the Department, in accordance with the provisions of section 13 of the Curtis Act, entered into thirteen oil and gas leases of 640 acres each, twelve with the Cherokee Oil and Gas Company and one with the Cudahy Oil Company. Each of these leases was for a period of fifteen years, and the rate of royalty was fixed at 10 per cent of the value of the crude oil extracted.

The matter of the right of the Secretary of the Interior to make these leases was contested by the tribal authorities and taken to the Supreme Court of the United States, which court rendered a decision on December 1, 1902, holding that Congress had the power to adopt

measures to make the tribal property productive, and declined to interfere. A copy of this decision is submitted as Appendix No. 16, page 380.

There is also in effect in the Cherokee Nation a permit granted by the Department to the Kansas and Arkansas Valley Railroad Company for the purpose of securing gravel from the bars and bed of the Grand River, a royalty of 2 cents per cubic yard being paid upon all gravel taken out. No other mineral leases covering lands in the Cherokee Nation were granted by the Department under the provisions of the Curtis Act.

The act of July 1, 1902 (32 Stat., 716), authorizes Cherokee citizens to lease their allotments for mineral purposes, with the approval of the Secretary of the Interior, and therefore the informal permits granted for the purpose of mining coal in the Cherokee Nation have, during the year, been canceled.

A limited amount of coal was taken out prior to the time these permits were revoked, a royalty of 8 cents per ton being paid to the United States Indian agent. This royalty amounted during the year to \$2,813.66.

Since July 1, 1903, several mineral leases with allottees have been submitted, but this report is confined to the operations for the past fiscal year.

TOWN SITES.

SURVEYS.

The surveys commenced during previous years were practically completed during the past fiscal year, and would have been entirely completed had it not been necessary to furlough the entire force in March last owing to lack of funds.

These surveys have been made by the engineering force under the supervision of this office, under direction and approval of the Secretary of the Interior.

The work of allotment having commenced in the Choctaw, Chickasaw, and Cherokee nations, the land necessary to be reserved from allotment for town-site purposes at all towns in the Indian Territory was determined upon prior to the time the Commission to the Five Civilized Tribes commenced to receive applications for allotment, and also prior to the passage of the Indian appropriation act of March 3, 1903 (32 Stat., 982), making an appropriation to carry on this work, with the following proviso:

That the money hereby appropriated shall be applied only to the expenses incident to the survey, platting, and appraisement of town sites heretofore set aside and reserved from allotment.

As referred to in my last annual report, the Indian appropriation act approved May 27, 1902 (32 Stat., 245), provided for the surveying and platting of all small towns having a population of less than 200, as in the judgment of the Secretary of the Interior should be established.

This act fixed no time within which this work should be done, but the supplemental agreement with the Choctaws and Chickasaws, as ratified by the act of July 1, 1902, provided that the limits of these small towns should be defined not later than ninety days after the final ratification of such agreement, which was on September 25, 1902,

making it necessary to complete this work by December 25 of the same year.

In these two nations there were about 320 small towns and post-offices where the population was less than 200, and it was necessary in the first instance to visit each and make report as to the conditions to the Department. Upon these reports the Department directed that 68 small towns in the Chickasaw Nation be surveyed and 32 in the Choctaw Nation, making a total of 100. While the law provided that the exterior limits only must be defined within ninety days, it was deemed advisable to complete the exterior and interior surveys at each of these towns while the surveying party was on the ground, to save time and expense. The total of 100 towns was completed in eighty-five days, including Sundays. Practically all of these towns were in the interior and the only mode of conveyance from one town to another was by team and wagon. By reason of the incessant rains and consequent bad roads, it was difficult to complete this work with the available force within the time allowed, and the expense incident thereto was necessarily large.

In the Cherokee Nation it was found necessary to examine into the conditions at about 115 small towns and post-offices, and upon the reports made in these cases the Department instructed that 21 of such towns be surveyed.

After the completion of the small town work, nearly all of the larger towns having been surveyed, several surveying forces by authority of the Department were relieved as their services could be dispensed with, and at the time the force was furloughed on March 13, 1903, but three parties were in the field.

The approval of a number of plats has been delayed by reason of various complications, particularly where railroad companies have commenced condemnation proceedings for land for railroad purposes under the provisions of what is known as the Enid and Anadarko act, approved February 28, 1902 (32 Stat., 43).

The total number of regularly established town sites in the Indian Territory, including the small towns above mentioned, is 297, and I submit a statement showing the status of the surveying work at the date of the furlough of the force, March 13, 1903. This work was not again taken up during the fiscal year, but is now being completed.

A report of the acting supervising engineer is respectfully submitted, to which attention is invited.

CHOCTAW NATION.

Limits established and interior surveys made.

	Acres.		Acres.
Albany	95	Brooken	40
Allen	120	Byrne	17.59
Antlers	182.5	Caddo	400
Atoka	277.18	Calvin	160
Bengal	25	Cameron	155
Bennington	140	Caney	40
Blaine	17.5	Canadian	197.5
Blue	60	Cartersville	40.92
Boggy Depot	40	Citra	37.5
Bokchito	215	Coalgate	785
Boswell	265	Cowlington	157.5
Bower	20	Dexter	37.5
Braden	17.5	Durant	~1,324

Limits established and interior surveys made—Continued.

	Acres.		Acres.
Ego	27.5	Newburg	17.5
Enterprise	107.5	Oaklodge	40
Fanshawe	32.5	Oconee	20
Folsom	17.5	Owl	30
Fort Towson	160	Poteau	645
Garland	25	Purnell	89.39
Garvin	125.87	Redoak	132.5
Gilbert	107.85	Roberta	15
Grant	131.22	Sansbois	40
Guertie	160	Savanna	100
Haileyville	681.05	Shadypoint	68.44
Harrington	45	Soper	90
Hartshorne	848.11	South McAlester	2,902.27
Heavener	175.64	Spiro	225.78
Howe	326.7	Star	35
Hoyt	97.5	Stigler	102.33
Hugo	415	Sterrett	485
Hunter	45	Stringtown	62.5
Ironbridge	30	Summerfield	7.5
Jackson	20	Talihina	210.59
Kennedy	17.5	Tamaha	142.3
Kiowa	360	Tuskahoma	40
Kosoma	30	Utica	40
Krebs	347.5	Valliant	120
Leflore	25	Wade	60
Lehigh	1,050	Wapanucka	425
McAlester	759.07	Whitefield	100.57
Monroe	40	Wilburton	275.58
Muse	10	Wister	149.78

Limits established, land reserved from allotment, but interior surveys not made.

	Acres.		Acres.
Alderson	175	McCurtain	320
Crowder City	160	Phillips	337.34
Gowen	82.5		

CHICKASAW NATION.

Limits established and interior surveys made.

	Acres.		Acres.
Ada	559.9	Davis	531.46
Addington	145.4	Dibble	40
Alma	40	Dixie	37.5
Ara	15	Dolberg	7.5
Ardmore	2,262.14	Dougherty	243.13
Atlee	30	Doyle	20
Aylesworth	40	Drake	15
Bailey	32.5	Duncan	1,010.07
Bebee	20	Earl	125
Bee	22.5	Eastman	18.75
Berwyn	191.25	Elk	39.99
Brady	15	Elmore	145
Brock	22.5	Emet	170
Burneyville	35	Erin Springs	110
Center	195	Fitzhugh	69.34
Chickasha	1,246.19	Foster	37.5
Chism	22.5	Fox	37.5
Cliff	40	Francis	160
Colbert	129.77	Glenn	30
Comanche	437.04	Grady	37.78
Connerville	180	Graham	40
Cornish	190.28	Harrisburg	20
Cumberland	173.98	Hart	30

Limits established and interior surveys made—Continued.

	Acres.		Acres.
Healdton	40	Pauls Valley	946. 83
Helen	156. 09	Pike	15
Hennepin	40	Platter	40
Hewitt	40	Powell	15
Hickory	330	Pontotoc	195
Hird	25	Provence	40
Holder	7. 5	Purdy	116. 25
Homer	32. 5	Purcell	1, 110. 68
Hunton	2. 5	Ravia	326. 39
Iona	20	Reagan	35
Jesse	42. 5	Reck	22. 5
Johnson	90	Robberson	25
Keller	10	Roff	595
Kemp	120	Rush Springs	380
Lebanon	164. 92	Ryan	435. 39
Leon	165	Silo	195
Loco	95. 62	Scullin	120
Lone Grove	195	Sneed	22. 5
Madill	160	Springer	105
Mannsville	385	Stonewall	117. 5
Marietta	330	Sugden	149. 18
Marlow	960	Tatums	40
Marsden	22. 5	Teller	30
Maxwell	40	Terral	280
McGee	122. 5	Tishomingo	545
McMillan	30	Thackerville	39. 67
Mead	60	Troy	37. 5
Midland	60	Tussy	40
Milburn	301. 96	Tyler	30
Mill Creek (Bryant)	155. 45	Tyrola	25
Minco	285. 35	Velma	40
Newport	20	Viola	12. 5
Ninnekah	37. 66	Wayne	40
Oakland	343. 75	Wallville	10. 15
Oakman	37. 95	Whitebead	35
Okra	15	Wiley	10
Orr	185	Woodford	40
Orinne	15	Woodville	165
Overbrook	34. 33	Woolsey	15
Palmer	10	Wynnewood	767. 5
Paoli	85. 48		

Limits established, land reserved from allotment, but interior surveys not made.

	Acres.
Durwood	140
Lindsay	440
Sulphur	

CREEK NATION.

Limits established and interior surveys made (all surveys completed).

	Acres.		Acres.
Alabama	80	Kellyville	80
Beggs	160	Lee	45
Bixby	80	Mounds	160
Bristow	385	Muskogee	2, 444. 76
Checotah	503. 75	Okmulgee	415
Clarksville	147. 5	Red Fork	160
Coweta	85	Sapulpa	501. 25
Eufaula	431. 38	Tulsa	654. 53
Foster (Yager post-office)	120	Wagoner	2, 700
Gibson Station	160	Wetumka	160
Henryetta	157. 13	Wildcat	158
Holdenville	429. 79	Winchell	160
Inola	160		

CHEROKEE NATION.

Limits established and interior surveys made.

	Acres.		Acres.
Adair.....	150	Lenapah.....	118. 12
Afton.....	532. 5	Long.....	45
Bartlesville.....	342. 44	Maple.....	42. 5
Big Cabin.....	70. 15	McLain.....	25
Briartown.....	30. 22	Muldrow.....	210. 5
Bluejacket.....	196. 25	North Tulsa.....	89. 77
Braggs.....	95. 54	Nowata.....	375. 63
Campbell.....	165	Oologah.....	170
Catoosa.....	165	Peggs.....	45
Centralia.....	177. 5	Pryor Creek.....	365
Chelsea.....	452. 59	Ramona.....	110
Choteau.....	130	Redland.....	40
Claremore.....	657. 5	Sallisaw.....	257. 78
Collinsville.....	270	Stilwell.....	162. 49
Fairland.....	240	Tahlequah.....	632. 5
Fort Gibson.....	467. 65	Talala.....	170
Gans.....	115	Texanna.....	70
Gritts.....	25	Vian.....	220. 62
Grove.....	210	Vinita.....	946. 23
Hanson.....	95	Webbers Falls.....	80. 5
Kansas.....	45	Welch.....	160
Ketchum.....	20	Westville.....	179. 99

Limits established, land reserved from allotment, but interior surveys not made.

	Acres.		Acres.
Bennett.....	10	Ruby.....	20
Hillside.....	20	Spavinaw.....	10
Lawton.....	37. 5	Watova.....	37. 5
Ochelata.....	40	Vera.....	62. 5
Owasso.....	95		

From the above the following statement is submitted, showing the number of town and status of the surveys in each nation June 30, 1903:

Choctaw Nation:		
Surveyed.....	84	
To be surveyed.....	5	
Total.....	89	
Chickasaw Nation:		
Surveyed.....	127	
To be surveyed.....	3	
Total.....	130	
Creek Nation:		
Surveyed.....	25	
Cherokee Nation:		
Surveyed.....	44	
To be surveyed.....	9	
Total.....	53	
Grand total.....	297	

APPRAISEMENTS.

Four commissions were in the field making appraisement of town sites, one in each of the Choctaw, Chickasaw, Creek, and Cherokee nations, up to March 13, 1903, the date the town-site work was suspended on account of lack of funds to carry on the work.

The personnel of the commissions in the Choctaw, Chickasaw, and

Creek nations was the same as during the previous year—Messrs. J. A. Sterrett and Thomas W. Hunter for the Choctaw Nation, Messrs. Arthur W. Hefley and Wesley B. Burney for the Chickasaw Nation, and Messrs. Dwight W. Tuttle, Henry C. Linn, and George A. Alexander for the Creek Nation.

During the furlough of these commissions, however, the tribal member of the Choctaw Commission, Mr. Hunter, was removed by the President, and the principal chief appointed Mr. Butler S. Smiser, formerly a member of this Commission, to fill this vacancy.

The work of appraising all of the towns in the Creek Nation having been completed, leaving only the trial of contests and the settlement of similar claims, the Creek Commission has been abolished by the Department and the work is now being completed by the Secretary of the Interior through this office.

In September, 1902, after the ratification of the agreement with the Cherokee Nation, a town-site commission for that nation was appointed, consisting of Mr. Edwin Long, chairman, Mr. Dorwin Higley, and Mr. Lucien W. Buffington, the last named being the representative of the tribe. Inasmuch as the law recognizes the right of occupancy acquired from the Cherokee Nation in towns originally surveyed and platted by the tribal authorities, the work of appraisement in the Cherokee Nation has been much more complicated than in any of the other nations, and can not proceed as rapidly.

The several commissions are under the supervision of the inspector, and submit their schedules of appraisement for the approval of the Department through this office, where record books and notices are prepared while the schedule is being passed upon, and as soon as the same is approved, the notices of appraisement are sent to the proper commissions for delivery to the lot owners. After the record books are completed, showing the dates of service of these notices, such books are delivered to the Indian agent, who receives all payments made.

In the Creek Nation, under the provisions of the law, the first payment of 10 per cent must be made within sixty days from service of notice; the second payment of 15 per cent within four months thereafter, and the remainder of the purchase money in three equal annual installments, without interest. In case any amount is not paid when due, the same shall thereafter bear interest at the rate of 10 per cent per annum.

In the Choctaw and Chickasaw nations the first payment of 25 per cent must be made within sixty days from service of notice and the balance in three equal annual installments.

In the Cherokee Nation the lot owner is required within sixty days after notice to make payment of 10 per cent; four months thereafter, 15 per cent additional, and the remainder of the purchase money in three equal annual installments.

Payments for unimproved lots sold at public auction are also made to the United States Indian agent in the same manner.

The amount collected by the Indian agent on account of town lots during the year for the several nations is shown in the following statement:

Choctaw and Chickasaw nations.....	\$337, 427. 21
Creek Nation.....	211, 410. 22
Cherokee Nation.....	21, 286. 40
Total.....	570, 123. 83

The original Creek agreement provided that the lots subject to sale at public auction should be sold within twelve months after their appraisalment, under the direction of the Secretary of the Interior. Therefore, as the twelve months would expire during the time the town-site commission was furloughed, such lots were sold under direction of the Secretary by the inspector.

The following statement shows the status of the appraisements at the time of the furlough of the commissions on March 13, 1903, and inasmuch as no further appraisalment work was done during the fiscal year, this is also the status on June 30, 1903:

CHOCTAW NATION.

Towns appraised, notices served, and record books delivered to Indian agent.

Allen.	Kiowa.
Antlers.	Lehigh.
Atoka.	McAlester.
Caddo.	Poteau.
Calvin.	Red Oak.
Cameron.	South McAlester.
Canadian.	Spiro.
Cowlington.	Sterrett.
Durant.	Stigler.
Enterprise.	Talihina.
Grant.	Tamaha.
Guertie.	Whitefield.
Heavener.	Wilburton.
Howe.	Wister.
Hoyt.	

Towns appraised, schedules submitted to Department, but notices not served.

Bengal.	Hunter.
Bennington.	Iron Bridge.
Boggy Depot.	Kennady.
Bower.	Leflore.
Caney.	Owl.
Cartersville.	Soper.
Dexter.	Tuskahoma.
Ego.	Wapanucka.
Fanshawe.	Valliant.
Garland.	

Towns appraised, but schedules not finally completed.

FORT TOWSON.

Towns yet to appraise.

	Acres.		Acres.
Albany	95	Jackson	20
Alderson	175	Kosoma	30
Blaine	17.5	Krebs	347.5
Blue	60	McCurtain	320
Bokehito	215	Monroe	40
Boswell	265	Muse	10
Braden	17.5	Newburg	17.5
Brooken	40	Oaklodge	40
Byrne	17.59	Oconee	20
Citra	37.5	Phillips	337.34
Coalgate	785	Purnell	89.99
Crowder City	160	Roberta	15
Folsom	17.5	Sansbois	40
Garvin	125.87	Savanna	100
Gilbert	107.85	Shadypoint	68.44
Gowen	82.5	Star	35
Haileyville	681.05	Stringtown	62.5
Harrington	45	Summerfield	7.5
Hartshorne	848.11	Utica	40
Hugo	415	Wade	60

CHICKASAW NATION.

Towns appraised, notices served, and record books delivered to Indian agent.

Addington.	Marietta.
Ardmore.	Marlow.
Berwyn.	McGee.
Center.	Minco.
Chickasha.	Orr.
Comanche.	Paoli.
Connerville.	Pauls Valley.
Colbert.	Pontotoc.
Cornish.	Purdy.
Cumberland.	Rush Springs.
Dougherty.	Ryan.
Duncan.	Silo.
Earl.	Stonewall.
Elmore.	Sugden.
Emet.	Terral.
Johnson.	Woodville.
Lebanon.	Wynnewood.
Leon.	

Towns appraised, schedules submitted to Department, but notices not served.

Erin Springs.	Kemp.
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Towns appraised, but schedules not finally completed.

Davis.	Purcell.
Oakland.	Tishomingo.

Towns yet to appraise.

	Acres.		Acres.
Ada	559.9	Homer	32.5
Alma	40	Hunton	2.5
Ara	15	Iona	20
Atlee	30	Jesse	42.5
Aylesworth	40	Keller	10
Bailey	32.5	Lindsay	440
Bebee	20	Loco	95.62
Bee	22.5	Lonegrove	195
Brady	15	Madill	160
Brock	22.5	Mannsville	385
Burneyville	35	Marsden	22.5
Chism	22.5	Maxwell	40
Cliff	40	McMillan	30
Dibble	40	Mead	60
Dixie	37.5	Midland	60
Dolberg	7.5	Milburn	301.96
Doyle	20	Mill Creek (Bryant)	155.45
Drake	15	Newport	20
Durwood	140	Ninnekah	37.66
Eastman	18.75	Oakman	37.95
Elk	39.99	Okra	15
Fitzhugh	69.34	Orinne	15
Foster	37.5	Overbrook	34.33
Fox	27.5	Palmer	10
Francis	160	Pike	15
Glenn	30	Platter	40
Grady	37.78	Powell	15
Graham	40	Provence	40
Harrisburg	20	Ravia	326.39
Hart	30	Reagan	35
Healdton	40	Reck	22.5
Helen	156.09	Robberson	25
Hennepin	40	Roff	595
Hewitt	40	Scullin	120
Hickory	330	Sneed	22.5
Hird	25	Springer	105
Holder	7.5	Sulphur .....	.....

Towns yet to appraise—Continued.

	Acres.		Acres.
Tatums	40	Viola	12.5
Teller	30	Wallville	10.15
Thackerville	39.67	Wayne	40
Troy	37.5	Whitehead	35
Tussy	40	Wiley	10
Tyler	30	Woodford	40
Tyrola	25	Woolsey	15
Velma	40		

CREEK NATION.

Towns appraised, notices served, and record books delivered to Indian agent.

Alabama.	Kellyville.
Beggs.	Lee.
Bixby.	Mounds.
Bristow.	Muskogee.
Checotah.	Okmulgee.
Clarksville.	Red Fork.
Coweta.	Sapulpa.
Eufaula.	Tulsa.
Foster (Yager p. o.).	Wagoner.
Gibson station.	Wetumka.
Henryetta.	Wildcat.
Holdenville.	Winchell.
Inola.	

Towns yet to appraise.

None.

CHEROKEE NATION.

Towns appraised, notices served, and record books delivered to Indian agent.

Bluejacket.	Vinita.
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Towns appraised, schedules submitted to Department, but notices not served.

Afton.	Chelsea.
Catoosa.	Welch.

Towns yet to appraise.

	Acres.		Acres.
Adair	150	McLain	25
Bartlesville	342.44	Muldrow	210.5
Bennett	10	North Tulsa	89.77
Big Cabin	70.15	Nowata	375.63
Braggs	95.54	Ochelata	40
Briartown	30.22	Oologah	170
Campbell	165	Owasso	95
Centralia	177.5	Peggs	45
Choteau	130	Pryor Creek	365
Claremore	657.5	Ramona	110
Collinsville	270	Redland	40
Fairland	240	Ruby	20
Fort Gibson	467.65	Sallisaw	257.78
Gans	115	Spavinaw	10
Gritts	25	Stilwell	162.49
Grove	210	Tablequah	632.5
Hanson	95	Talala	170
Hillside	20	Texanna	70
Kansas	45	Vera	62.5
Ketchum	20	Vian	220.62
Lawton	37.5	Watova	37.5
Lenapah	118.12	Webbers Falls	80.5
Long	45	Westville	179.99
Maple	42.5		

From the foregoing statement it will be noted the Choctaw Commission has 40 towns to appraise, 18 of which are small, with a population of less than 200; that the Chickasaw Commission has 89 towns to appraise, 68 of which have a population of less than 200; that the appraisement work in the Creek Nation is complete, and that the Cherokee Commission has 47 towns to appraise, 21 of which have less than 200 inhabitants.

In addition to the appraisement work of the Choctaw and Chickasaw commissions, they have also sold during the year the vacant lots in practically all of the larger towns.

TOWN-LOT DEEDS.

Payments only being received at two towns in the Cherokee Nation, but few town-lot patents in that nation have been issued, there being 74 for the town of Vinita.

Final payments are being made rapidly in the Creek Nation, about 2,445 deeds to town lots in that nation having been issued and approved by the Department.

The deeds in the Creek and Cherokee Nation are drawn by the principal chiefs upon certificates from the United States Indian agent showing that full payment has been made. The deeds are forwarded to this office, where they are carefully checked and compared and transmitted for the approval of the Secretary of the Interior, and afterwards sent to the Commission to the Five Civilized Tribes for record, and then returned to the principal chief to be delivered to the grantees.

In the Choctaw and Chickasaw nations the matter of issuing town-lot deeds has been temporarily held up, in view of the fact that the original agreement provided that all coal and asphalt be reserved, while the supplemental agreement only reserved the coal and asphalt within a certain area, to be determined by the Department, as referred to in my report relative to mining in these nations. Therefore, as it was not known in what towns the owners of the lots would receive the absolute title, until the coal and asphalt segregations were determined upon, by direction of the Department no deeds were issued until it was ascertained exactly which towns were included within the segregations. Afterwards and until the close of the fiscal year, owing to the furlough of the town-site force and the lack of sufficient funds, the matter of the issuance of these patents was again delayed until the 1st of July, since which time they are being prepared and executed by the tribal authorities.

The greater portion of the town of Bartlesville, in the Cherokee Nation, being covered by an oil and gas lease granted the Cudahy Oil Company by the Secretary of the Interior, under the provisions of the Curtis Act, the question of the right of property owners after appraisement to bore for oil upon the lots was considered by the Department, and it was held that title to lots in that portion of the town covered by the lease would not include the oil and gas. Therefore instructions were issued by the Department that when such town was appraised and payments made for lots therein the deeds should reserve the oil and gas for the period of 15 years, or during the term of the lease.

TRIBAL REVENUES.

CHOCTAW AND CHICKASAW NATIONS.

Since the passage of the Indian appropriation act approved May 27, 1902, which prohibited the removal of any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Territory which has been designated as a town site, the tribal authorities have practically been unable to enforce the collection of their revenues and permits assessed against noncitizens. In both nations they have appealed to the Department for assistance, and it having been held by the Attorney-General, in an opinion rendered September 7, 1900, in the matter of the power and duty of the Interior Department in connection with these nations (a copy of which opinion was submitted with my report for the fiscal year 1901), that the stores and places of business of merchants refusing to pay the tribal tax could be closed, even after appraisement and payment for town lots, the Department directed that such steps be taken in these nations.

When an attempt was made to close stores in the town of South McAlester, in the Choctaw Nation, the merchants applied to Hon. William H. H. Clayton, judge of the United States court for the central district, Indian Territory, for an order restraining the officials of the Department from interfering with their business or closing their stores. A temporary injunction was granted and therefore no further action was taken, pending the final hearing. This order was made perpetual by an opinion rendered by the court August 16, 1903, report of which has since been made to the Department. The case has also been appealed.

In the Chickasaw Nation, as stated in my report for the fiscal year 1902, the national legislature having authorized and requested the Department to take the matter of the collection of the tribal cattle taxes in charge, the expenses of such work to be paid from the collections made, this tax has been collected by the officers of the Department, under regulations promulgated by the Secretary of the Interior. These regulations levy an annual privilege or permit tax of 25 cents per head on horses, cattle, and mules, and 5 cents per head on sheep and goats, with certain exceptions for family use. A copy of these regulations is attached as Appendix No. 17, page 385.

When the matter was first taken in hand this office met with organized opposition by the cattlemen, who placed every obstacle in the way of the officials of the Department to prevent the collection of this tax. The validity thereof was not only tested in the courts in the Indian Territory, but application was made to the supreme court of the District of Columbia for an injunction restraining the Secretary of the Interior, the Commissioner of Indian Affairs, and officers acting under their authority, from seizing and removing the cattle belonging to the complainants from land occupied by them in the Chickasaw Nation, Indian Territory.

This court denied the application, and an appeal was taken to the court of appeals of the District of Columbia, from which court a written decision was handed down on April 7, 1903, sustaining the court below. A copy of the opinion in this case, which is known as *E. T. Morris et al. v. Ethan A. Hitchcock et al.*, is respectfully submitted as Appendix No. 18, page 386.

A similar application for injunction, which was made to Hon. Hosea Townsend, the judge of the United States court for the southern district, Indian Territory, was also denied.

The United States Indian agent was directed to remove from the Chickasaw Nation and the Indian Territory all cattle held and pastured in this nation contrary to the regulations of the Department. When the Indian police, under the direction of the agent, attempted to remove cattle upon which the tax had not been paid the owners replevined the cattle. The matter was reported to the Department and it was held that cattle which were being removed from the Chickasaw Nation, while in course of removal, were in the custody of the law, and that the administration and execution of the intercourse laws and treaties were matters with which the court could not interfere or impede executive action.

The attention of the Attorney-General was called to the fact that the clerk and deputy clerks of the United States court were issuing writs of replevin, notwithstanding the fact that the same court had held that the tax was legal and should be paid, and the position of the Department being thoroughly presented to the Attorney-General, he advised the United States district attorney for the southern district that these writs of replevin should be disregarded and that he should cooperate with the Indian agent in every way in the matter of removing these cattle. The question of the authority of the clerk and deputy clerks of the court to issue writs of replevin in these cases was presented to the court, and Judge Hosea Townsend issued an order directing such clerk and deputy clerks to cease issuing these writs.

Cattlemen having apparently exhausted their efforts to avoid the payment of this tax, and finding that their cattle would be removed unless payment was made, in most instances paid the amounts due. It was necessary, however, to remove the cattle in several cases, which had the desired effect.

As stated in my report for the previous fiscal year, Mr. Guy P. Cobb, the revenue inspector for the Creek and Cherokee nations, had been assigned to the duty of looking after the collection of the cattle tax in the Chickasaw Nation, and the work of seeing that proper payments were made was carried on under his supervision with the assistance of district inspectors.

On April 30, 1903, however, Mr. Cobb resigned, and during the remainder of the fiscal year, the position not having been filled, the work was directed from this office. Mr. Stephen H. Taylor, of Wisconsin, was afterwards appointed revenue inspector, and assumed his duties about the 1st of July.

The amount of money collected by the United States Indian agent on account of the tax on live stock introduced into the Chickasaw Nation during the fiscal year was \$30,511.65.

CREEK NATION.

Referring to my report for the fiscal year ended June 30, 1902, which stated that since the passage of the act of May 27, 1902, making it unlawful to remove noncitizens who were in possession of town lots in any regularly established town, parties owing the privilege or occupancy taxes in the Creek Nation declined to further pay the same, steps were taken to close the stores or places of business of certain merchants in the town of Wagoner, whereupon a temporary injunc-

tion was granted by the court for the northern district, Indian Territory, Hon. Joseph A. Gill presiding. In view of this action of the court practically no payments on account of privilege or permit taxes were made during the year in the Creek Nation.

Under the regulations of the Department, however, governing the grazing of cattle upon the public domain, the revenue inspector has been successful in requiring large payments due the tribe from this source, which amount during the year to \$24,795.70.

The United States Indian agent collected for the Creek Nation during the fiscal year ended June 30, 1903, the total sum of \$237,760.71. Of this amount \$211,410.22 was on account of payments for town lots. The statement given below shows the sources from which the remainder of the amount collected was derived:

Coal royalty	\$1,505.29
Hay	26.50
Occupation	3.00
Pasture and cattle revenues	24,795.70
Timber	20.00
Total	26,350.49

CHEROKEE NATION.

The largest item of revenue collected for the Cherokee Nation during the year has been on account of the royalty on hay, the tribal laws providing that a payment of 20 cents per ton must be made on all hay shipped beyond the limits of the Cherokee Nation. The money received from this source amounted to \$3,444.82. More difficulty was had during the past year than during any previous year in the collection of this hay royalty by reason of the fact that some of the railroad companies, which had heretofore instructed their local agents not to accept hay for shipment until the shipper could produce evidence that the royalty thereon had been paid, withdrew these instructions.

At the close of the fiscal year, during the first part of July, however, inasmuch as section 64 of the Cherokee agreement provided that all revenues of whatsoever character should be collected under rules and regulations to be prescribed by the Secretary of the Interior, the Department issued regulations concerning this matter, a copy of which is submitted as Appendix No. 19, page 393.

These regulations requested railroad and other transportation companies and individuals not to accept hay for transportation or transport the same beyond the limits of the Cherokee Nation until furnished evidence that the payment of 20 cents per ton had been made as required. This matter has been taken up with the several railroad companies, and all have complied with this request and issued instructions to their station agents not to accept hay for shipment until advised that the royalty is paid.

There was paid to the United States Indian agent from July 1, 1902 to June 30, 1903, for the credit of the Cherokee Nation, the total sum of \$58,820.88. Of this amount \$21,286.40 was on account of payments for town lots. The following statement shows the sources from which the remainder of the amount collected, \$37,534.48, was derived:

Hay royalty	\$3,444.82
Coal royalty	2,813.66
Oil and gas	1,300.00
Merchandise tax	88.48
Gravel royalty	70.40
Ferry charters	178.77

Stone.....	\$286. 63
Sale of intruder places.....	56. 50
Sale of jail property.....	140. 20
Sale of Fort Gibson buildings.....	7, 177. 00
School revenue (board of teachers and pupils).....	20, 067. 54
Orphan asylum revenue (board of teachers and employees).....	144. 50
Unexpended balance, Cherokee advocate.....	147. 83
Estray stock.....	1, 618. 15
Total.....	37, 534. 48

TIMBER AND STONE.

The act of June 6, 1900 (31 Stat., 660), governing the procurement of timber and stone from lands of the Five Civilized Tribes, was amended by an act approved January 21, 1903 (32 Stat., 774), and on February 28, 1903, the Department approved new regulations promulgated thereunder, a copy of which is submitted with this report. (See Appendix No. 8, p. 358).

The original act restricted the use of timber and stone procured under the provisions of such act to points within the Indian Territory, but the act of January 21, 1903, authorized the use of such timber and stone upon any railroad outside of the said Territory which is a part of any continuous line of railroad extending into the Territory.

This act also provided—

That nothing herein contained shall be construed to prevent allottees from disposing of timber and stone on their allotments as provided in section sixteen of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, from and after allotment by the Commission to the Five Civilized Tribes.

In view of the provision above quoted, the regulations prescribed by the Department, under date of February 28, 1903, only applied to unallotted lands, and inasmuch as there were a number of complaints that Indian citizens prior to the time they selected their allotments claimed large bodies of land chiefly valuable for its timber, and would cut and dispose of such timber, it was found necessary to amend these regulations prohibiting the sale or disposal of any merchantable timber, except under contract entered into in accordance therewith, or where special authority was procured from the Secretary of the Interior to permit of such disposal.

The original Creek agreement authorized Indian citizens to sell and dispose of their timber after they had selected their allotments; therefore the said act of January 21, 1903, would only apply to unselected lands in this nation.

This act, therefore, authorized Indian citizens in the Choctaw, Chickasaw, Cherokee, and Seminole nations to dispose of their timber "from and after allotment by the Commission to the Five Civilized Tribes." This necessitated a decision as to when allotment took place in these nations. The matter was referred by the Department to the Assistant Attorney-General and an opinion has been rendered and approved by the Secretary of the Interior, holding that Seminole allottees may dispose of their timber at this time, as the allotments are complete in that nation; and that Cherokee, Choctaw, and Chickasaw citizens may sell and dispose of their timber after they have selected their allotments and received certificate of such selection from the Commission to the Five Civilized Tribes.

A list of contracts entered into during the year in accordance with the regulations of the Department is respectfully submitted:

Name.	Material.	Amount.	Date of contract.
James Elliott.....	Cross-ties.....	100,000	} July 7, 1902
	Switch ties.....	4,900	
	Piling..... linear feet.....	50,000	
Eugene A. Kline.....	do..... do.....	30,000	} Aug. 16, 1902
Dennis B. Hussey.....	do..... do.....	200,000	
	Cross-ties.....	500,000	} Oct. 24, 1902
	Switch ties.....	25,000	
	Cross-ties.....	60,000	
Hobart-Lee Tie Co.....	do.....	100,000	} Sept. 27, 1902
A. McLeod & Co.....	do.....	500,000	
	Bridge timber..... feet.....	500,000	} a Mar. 30, 1903
Kansas and Arkansas Valley Rwy. Co.....	Gravel..... cubic yards.....	500,000	
Missouri, Kansas and Texas Rwy Co.....	Stone..... do.....	200,000	

^a Extension of contract dated Feb. 23, 1902.

^b Extended one year.

During the year it was found, upon investigation, that considerable quantities of pine timber were being taken from the tribal lands in different parts of the Territory, particularly in the Choctaw Nation. This timber was seized by the United States Indian agent through his police, and, in most instances, by direction of the Department, sold at public auction. In some cases, however, the claimants applied to the courts, and after giving bond replevined said timber. The summary action taken in these matters in seizing all timber found to be illegally cut had the effect of preventing other persons from engaging in similar enterprises. These matters have also been referred to the United States district attorney, and in several cases he has instituted successful prosecutions.

SCHOOLS.

CHOCTAW NATION.

The schools in this nation are jointly in charge of the United States school supervisor and a representative on the part of the tribal government, both of these officers acting under the supervision of Mr. John D. Benedict, the superintendent of schools in the Indian Territory, and subject to the approval of the Department. The royalties derived from coal and asphalt constitute the school fund of this nation. This fund is ample for the maintenance of all the schools needed for the education of Choctaw children of Indian blood, only such children being entitled under the law to participate in the benefits of this fund.

A report of the superintendent of schools, together with the reports of the several supervisors, is forwarded herewith, to which I invite attention. These reports discuss the conditions in each nation.

The superintendent reports that the Choctaws have manifested a commendable degree of interest in the educational welfare of their children, but, as in the other nations, many parents fail to appreciate the necessity of sending their children to school regularly.

The school fund is disbursed under rules and regulations prescribed by the Secretary of the Interior, and therefore the expenses incident to the conducting of the same are paid by the United States Indian agent at Union Agency, upon vouchers duly certified to and approved by the school officials.

Four regular boarding schools or academies have been maintained in the Choctaw Nation during the year, in addition to one mission school or academy at Atoka, where the tuition of a number of pupils has been paid. In the four academies 483 Choctaw children were furnished board, clothing, books, tuition, and medical attendance free of charge. Seventy-seven pupils were maintained at the Atoka Academy. Nine small boarding schools, in addition to the mission school at Atoka referred to above, were also maintained in remote settlements, in which board and tuition were furnished 370 Choctaw children. Besides these, 175 day schools, including 34 schools in the Chickasaw Nation where tuition of Choctaw pupils was paid, were maintained throughout the school year, in which 3,068 children were enrolled. The total enrollment of all the above schools was 3,998, at a total cost of \$119,561.

CHICKASAW NATION.

The proportion of the moneys derived from coal and asphalt royalties belonging to the Chickasaw Nation is not sufficient to maintain their schools, and therefore, as a large amount of expense of these schools is paid by the tribal authorities from their general fund, the Government has not taken charge of the schools in this nation.

This nation has maintained five boarding schools, one of which is an orphan academy, and fifteen day schools, with a total enrollment of 1,193 pupils, costing \$110,750.

The superintendent reports that the school finances of this nation are in a deplorable condition, that their council makes no appropriation for school purposes at the beginning of each year, but permits their school authorities to continue incurring indebtedness regardless of their ability to pay. Nearly all of their boarding schools are conducted upon the contract plan, the contractors agreeing to furnish board and teachers at a stipulated price per month for each pupil in attendance; that another extravagant feature of their school management is their attempt to pay the board of all children enrolled in the day schools. In many instances parents are allowed from \$10 to \$12 per month per child for boarding their own children.

At the present time practically the only supervision the Department has of these schools is in the examination of teachers to be employed. In view of the unsatisfactory conditions it is not believed the school work in the Chickasaw Nation can materially improve until Congress authorizes the Secretary of the Interior to supervise such schools and to disburse the funds required to maintain the same.

CREEK NATION.

The regulations prescribed by the Secretary of the Interior during the previous fiscal year have been in effect during the year just closed, the schools having been continued jointly under the control of a tribal superintendent and a Government supervisor, under the direction of the general superintendent for Indian Territory.

The national council makes appropriation for the payment of the expenses of maintaining these schools, and warrants are issued by the principal chief upon a joint requisition of the tribal superintendent and Federal supervisor. These warrants are in due time paid by the United States Indian agent from the school funds belonging to the nation.

The Creek Nation has maintained during the year ended June 30, 1903, 10 boarding schools, 7 for Indian children and 3 for freedmen or

colored children. Two of these 10 schools are orphan homes. This nation has also maintained 58 day schools. The total enrollment of these schools is 2,557, at a total cost of \$73,358. The superintendent reports that a very large percentage of the Creeks are full bloods and their children with but few exceptions are in the primary or elementary grades; that many of the parents manifest but little interest in education, and as there is no compulsory-attendance law, their average attendance frequently falls very low.

CHEROKEE NATION.

Since the ratification of the act of July 1, 1902 (32 Stat., 716), which provides for joint control of the schools of the Cherokee Nation under rules to be prescribed by the Secretary of the Interior, such schools have been maintained under regulations adopted October 6, 1902, the full text of which is shown in the report of the superintendent of schools.

In school matters in this nation the Federal school supervisor acts jointly with the tribal board of education, all teachers being examined and appointed by the board of education and the supervisor, with the approval of the superintendent of schools in Indian Territory. The salaries of superintendents, teachers, and other employees are fixed by the Secretary of the Interior.

The expenses of maintaining these schools, including the orphan asylum, are paid each month by the board of education and supervisor issuing a joint requisition upon the principal chief for an order or request upon the Secretary of the Interior for the amounts due in favor of the respective persons for whom proper claims are presented. Said claims or requisitions are approved by the superintendent of schools and are filed in the office of the board of education, which board transmits the approved requisitions to the principal chief, which requisitions are his authority for the issuance of an order or request for the payment of the indebtedness. Such orders or requests are recorded by the supervisor of schools and transmitted to the United States Indian agent at Union Agency, who pays the same in a manner similar to the payment of Cherokee warrants, taking up such order and issuing his official check in lieu thereof.

This nation has maintained during the past fiscal year four boarding schools, one being an orphan academy and one a colored high school. The superintendent reports that the two seminaries, male and female, located at Tahlequah, are the special pride of the Cherokee tribe; that these are the only two Indian schools in Indian Territory, and possibly the only ones in the United States, in which the pupils are required to pay board. Their courses of study are equal to those of a first-class high school, and their graduates are permitted to enter college without examination. The male seminary graduated 6 students during the year just closed, with a total enrollment of 260, while the female seminary graduating class numbered 16, with an enrollment of 240.

In addition to the four boarding schools, this nation has also maintained 150 day schools, all having a total enrollment of 6,187 pupils, at a cost of \$110,818.

FINANCE.

As shown by the report of the United States Indian agent, submitted herewith, he has handled during the year \$2,703,638.28. This includes moneys collected by him for the several tribes and the

amounts received by requisition from the Treasury Department and afterwards disbursed.

RECEIPTS.

All moneys are collected under rules and regulations of the Department and supervision of the inspector, and placed to the credit of the respective tribes in the Treasury of the United States. Remittances are nearly all received through the mail, and are at once properly credited to the account for which they are forwarded and receipts prepared and sent through the mail as soon as possible.

A statement of the receipts from the various sources as indicated, not including the amounts advanced to the agent for disbursements, during the year commencing July 1, 1902, and ending June 30, 1903, follows:

Choctaw and Chickasaw nations:			
Coal royalty	\$259,686.58		
Asphalt royalty	2,243.26		
Timber	43,226.25		
Stone.....	947.10		
Town lots	337,427.21		
Total	643,530.40		
Less exchange	388.14		
			\$643,142.26
Chickasaw Nation:			
Cattle tax	30,511.65		
Less exchange	19.77		
			30,491.88
Creek Nation:			
Coal royalty	1,505.29		
Hay	26.50		
Occupation tax	3.00		
Pasture and cattle revenues	24,795.70		
Timber	20.00		
Town lots	211,410.22		
Total	237,760.71		
Less exchange	219.57		
			237,541.14
Cherokee Nation:			
Hay royalty	3,444.82		
Coal royalty	2,813.66		
Oil and gas.....	1,300.00		
Stone.....	286.63		
Gravel.....	70.40		
Merchandise tax	88.48		
Ferry charters	178.77		
Sale of intruder places	56.50		
School revenue (board of teachers and pupils).....	20,067.54		
Orphan asylum revenue (board of teachers and employees)	144.50		
Estray stock	1,618.15		
Sale of jail property	140.20		
Sale of Fort Gibson buildings	7,177.00		
Town lots.....	21,286.40		
Unexpended balance, Cherokee Advocate.....	147.83		
Total	58,820.88		
Less exchange	53.71		
			58,767.17
Sale of town-site plats			194.78
Total deposited to the credit of the respective tribes and funds...			970,137.23

DISBURSEMENTS.

The United States Indian agent at Union Agency during the fiscal year ended June 30, 1902, has disbursed the total sum of \$1,624,469.89, not including deposits, as shown by the following statement, and for the purposes indicated:

Warrant payments:	
Creek	\$113,605.65
Cherokee	1,140,352.04
Choctaw	292.20
Chickasaw	50,779.69
Schools, Choctaw	62,123.77
Expenses, town-site	60,799.65
Unpaid smallpox accounts	341.00
Removal of intruders	5,991.27
Destitute Cherokee Indians and expenses	327.00
Expenses Choctaw and Chickasaw citizenship court	1,439.34
Expenses Cherokee Citizenship Commission and witnesses	2,288.97
Salary and expenses, district revenue inspectors	987.55
Per capita payment, Chickasaw Indians, and expenses	159,109.52
Creek indigents	108.00
Exchange	681.19
Employees, office incidentals and miscellaneous	25,351.65
Total	1,624,578.49

WARRANT PAYMENTS.

CREEK.

My report for the previous fiscal year referred to a payment commenced by the United States Indian agent at the beginning of last year. At this payment warrants of the Creek Nation aggregating \$38,457.90 were retired. A second payment was made under advertisements of January 15 and February 4, 1903, of \$75,147.75, making a total disbursement of \$113,605.65 during the year in the payment of Creek warrants.

These warrants were issued by the principal chief of the Creek Nation upon appropriation acts of the National Council for the maintenance of the tribal government and schools. Their income is practically sufficient to pay these expenses, and this nation has only a small outstanding indebtedness. All warrants are carefully checked and recorded by this office and approved before being circulated.

CHEROKEE.

July 1, 1902, the United States Indian agent commenced a payment at which he disbursed \$135,023.20 in retiring outstanding warrants of the general, school, orphan, and insane funds.

The act of July 1, 1902, which became effective upon its ratification by the tribe August 7, 1902, provided that the Secretary of the Interior shall cause to be paid all just indebtedness of the tribe existing at the date of the ratification of the act, and also all warrants drawn by authority of law thereafter and prior to the dissolution of the tribal government.

On September 18, 1902, the Department prescribed regulations con-

cerning the payment of the indebtedness of the Cherokee Nation, as follows:

SECTION 1. The United States Indian agent at Union Agency is hereby authorized and directed to advertise the payment of all lawful outstanding warrants, together with the interest on the same, and shall proceed to complete said payment at the earliest practicable date, acting under the present regulations of the Department concerning Cherokee warrant payments.

SEC. 2. All warrants drawn by the proper authorities of the Cherokee Nation, dated on or any time after October 1, 1902, shall not be circulated, but shall be submitted to the proper United States officials in the Indian Territory for examination and approval, and, if found correct, then to be transmitted to the United States Indian agent at Union Agency, who shall issue to the parties in whose favor such warrant is drawn a Government check, from funds applicable, for the amount named in said warrant.

SEC. 3. No interest shall be paid on warrants so drawn after October 1, 1902.

In accordance with these regulations, the United States Indian agent retired the outstanding indebtedness of the Cherokee Nation and disbursed from the several funds a total of \$875,640.82, as follows:

National fund and interest.....	\$698, 476. 06
School fund and interest.....	164, 678. 26
Orphan fund and interest.....	5, 685. 53
Insane fund and interest.....	6, 800. 97
Total.....	875, 640. 82

As provided by the regulations above quoted, warrants issued after October 1, 1902, bear no interest nor are they placed in circulation, but instead they are taken up by the United States Indian agent and official checks issued in lieu thereof. In this manner the United States Indian agent has disbursed during the fiscal year ended June 30, 1903, in the payment of noninterest-bearing warrants of the four funds above mentioned, \$129,688.02.

All warrants issued by the tribal authorities are properly checked and recorded by this office and approved before being paid.

From the three items above mentioned it will be noted that during the fiscal year the Indian agent had disbursed in the payment of Cherokee warrants and interest thereon the total sum of \$1,140,352.04.

CHOCTAW.

On June 30, 1902, there was reported a balance of \$673.44 remaining of the appropriation of \$75,000 made by the act of Congress approved March 3, 1899, for the purpose of retiring the general outstanding indebtedness of the Choctaw Nation.

During the year this office submitted additional warrants to be paid from this appropriation, and the Department authorized the payment of such warrants in the sum of \$292.20, which payments were made by the United States Indian agent.

CHICKASAW.

The regulations heretofore in effect governing the payment of school warrants of the Chickasaw Nation were continued during the year, and the Indian agent made two payments, one in October and one in May, aggregating \$50,779.69. These warrants were certified to by the school authorities, their validity carefully investigated, and their payment approved by the Department.

CHICKASAW PER CAPITA PAYMENT.

The supplemental agreement with the Choctaw and Chickasaw nations provided that there should be paid to each citizen of the Chickasaw Nation, immediately after the approval of his enrollment and right to participate in the distribution of tribal property, the sum of \$40, such payment to be made under the direction of the Secretary of the Interior, out of the balance of the "arrears of interest" of \$558,520.54 appropriated by the act of June 28, 1898.

Under the direction of the Department this payment was commenced by the United States Indian agent May 14, 1903, and up to the close of the year 3,892 enrolled Chickasaws were paid \$40 per capita, a total of \$155,680.

The general deficiency act of March 3, 1903, appropriated \$5,000 from the fund to be disbursed to pay the expenses incurred in making the payment. Such expenses amounted to \$3,429.52.

Since the close of the fiscal year the payment has been continued to enrolled Chickasaw citizens who had heretofore failed to present themselves, and to others whose enrollment has since been approved.

LOYAL CREEK CLAIM.

The Indian appropriation act approved March 3, 1903 (32 Stat., 982), as a final determination of the so-called Loyal Creek claims, awarded the sum of \$600,000, and appropriated the same to be paid by the Secretary of the Treasury under the direction of the Secretary of the Interior, provided that said sum should be accepted by said Indians in full payment and satisfaction of all claims and demands growing out of said Loyal Creek claims, and that the payment thereof shall be a full release of the Government from any said claim or claims.

The principal chief of the Creek Nation called a convention of the town chiefs and loyal Creeks to take action upon the proviso above referred to, requiring that the acceptance of said Indians of the amount appropriated shall be a full release of the Government, and by direction of the Department the United States Indian agent and the acting inspector attended said convention, which was held at Okmulgee, the capital of the Creek Nation, on March 27, 1903, and report thereof was made to the Department.

It was held, however, in an opinion of the Attorney-General, dated April 22, 1903, that the Creek Nation should accept the terms of said act of March 3, 1903, before the Department would be authorized to direct the payment of the money appropriated. Therefore, a special session of the National Council was convened and an act passed which was in accordance with the views of the Department and was approved by the President June 6, 1903. At the close of the fiscal year the Department was considering the matter of the preparation of a roll showing the persons entitled to participate in this payment.

MUNICIPAL BONDS.

In my report for the fiscal year 1902 I quoted an act of Congress, approved May 19, 1902 (32 Stat., 200), authorizing cities and towns in the Indian Territory having a population of 2,000 or more to issue bonds, with the approval of the judge of the United States court for the judicial district in which such municipality is located.

Section 25 of the original Creek agreement, as ratified by the act of March 1, 1901, authorized municipal authorities to issue bonds with the approval of the Secretary of the Interior, in accordance with the laws of the United States governing such matters, which placed in effect the act of March 4, 1898 (30 Stat., 252), which authorized towns with a population of not less than 1,000 to issue bonds for public purposes.

Under the provisions of the last-mentioned legislation the town of Bristow, with a population of 1,022, made application to the Department for the approval of an issuance of school bonds in the sum of \$8,000, which approval was given on December 15, 1902.

Section 55 of the supplemental agreement with the Choctaw and Chickasaw nations, as ratified by the act of July 1, 1902, provides:

Authority is hereby conferred upon municipal corporations in the Choctaw and Chickasaw nations, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nations and made applicable to the cities and towns therein the same as if specially enacted in reference thereto; and said municipal corporations are hereby authorized to vacate streets and alleys, or parts thereof, and said streets and alleys when so vacated shall become the property of the adjacent property holders.

It was held, so far as the Choctaw and Chickasaw nations are concerned, the general bond act of May 19, 1902, above referred to, was superseded except as to the limitations of said last-mentioned act. Therefore, cities and towns in the Choctaw and Chickasaw nations that desire to issue bonds for public purposes must do so in accordance with the provisions of the act of March 4, 1898 (30 Stat., 252), subject to the limitations of the general bond act of May 19, 1902, and with the approval of the Secretary of the Interior.

The Department has authorized during the year the following bond issues in these nations:

South McAlester, Choctaw Nation, \$150,000 for waterworks.
 Durant, Choctaw Nation, \$15,000 for schools.
 Duncan, Chickasaw Nation, \$25,000 for waterworks.

Steps were also taken prior to the close of the fiscal year by the towns of Wynnewood, Pauls Valley, and Chickasha, in the Chickasaw Nation, to issue bonds, which were passed upon by the Department since the fiscal year ended, as follows:

Pauls Valley, \$18,000 for waterworks and sewers, approved.
 Wynnewood, \$15,000 for schools, approved.
 Chickasha, \$75,000 for waterworks and \$60,000 for sewers, not approved, for the reason that such amount exceeded the limitations of the act of May 19, 1902, the town having heretofore issued \$65,000 in school bonds.

PLACING OF INDIAN CITIZENS IN POSSESSION OF THEIR ALLOTMENTS.

The laws of the respective tribes governing this matter are quoted below:

Section 8 of the original Creek agreement, as ratified by the act of March 1, 1901, as amended by section 19 of the supplemental agreement ratified by the act of June 30, 1902 (32 Stat., 500):

The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove

therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law.

Section 21 of the act of July 1, 1902 (32 Stat., 716), providing for the allotment of lands of the Cherokee Nation, for the disposition of town sites therein, and for other purposes—

Allotment certificates issued by the Dawes Commission shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent for the Union Agency shall, under the direction of the Secretary of the Interior, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

Section 23 of the supplemental agreement with the Choctaw and Chickasaw nations, as ratified by the act of Congress approved July 1, 1902 (32 Stat., 641)—

Allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of any allottee to the tract of land described therein; and the United States Indian agent at the Union Agency shall, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to such allottee, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

As referred to in my report for the previous fiscal year, the Indian appropriation act approved May 27, 1902, appropriated \$15,000 to pay the expenses of the removal of intruders, and placing allottees in unrestricted possession of their allotments. Following the provisions of the laws, as quoted above, the Indian agent, by direction of the Department and under the supervision of the inspector, has taken steps to place the allottees in unrestricted possession of their land when so requested.

There are a large number of these complaints, and it has required much time of the Indian agent's office, together with his force of Indian police, to look after the same.

The agent reports that in the Creek Nation 641 written applications were made by Indian citizens to be placed in possession, and that several thousand cases have been settled or adjusted by his office on verbal complaints.

PUBLIC ROADS.

Section 10 of the supplemental agreement with the Creek Nation, ratified by the act of June 30, 1902, provides—

Public highways or roads 3 rods in width, being $1\frac{1}{2}$ rods on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues, and to be paid by the Creek Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid in the same manner.

Section 37 of the agreement with the Cherokee Nation, as ratified by the act of July 1, 1902, provides—

Public highways or roads 2 rods in width, being 1 rod on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues, and to be paid by the Cherokee Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid for in the same manner.

While the duty of enforcing the laws above quoted evidently devolves upon the Interior Department, the machinery to carry out the work is lacking at this time, as there is no adequate force or funds available for that purpose.

By direction of the Department, on February 12, 1903, a public notice was issued covering this matter, in which it was stated, to the end that there may be uniformity in the establishment of roads throughout the Creek and Cherokee nations, all persons were notified that where section lines were obstructed in any manner, such obstructions must be removed and the section lines opened immediately.

SALE AND LEASING OF CREEK LANDS.

Section 16 of the supplemental agreement with the Creek Nation, as ratified by the act of June 30, 1902, provides that Indian citizens are not authorized to alienate lands allotted to them before the expiration of five years from the date of the approval of the said supplemental agreement, except with the approval of the Secretary of the Interior, and that 40 acres of such allotment shall be selected as a homestead and shall remain inalienable for twenty-one years from the date of the deed therefor.

Section 17 of the same act authorizes Creek citizens to rent their allotments for strictly nonmineral purposes for a term not to exceed one year for grazing purposes only, and for a term not to exceed five years for agricultural purposes; such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes, may also be made with the approval of the Secretary of the Interior and not otherwise.

The Department has issued rules and regulations governing these matters, but for various reasons such regulations were amended and changed, and the plan finally determined upon was not adopted until July 10, 1903, after the close of the fiscal year. A copy of such amended regulations is submitted as Appendix No. 20, page 395.

These regulations require that Creek citizens who desire to sell their land shall apply to the United States Indian agent by petition. Each Monday morning there is posted in a conspicuous place in the agent's office, to remain there for a period of sixty days, a list of lands described in the petitions received during the preceding week. All the lands advertised are viewed and appraised, and no bid for less than the appraised value will be considered. This appraisement is not made public. Sealed bids are received by the agent for any lands listed, to be opened upon the date advertised. Each bid must be accompanied

by a duly certified check for 20 per cent of the amount offered as a guaranty for the faithful performance by the bidder of his proposition. The right to reject any and all bids is reserved, and the acceptance of the highest bid shall be subject to the approval of the allottee.

Prior to the close of the fiscal year no leases covering Creek allotments were submitted for the approval of the Department. There were, however, about 446 warranty deeds executed by Creek allottees, conveying their lands, submitted to the Department for approval, all of which deeds, in view of the change of regulations to advertise the lands and receive bids therefor, were disapproved by the Department.

LEASING OF CHEROKEE ALLOTMENTS.

Section 72 of the act of July 1, 1902 (32 Stat., 716), authorizes Cherokee citizens to rent their allotments, when selected, for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise.

To carry out the provisions of this legislation the Department has promulgated during the year rules and regulations. A copy of such regulations is submitted as Appendix No. 21, page 422.

These regulations provide that all leases requiring the approval of the Department shall be presented to the United States Indian agent at Union Agency, and transmitted by him with his report and recommendation through the usual channels. No leases were submitted to the Department prior to the close of the fiscal year.

In connection with these matters, and inasmuch as a large number of allotments are made to minor Indians, the Department in a recent decision held that leases covering the lands of minor Indians will not be approved for a period extending beyond the date that such minors reach their majority.

ELECTION OF PRINCIPAL CHIEF OF THE CHOCTAW NATION.

There being considerable controversy over the election of principal chief in the Choctaw Nation, the two factions, one headed by Mr. Green McCurtain and the other by Mr. Thomas W. Hunter, contending that their respective candidates had been elected, the Department directed the United States Indian agent to take the necessary steps to preserve the peace at the session of the National Council which was convened to canvass the votes. This matter was entirely handled by the agent and is fully discussed in his report. In view of the circumstances and upon his request, the Department requested the Secretary of War to dispatch troops to the scene, which was done by sending two companies of infantry under command of Major Starr from Fort Reno, Okla.

Upon the reports submitted by the agent as to the result of the election, the Department in a telegram dated October 18, 1902, addressed to Indian Agent Shoenfelt, as acting inspector, recognized Green McCurtain as principal chief.

RECORDING DEEDS AND OTHER CONVEYANCES.

In my last annual report I mentioned the urgent need for some steps being taken by Congress to provide for the record of deeds and other conveyances and instruments of writing in Indian Territory, and during the last session the attention of the Department was again invited to the matter by this office. On February 19, 1903 (32 Stat., 841), Congress passed an act making chapter 27 of Mansfield's Digest of the Statutes of Arkansas applicable to the Indian Territory, so far as possible, providing that the clerks and deputy clerks of the United States courts in Indian Territory shall be ex officio recorders and perform the duties required of the recorder in the chapter aforesaid.

This act established 25 recording districts and places of record. I respectfully invite attention to this act, a copy of which is submitted as Appendix No. 14, page 374.

SULPHUR SPRINGS RESERVATION.

Section 64 of the supplemental agreement with the Choctaw and Chickasaw nations ceded to the United States a tract or tracts of land at and in the vicinity of the town of Sulphur, Chickasaw Nation, not to exceed 640 acres, to be selected under the direction of the Secretary of the Interior, and to embrace all natural springs in and about said town and such lands adjacent thereto, as may be deemed necessary by the Secretary of the Interior for the proper utilization and control of said springs and the waters of certain creeks mentioned.

It was also provided that the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands so ceded.

On November 19, 1902, the Department selected and reserved for the Sulphur Springs Reservation a tract containing 629.33 acres.

To further carry out the provisions of the legislation above referred to the Department has prescribed rules and regulations pertaining to the Sulphur Springs Reservation, a copy of which is submitted as Appendix No. 22, p. 442.

TELEPHONE LINES IN INDIAN TERRITORY.

Section 3 of the act of Congress approved March 3, 1901 (31 Stat., 1058), requires corporations or individuals who desire to operate and maintain telephone or telegraph lines in Indian Territory to first secure authority therefor from the Secretary of the Interior, under rules and regulations to be prescribed by him. This section also applies to all other Indian lands in the United States, and the regulations governing the matter (a copy of which is submitted as Appendix No. 10, p. 363), require applications made thereunder to be submitted to the Commissioner of Indian Affairs.

Information having been received that a number of companies had already constructed lines without securing the necessary authority, this office was instructed to ascertain and report what companies or individuals owned or operated lines in the Indian Territory other than those duly authorized. The report which was made furnished a list

of about 30 operated lines where plats had not been submitted and approved, as required by the regulations. This office was therefore directed to issue a public notice to the effect that all companies must comply with such regulations or steps would be taken to compel them to cease operations. The matter of looking after these cases has been handled by the Commissioner of Indian Affairs direct and not through this office.

LOUISIANA PURCHASE EXPOSITION.

In November last Acting Inspector Zevely presented the question of an Indian Territory exhibit at the Louisiana Purchase Exposition to be held in St. Louis, Mo., in 1904, to the honorable Secretary of the Interior, who directed that a full report be made relative thereto, with a detailed statement of the plan proposed and expenditures deemed necessary for a successful exhibit of the products and resources of the Territory. The Department submitted the proposition to Congress, and the sundry civil appropriation act approved March 3, 1903 (32 Stat., 1083), provided:

Indian Territory exhibit: To enable the inhabitants of the Indian Territory to provide and maintain an appropriate and creditable exhibit of the products and resources of that Territory at the Louisiana Purchase Exposition in the city of Saint Louis, Missouri, in nineteen hundred and four, and to erect and maintain on the site of said Exposition a suitable building to be used in exhibiting the products and resources of said Territory, the sum of twenty-five thousand dollars, provided that the inhabitants of said Territory shall contribute and pay into the Treasury of the United States a like sum for that purpose; the whole, to wit, fifty thousand dollars, to be subject to the order of the Secretary of the Interior, who is hereby authorized to expend the same in such manner as in his judgment will best promote the object for which the same is made available under this act, and in accordance with rules and regulations to be prescribed by him: *Provided*, That if the inhabitants of said Territory fail to so contribute and pay into the Treasury of the United States the sum of twenty-five thousand dollars, on or before the first day of June, nineteen hundred and three, the sum hereby appropriated shall be turned back into the Treasury of the United States.

This office had nothing further to do with the matter, but in accordance with the above the inhabitants of the Territory, through Mr. Frank C. Hubbard, who was selected as commissioner, contributed a sum equal to the amount appropriated by Congress, namely, \$25,000, which was paid into the Treasury of the United States, subject to the order of the Secretary of the Interior, within the time allowed, on or before June 1, 1903.

SALE OF BUILDINGS ON OLD MILITARY RESERVATION AT FORT GIBSON.

The buildings and improvements situated on the land formerly occupied by the United States as a military reservation at the historic post of Fort Gibson, in the Cherokee Nation, Indian Territory, and which improvements were the common property of the Cherokee Nation, were sold during the year, and the ownership of such buildings passed into the hands of private parties. These buildings were sold under rules and regulations prescribed by the Department, in accordance with an act of the National Council of the Cherokee Nation, at public auction. The sale was had after due notice, and was made by the inspector.

The moneys received were deposited by the United States Indian agent to the credit of the Cherokee Nation in the usual manner. The proceeds of this sale, as shown by the report of the agent, aggregated \$7,177.

PAYMENT OF CONTINGENT EXPENSES, CHOCTAW AND CHICKASAW CITIZENSHIP COURT.

Section 33 of the supplemental agreement with the Choctaw and Chickasaw nations appropriated \$5,000, or so much thereof as may be necessary, to be expended under the direction of the Secretary of the Interior, to pay such contingent expenses of the court created and known as the Choctaw and Chickasaw citizenship court and its officers as the Secretary may deem proper.

Vouchers covering these items are submitted by the court for the consideration and approval of the Department, through this office, and the expenses are paid by the United States Indian agent. The agent has disbursed on this account during the year \$1,439.34.

GENERAL.

Under existing agreements with the various nations or tribes, and present laws, as indicated in detail in this report, Indians are authorized to lease their lands for grazing purposes for one year and for agricultural purposes for five years, without supervision or approval of the Secretary of the Interior.

It is therefore not surprising that corporations and individuals have and will continue to procure such leases at the lowest terms possible, and sublease to others at rates most advantageous to themselves.

The Assistant Attorney-General for the Interior Department rendered a written opinion dated October 3, 1902, applicable to the Creek and Cherokee nations, to the effect that if the lease is one which the allottee was authorized to make, it can not be disregarded solely upon the ground that the rental provided is inadequate or that it was improvidently made or that it was obtained by fraud or deception; that these are matters properly cognizable by the courts and redress must be sought there; that if the existing judiciary system and the present laws are unequal to the proper protection of these Indians, steps should be taken to secure the enactment of such legislation as may be necessary to the desired end. An extract of such opinion is submitted as Appendix No. 23, page 443.

An opinion was also rendered by him, under date of August 28, 1903, with reference to the Choctaw and Chickasaw nations, to the effect that allotted lands in those nations may be leased for terms not over five years, without renewal privileges, in the manner prescribed by section 29 of the act of June 28, 1898. A copy of this opinion is submitted as Appendix No. 24, page 444.

The agreement with the Seminoles provides that no leases shall be made without the approval of the principal chief of said nation.

There is no doubt that many Indians, especially full-bloods, have been and are being imposed upon in the matter of leasing their land. Many agricultural leases are for an inadequate consideration, and do not provide the number of acres to be placed under cultivation each year or what, if any, fences or other improvements shall be placed upon the land. Furthermore, it does not appear that any parties fur-

nish bond or give security guaranteeing the faithful compliance with the provisions of their lease contracts.

On the other hand, many leases have been entered into in good faith and parties have entered upon lands, placed the same under cultivation, and erected improvements thereon.

The United States court for the western district of the Indian Territory, which includes the entire Creek Nation and part of the Choctaw and Cherokee nations, has recently held that parents are not the legal guardians of their minor children, and that where they have leased the lands of their minor children such leases are invalid, unless the father or mother, as the case may be, has been duly appointed the legal guardian by the proper court and authorized to lease the lands of the minors for whom they have been appointed legal guardians. The existing law does not compel parents to apply to the courts to be appointed as guardians for their minor children, and under the ruling above mentioned, in the western judicial district at least, they can not even apply to the courts for authority to lease said lands unless they have been appointed guardians.

In many instances parents have already entered into leases covering the lands of their minor children, the proceeds from which they retain and consequently they do not bring the matter either to the attention of the courts or the Indian agent. The lessees therefore remain in possession, and in these instances they probably will remain in possession until the time has arrived when the lands can be disposed of without restriction.

In view of the opinion of the court above referred to, if legislation was enacted making it an offense to enter into leases with minors, full-bloods, or adult incompetents without first submitting the same for the consideration and approval of some proper authority, it would have the desired effect and protect the interests of all concerned.

CONCLUSION.

In view of the unsatisfactory condition of the Chickasaw Indian schools and the large expense of their maintenance, as compared with the Choctaw schools, it is suggested that if considered necessary some legislation be enacted providing for more Government supervision.

No provision has been made for public roads in the Choctaw and Chickasaw nations and as the lands in these nations are being allotted roads are continually fenced by citizens or tenants, causing trouble and complaint. I therefore recommend that legislation be enacted providing for roads similar to the laws in effect in the Creek and Cherokee nations, but it is necessary that some appropriation be made to pay the expenses of enforcing these laws and determining the necessity for roads, the damages resulting from their establishment, etc.

An appropriation is also necessary to carry on the work of placing allottees in unrestricted possession of their land, as required by the various agreements.

The work incident to carrying out the provisions of the present legislation and the final winding up of the affairs of the various nations can scarcely be realized by those not acquainted with the conditions or familiar with the duties devolved upon the Secretary of the Interior, the Commissioner of Indian Affairs, or subordinate officers in the Indian Territory.

As stated in this and previous reports, the unsettled conditions in the Five Civilized Tribes must necessarily continue during this period of transition until the work of allotment and segregation and appraisal of town sites is complete and the several tribal governments extinguished, which, under present agreements, continue until March 4, 1906.

Very respectfully, your obedient servant,

J. GEO. WRIGHT,

United States Indian Inspector for Indian Territory.

The SECRETARY OF THE INTERIOR.

ANNUAL REPORT OF UNITED STATES INDIAN AGENT, UNION AGENCY, IND. T.

MUSCOGEE, IND. T., *August 12, 1903.*

In compliance with instructions, I have the honor to submit herewith my annual report of the affairs of this agency for the fiscal year ended June 30, 1903.

The Union Agency has under its jurisdiction what are known as the Five Civilized Tribes of Indians, viz, Cherokees, Choctaws, Chickasaws, Creeks, and Seminoles, with headquarters at Muscogee, Ind. T., which town is located on the Missouri, Kansas and Texas, and the Ozark and Cherokee Central railroads, the latter mentioned road having been recently purchased by the St. Louis and San Francisco Railroad Company.

The Indian population of the Indian Territory is about 70,000, with approximately 650,000 white people.

The gradual extinction of tribal autonomy and the allotment of lands of the Five Civilized Tribes in severalty by the Commission to the Five Civilized Tribes, the segregation of town sites, and the general development of the Indian Territory has materially increased the population, and many new and thriving towns have and are constantly springing up.

The Indian Territory is divided into four judicial districts, with four judges, four marshals, and four district attorneys.

The courts of the Cherokee and the Creek nations have been entirely abolished by acts of Congress, and the courts of the Choctaw, Chickasaw, and Seminole nations are still in existence, but with very limited authority.

By agreements the tribal and political life of the Indian nations will expire in March, 1906.

For this reason, and the fact that the Commission to the Five Civilized Tribes will have completed its work by that time and the Indians placed upon allotments, it is thought that statehood will not be given to the Indian Territory until then.

DUTIES OF THE INDIAN AGENT.

In my annual report for the fiscal year ended June 30, 1902, brief reference was made to the duties of the Indian agent at this agency.

As stated, in addition to regulating trade and intercourse between the Indians and whites, the agent is required, by act of Congress approved June 28, 1898 (30 Stat., 495), to collect the royalty on all coal and asphalt mined in the Choctaw and Chickasaw nations, and to collect the royalty on all timber and stone removed from any of the lands of the Five Civilized Tribes in Indian Territory, except the Creek Nation.

In the Creek and Cherokee nations the agent collects the royalty on all coal mined, and also collects the tax from all noncitizen traders residing and doing business in said nations, and collects all hay, ferry, and other royalties and permit taxes.

The agent is also charged with the duty of receiving payments on all town lots in Indian Territory, and pay all warrants drawn by the principal chiefs of the Creek and Cherokee nations, and all Chickasaw school-fund warrants.

One of the most arduous and difficult duties that the agent has to contend with is that of placing allottees in unrestricted possession of their allotments and removing therefrom objectionable persons.

In the recent agreements made with the Cherokee, Creek, Choctaw, and Chickasaw nations, a clause therein places this duty upon the honorable Secretary of the Interior through the Indian agent, and his action in so doing in the Cherokee, Choctaw, and Chickasaw nations is not reviewable in the courts; and when a member of the three last-named tribes of Indians presents his certificate of allotment, it is conclusive evidence of his right to the particular tract of land described therein.

The Indian agent has also the past three or four months been engaged in removing cattle from allotments of Creek and Choctaw citizens, and has also assisted in the

collection of the royalty on hay illegally cut in the Choctaw nation by seizing same and turning it over to the sheriffs for proper disposition.

The protection of the timber in the Choctaw and Chickasaw nations has also required time and attention.

RECEIPTS AND DISBURSEMENTS.

During the fiscal year ended June 30, 1903, the following sums of money have been received and disbursed by me:

RECEIPTS.

Received from the Indian Office, account requisitions.....	\$1,709,055.17
Royalties collected, account Choctaw and Chickasaw nations.....	643,530.40
Royalties collected, account Cherokee Nation.....	58,820.88
Royalties collected, account Creek Nation.....	237,760.71
Cattle tax collected for Chickasaw Nation.....	30,511.65
From sale of town-site maps.....	194.78
From board of pupils and teachers at Cherokee national schools.....	4,325.89
From Cherokee general fund, account warrants.....	19,370.32
From sale of jail sites, Cherokee Nation.....	68.48
	<hr/>
	2,703,638.28

DISBURSEMENTS.

Paid expenses in connection with town-site work in the Indian Territory.....	60,799.65
Paid salary of Indian agent.....	2,500.00
Paid salaries of Indian police.....	2,915.60
Paid tolls on official telegrams.....	125.41
Paid salaries of employees and incidental expenses incurred in connection with the management of the agency.....	17,533.59
Paid rent of offices and agent's residence.....	1,800.00
Paid Choctaw warrants.....	292.20
Paid salaries of employees and incidental expenses incurred in connection with the management of Choctaw schools.....	62,123.77
Paid Chickasaw warrants.....	50,779.69
Paid Cherokee warrants.....	1,140,352.04
Paid Creek warrants.....	113,605.65
Paid destitute Cherokee Indians, and incidental expenses incurred in making said payment.....	108.00
Paid expenses Choctaw and Chickasaw citizenship court.....	327.00
Paid expenses incurred in connection with the suppression of the spread of smallpox in the Indian Territory, from the \$50,000 appropriated by the act of May 21, 1900.....	1,439.34
In connection with the removal of intruders of the Five Civilized Tribes.....	341.00
Paid per diem and mileage of witnesses in attendance before the Commission to the Five Civilized Tribes on behalf of the Cherokee Nation and incidental expenses of Cherokee Citizenship Commission.....	5,991.27
Deposit of royalties collected account of Choctaw, Chickasaw, Cherokee, and Creek nations.....	2,288.97
Deposit of collections Chickasaw cattle tax.....	939,450.57
Exchange paid account Chickasaw cattle-tax collections.....	30,491.88
Paid expenses in connection with collection of Chickasaw cattle tax.....	19.77
Deposit of collections account of board of pupils and teachers at Cherokee national school.....	856.85
Deposited collections account Cherokee school and orphan funds (transfer).....	4,325.89
Paid per capita to Chickasaw Indians, and expenses incurred in connection therewith.....	19,438.80
Paid salaries of employees from fund "Protection of the people of the Indian Territory".....	159,109.52
Paid salaries and expenses of Cherokee deputy revenue inspector.....	477.05
Paid salaries and expenses of Creek deputy revenue inspector.....	72.80
Deposited funds received on account of town-site maps.....	57.90
Paid exchange.....	194.78
Unexpended balances deposited.....	661.42
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Total.....	85,157.87
	<hr/>
	2,703,638.28

Herewith is a statement in reference to royalty collected for the Indian nations named below during the fiscal year ended June 30, 1903:

CHOCTAW AND CHICKASAW NATIONS.

Coal royalty.....	\$259,686.58
Asphalt royalty.....	2,243.26
Timber royalty.....	43,226.25
Stone royalty.....	947.10
Payments on town lots.....	337,427.21
	<hr/>
Less exchange.....	643,530.40
	<hr/>
	388.14
	<hr/>
	\$643,142.26

CHICKASAW NATION.

Cattle tax.....	30,511.65
Less exchange.....	19.77
	<hr/>
	30,491.88

CHEROKEE NATION.

Rock and stone royalty	\$286.63	
Hay royalty	3,444.82	
Coal royalty	2,813.66	
Merchandise tax	88.48	
Oil and gas royalty	1,300.00	
Gravel royalty	70.40	
Ferry tax	178.77	
Sale of intruder places	56.50	
Received, account board of pupils and teachers at Cherokee national schools..	20,067.54	
Received, account board of teachers and employees at orphan asylum	144.50	
General fund:		
From committee to settle with Cherokee Advocate	147.83	
From estray agents	1,618.15	
From sale of jail property	140.20	
From sale of buildings on old military reservation at Fort Gibson	7,177.00	
Payments on town lots	21,286.40	
	58,820.88	
Less exchange	53.71	
		\$58,767.17

CREEK NATION.

Coal royalty	1,505.29	
Hay royalty	26.50	
Occupation tax	3.00	
Pasture tax	24,795.70	
Timber confiscated and sold	20.00	
Payments on town lots	211,410.22	
	237,760.71	
Less exchange	219.57	
		237,541.14
Total		969,942.45
From sale of town-site maps		194.78
Grand total		970,137.23

FINANCIAL—CHOCTAW AND CHICKASAW NATIONS.

The regulations prescribed by the Secretary of the Interior under act of June 28, 1898 (30 Stat., 495), provides, among other things, that the Indian agent for Union Agency, Ind. T., shall receive and receipt for all royalties on coal and asphalt mined in said nations.

In my last annual report I gave all the coal and asphalt leases that had been entered into up to and including June 30, 1902. Since then coal and asphalt leases have been entered into and approved by the Secretary of the Interior as follows:

COAL.

Name of lessor.	Number of leases.	Date of approval.
Charles D. Adkins.....	1	July 23, 1902
The Johnson Co	1	July 29, 1902
Ardmore Coal and Power Co	1	Aug. 22, 1902
Fulsom-Morris Coal and Mining Co	1	Sept. 23, 1902
Perry Bros. ^a	1	Sept. 16, 1902
Brewer Mining Co	1	Sept. 19, 1902
Michael Perona	1	Sept. 20, 1902
Mazzard Coal and Mining Co	1	Do.
Standard Coal Co	1	Sept. 24, 1902
William C. Fordyce	1	Oct. 11, 1902
Total number of leases	10	

ASPHALT.

Gilsonite Roofing and Paving Co	1	Aug. 11, 1902
Rock Creek Natural Asphalt Co	1	Sept. 19, 1902
Geo. A. H. Mills ^b	1	Sept. 20, 1902
Farmer Asphalt Co	1	Sept. 22, 1902
Total number of leases	4	

^a This lease transferred to the Coalgate Co.

^b Transferred to Ravia Asphalt Co.

For the sake of comparison, I give below a statement in reference to the coal, asphalt, and other mineral royalties collected for the Choctaw and Chickasaw nations from June 28, 1898, to June 30, 1903:

June 28, 1898, to June 30, 1899.....	\$110, 145. 25
July 1, 1899, to June 30, 1900.....	138, 486. 40
July 1, 1900, to June 30, 1901.....	199, 663. 55
July 1, 1901, to June 30, 1902.....	247, 361. 36
July 1, 1902, to June 30, 1903.....	261, 929. 84
Grand total.....	957, 586. 40

PAYMENTS ON TOWN LOTS AND ISSUANCE OF PATENTS.

Patents conveying town lots in the Choctaw and Chickasaw nations issue under the joint hands of the respective executives of said nations. The recent Choctaw-Chickasaw supplemental agreement provided that certain lands be segregated for coal purposes, and pending such segregation no patents conveying town lots were issued in the Choctaw and Chickasaw nations. This segregation has been completed, and it is thought that it is now definitely known what towns have lying thereunder coal and asphalt deposits and what towns have not, and patents are now being issued.

No patents were issued conveying any town lots in the Choctaw and Chickasaw nations during the fiscal year ended June 30, 1903.

During the fiscal year ended June 30, 1903, remittances made to this office in payment of lots in the Choctaw and Chickasaw nations amounted to \$337,427.21.

TIMBER AND STONE.

Under the regulations covering the procurement of timber and stone for domestic and industrial purposes in the Indian Territory, as provided in the act of June 6, 1900 (31 Stat., 660), as amended by the act of January 21, 1903 (Public, No. 32), during the fiscal year ended June 30, 1903, I have entered into contracts with the following-named corporations and persons to remove timber and stone from lands of the Indian Territory:

TIMBER.

Name and address.	Date of contract.
Eugene A. Kline, South McAlester, Ind. T.....	Aug. 16, 1902
Dennis B. Hussey, St. Louis, Mo.....	Oct. 24, 1902
Hobart-Lee Tie Co., Springfield, Mo.....	Sept. 27, 1902
A. McLeod & Co., Neosho, Mo.....	Mar. 30, 1903

^a Extension of contract.

STONE.

Missouri, Kansas and Texas Rwy. Co., St. Louis, Mo.....	^b June 19, 1902
St. Louis and San Francisco R. R. Co., St. Louis, Mo.....	June 22, 1901

^b Extension of contract of June 22, 1901.

From various parties who had contracts to remove timber from lands in the Choctaw and Chickasaw nations there was received as royalty on such timber removed, during the fiscal year ended June 30, 1903, the sum of \$43,226.25.

During the fiscal year ended June 30, 1903, there was paid into this office by the St. Louis and San Francisco Railway Company and the Missouri, Kansas and Texas Railway Company, under their contracts, royalty on stone removed from certain lands in the Choctaw and Chickasaw nations, Indian Territory, \$947.10.

SCHOOLS.

All teachers employed in the Choctaw Nation, and such teachers in the Chickasaw Nation as teach Choctaw Indian pupils by blood, receive pay for such services through this office, upon vouchers approved by the superintendent of schools for the Indian Territory. The incidental expenses incurred in connection with the management of the schools are paid by this office. The total amount paid out during the fiscal year ended June 30, 1903, for these purposes, was \$62,123.77.

PAYMENT OF INCIDENTAL EXPENSES CHOCTAW-CHICKASAW CITIZENSHIP COURT.

The act of Congress approved July 1, 1902, ratifying and confirming a supplemental agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes, appropriated \$5,000 to pay the current and contingent expenses of the Choctaw-Chickasaw citizenship court created under such act. Such expenses are paid by this office when approved by the Secretary of the Interior.

During the fiscal year ended June 30, 1903, there was disbursed in payment of the incidental expenses of said court the sum of \$1,439.34.

PAYMENT OF CHOCTAW WARRANTS.

Out of the unexpended balance of the \$75,000 appropriated by the act of Congress approved March 3, 1899 (30 Stat., 1099), there were paid Choctaw warrants amounting to \$292.20.

CHICKASAW SCHOOL FUND WARRANT PAYMENT.

During the fiscal year ended June 30, 1903, the following sums of Chickasaw moneys were disbursed in payment of Chickasaw school fund warrants:

Under advertisement of October 1, 1902.....	\$28,563.97
Under advertisement of May 12, 1903.....	22,215.72
Total.....	50,779.69

A very careful examination is made before any Chickasaw school fund warrant is paid, and then only under direction of the Department.

CHICKASAW PER CAPITA PAYMENT.

Section 72 of the act of Congress approved July 1, 1902, ratifying and confirming an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes (Public—No. 228), contains the following clause:

There shall be paid to each citizen of the Chickasaw Nation immediately after the approval of his enrollment and right to participation in distribution of tribal property, as herein provided, the sum of \$40. Such payments shall be made under the direction of the Secretary of the Interior, and out of the balance of the "arrears of interest" of \$568,520.54 appropriated by the act of Congress approved June 28, 1898, entitled "An act for protection of the people of the Indian Territory, and for other purposes," yet due the Chickasaws and remaining to their credit in the Treasury of the United States, and so much of such moneys as may be necessary for such payment are hereby appropriated and made available for that purpose, and the balance, if any there be, shall remain in the Treasury of the United States and be distributed per capita with all other funds of the tribe.

The general deficiency act of March 3, 1903, appropriated \$5,000 to pay the expenses incurred in making the payment. As will be noted, the payment was to be made to only such citizens of the Chickasaw Nation whose enrollment had been approved by the honorable Secretary of the Interior.

The Commission to the Five Civilized Tribes prepared rolls of all Chickasaw Indians who were alive September 25, 1902, the date of the ratification of the Choctaw-Chickasaw supplemental agreement, approved by the act of July 1, 1902, supra, except what are termed "intermarried citizens"—that is, such persons as had married Chickasaw Indians.

From these rolls the pay rolls were made up, and contained the names of 4,659 persons.

The payment commenced at Tishomingo, Ind. T., May 14, 1903, and continued up to and including June 17, 1903.

Payment was made to 3,892 persons at \$40 each, \$155,680.

The incidental expenses incurred in making the payment amounted to \$3,429.52.

Inasmuch as the Commission to the Five Civilized Tribes had been enrolling the Chickasaw Indians for a number of years prior to September 25, 1902, and only such persons were to be paid as were alive on that date, it was found during the progress of the payment that quite a number of persons had died, and previous to September 25, and therefore were not entitled to payment.

While the payment was in progress at Tishomingo every effort was made to protect the Indians, and the amount that each was entitled to receive was paid to them direct.

The United States marshal, with the assistance of certain members of the Indian police force who were acting as guards at the payment, preserved peace and maintained order. Fakirs, grafters, and whisky peddlers were driven from Tishomingo and not allowed to ply their nefarious trades in and around the pay house. The Commission to the Five Civilized Tribes has a land office for the Chickasaw Nation

at Tishomingo, and rendered assistance in connection with establishing the identity of any Indian whenever asked to do so.

It is gratifying to state that not one single complaint has been made in reference to this payment.

It is proper to remark that the unexpended balance of this appropriation is now being paid to certain Indians who were not paid and whose enrollment had been approved, as well as certain other intermarried citizens whose enrollment has recently been approved by the Secretary of the Interior.

CHICKASAW CATTLE TAX.

Under date of June 3, 1902, the honorable Acting Secretary of the Interior promulgated regulations concerning the introduction by noncitizens of live stock in the Chickasaw Nation, Indian Territory. Under these regulations noncitizens introducing or holding cattle within the limits of the Chickasaw Nation must pay an annual permit tax on all stock so introduced and held within the limits of the said nation, such permit tax to be paid to the United States Indian agent, and the money so collected to be deposited to the credit of the Treasurer of the United States for the benefit of the Chickasaw Nation. Section 7 of the regulations referred to provides:

Authorized agents of the Interior Department will make necessary investigations and reports, and see that proper remittances are forwarded.

During the fiscal year ended June 30, 1903, there was collected on account of Chickasaw cattle tax the sum of \$30,511.65.

The greatest difficulty was encountered in the collection of this tax, rich cattlemen fighting it to the bitter end by injunction suits, by writs of replevin, and any other method they could use. Under date of November 3, 1902, the Commissioner of Indian Affairs authorized and directed me, with the approval of the Secretary of the Interior, to remove from the Chickasaw Nation and the Indian Territory all cattle which were held and pastured in the Chickasaw Nation in violation of the regulations referred to. When the Indian police under my direction attempted to remove cattle held in the Chickasaw Nation and on which the tax had not been paid, they were served with writs of replevin. It was held, among other things, by the Department that cattle which were being removed from the Chickasaw Nation, while in the course of removal, were in the custody of the law, and that the administration and execution of the intercourse laws and treaties are matters in which the courts can not interfere or impede executive action, and therefore that the removal of cattle, unless lawfully within the Chickasaw Nation, should proceed in the prescribed manner without regard to actions in replevin and the writs issued thereunder.

The attention of the Attorney-General having been called to the fact that the clerks and deputy clerks of the United States court for the Indian Territory, southern district, were issuing writs of replevin—thus interfering with the removal of cattle—ordered and directed the United States district attorney for the southern district to disregard the writs of replevin which had been or might be issued and to cooperate with me in every way in the matter of removing cattle from the Chickasaw Nation.

In this connection it is proper to add that Judge Hosea Townsend, of the United States court for the southern district of the Indian Territory, ordered and directed that such clerks and deputy clerks above referred to cease issuing such writs of replevin. No further writs of replevin being issued, the cattlemen, seeing that further resistance was useless and that if the tax was not paid their cattle would be driven from the Indian Territory, in many instances paid such tax. It was necessary, however, to remove the cattle of several parties, which action resulted beneficially and had a salutary effect on other cattlemen who had attempted to evade this tax.

FINANCIAL—CHEROKEE NATION.

Under the provisions of the act of Congress of June 28, 1898 (30 Stat., 495), the United States Indian agent is required to receive and receipt for all payments of royalties, rents, taxes, and permits of whatever kind and nature that may be due and payable to the Cherokee Nation, and, when collected, to be deposited to the credit of the Treasurer of the United States for the benefit of said nation.

Since the passage of the act referred to the following sums of money have been collected for the benefit of the Cherokee Nation:

From June 28, 1898, to June 30, 1899.....	\$3, 150. 87
From July 1, 1899, to June 30, 1900.....	19, 455. 05
From July 1, 1900, to June 30, 1901.....	19, 392. 65
From July 1, 1901, to June 30, 1902.....	17, 060. 08
From July 1, 1902, to June 30, 1903.....	58, 767. 17
Total.....	117, 825. 82

ROCK AND STONE ROYALTY.

Under its contract dated April 15, 1902, the St. Louis and San Francisco Railway Company removed from lands in the Cherokee Nation such an amount of rock and stone that the royalty thereon amounted to \$286.63.

HAY ROYALTY.

The laws of the Cherokee Nation impose a tax of 20 cents per ton on all hay shipped from beyond its limits. The royalty on hay cut and shipped during the fiscal year ended June 30, 1903, amounted to \$3,444.82.

COAL ROYALTY.

There are several small coal operators in the Cherokee Nation working under permits granted by the Department and who pay royalty on all coal mined at the rate of 8 cents per ton, including that which is commonly called "slack."

There was collected from this source, for the benefit of the Cherokee Nation, during the fiscal year ended June 30, 1903, \$2,813.66.

MERCHANDISE TAX.

The Cherokee Nation imposes a tax of one-fourth of 1 per cent on all merchandise introduced and offered for sale within its limits.

The courts have held, however, that the citizens of the nation were not required to pay this tax; collections, therefore, during the fiscal year ended June 30, 1903, were small, amounting to only \$88.48.

OIL AND GAS ROYALTY.

The honorable Secretary of the Interior approved 12 oil and gas leases for the Cherokee Oil and Gas Company, and a lease of similar nature for the Cudahy Oil Company, and these companies paid advance royalty at the rate of \$100 per annum on each of their leases.

Total received, \$1,300.

GRAVEL ROYALTY.

Under date of September 28, 1898, the honorable Secretary of the Interior granted a permit to the Kansas and Arkansas Valley Railway Company to remove gravel from the bars and beds of the Grand River, Cherokee Nation, Indian Territory, and pay a royalty on such gravel at the rate of 2 cents per cubic yard, measured when loaded upon cars of said company.

Total amount received from this source during the fiscal year ended June 30, 1903, \$70.40.

FERRY TAX.

The Cherokee Nation imposes upon its citizens who desire to operate ferries on rivers traversing said nation an annual tax of \$25 for each ferry on the Arkansas and Canadian rivers, and \$10 for each ferry on the Illinois, Grand, Verdigris, and Neosho rivers.

The total royalty received from this source during the fiscal year ended June 30, 1903, aggregated \$178.77.

SALE OF INTRUDER PLACES.

Under the law enacted by the national council of the Cherokee Nation the sheriffs of the several districts of said nation offered for sale certain farms or places that had been improved by noncitizens, otherwise known as "intruders;" proceeds of said sales, less 10 per cent commission, to be paid into this office.

There was remitted under this act of the National Council, by the sheriffs of the Cherokee Nation, the sum of \$56.50.

BOARD OF TEACHERS AND PUPILS AT THE CHEROKEE NATIONAL SCHOOLS.

Under the provisions of the act of the National Council of the Cherokee Nation, approved by the President January 24, 1902, and the rules and regulations governing education in the Cherokee Nation, approved by the honorable Acting Secretary of the Interior on October 2, 1902, there was paid into this office during the fiscal year ended June 30, 1903, on account of collections made from teachers, employees, and pupils in payment of board, \$20,067.54.

BOARD OF TEACHERS AND EMPLOYEES AT THE ORPHAN ASYLUM.

Under an act of the council and the rules and regulations just above referred to, there was collected, on account of the board of teachers and employees at the orphan asylum, during the fiscal year ended June 30, 1903, \$144.50.

GENERAL FUND—FROM COMMITTEE TO SETTLE WITH CHEROKEE ADVOCATE AND FROM ESTRAY AGENTS.

An act of the Cherokee council, approved by the President on January 11, 1902, made an appropriation for the current and contingent expenses of the Cherokee Advocate for the fiscal year ending November 19, 1902. The closing paragraph of said act reads as follows:

Be it further enacted, That the unexpended balance appropriated for 1902 for the Cherokee Advocate be, and the same is hereby, refunded to the general fund.

The unexpended balance referred to, amounting to \$147.83, was forwarded to this office by the treasurer of the Cherokee Nation, to be placed to the credit of the Cherokee general fund.

FROM ESTRAY AGENTS.

An act of the Cherokee council, approved by the President on December 20, 1900, provides for the disposition of estray property and the appointment of estray agents in the several districts of the Cherokee Nation, the money collected by them to be remitted to the treasurer of the Cherokee Nation, and the proceeds of the sale of said estray property to be placed to the credit of the Cherokee general fund.

The several estray agents of the Cherokee Nation remitted to this office, as the net proceeds of sales of estray property during the fiscal year ended June 30, 1903, the sum of \$1,618.15.

SALE OF JAIL PROPERTY.

Under the act of the Cherokee council approved by the President on December 22, 1899, all buildings used for jail purposes in the Cherokee Nation were ordered sold, the proceeds thereof to be turned over to the United States Indian agent and applied to the Cherokee general fund. Under the provisions of this act there was remitted to this office during the fiscal year ended June 30, 1903, \$120.20.

SALE OF BUILDINGS ON OLD MILITARY RESERVATION, FORT GIBSON, IND. T.

In accordance with an act of the National Council of the Cherokee Nation, and the regulations of the Secretary of the Interior thereunder, the buildings and improvements situated on lands formerly occupied by the United States as a military reservation at or near the town of Fort Gibson, Cherokee Nation, Ind. T., were sold at public auction. Said sale took place under the direction of the United States Indian inspector for the Indian Territory. The amount received was \$7,177.

PAYMENTS ON TOWN LOTS AND ISSUANCE OF PATENTS.

The act of Congress approved July 1, 1902, ratifying and confirming an agreement with the Cherokee tribe of Indians, provides, among other things, that payments on town lots shall be made to this agency, and that patents conveying said lots, when fully paid for, shall issue under the hand of the principal chief of said nation, upon advice of full payment from this office.

There was paid into this office on account of town lots in the Cherokee Nation during the fiscal year ended June 30, 1903, \$21,286.40.

Patents were issued conveying lots in the towns mentioned below during said year, as follows: Vinita, Cherokee Nation, 74.

PAYMENT OF PER. DIEM AND MILEAGE OF WITNESSES BEFORE THE COMMISSION TO THE FIVE CIVILIZED TRIBES, AND EXPENSES OF CHEROKEE CITIZENSHIP COMMISSION.

The President on January 20, 1902, approved the act of the National Council making provision for the representation of the Cherokee Nation before the Commission to the Five Civilized Tribes, in connection with the work of completing the roll of citizens of the Cherokee Nation, and for other purposes. This office pays the incidental expenses of said Commission and the mileage and per diem of witnesses in attendance before it.

There was expended for this purpose during the fiscal year ended June 30, 1903, the sum of \$2,288.97.

PAYMENT TO DESTITUTE CHEROKEE INDIANS.

During the spring of 1902 this office made a small payment to certain destitute Cherokee Indians. Certain expenses incurred in connection with said payment were not paid until the beginning of the fiscal year ended June 30, 1903, and amounted to \$327.

CHEROKEE WARRANT PAYMENT.

All Cherokee warrants issued prior to October 1, 1902, drew interest at the rate of 6 per cent per annum until advertised for payment.

Under advertisement dated July 1, 1902, the following sums of money were paid out in retiring Cherokee warrants and interest:

National fund warrants and interest.....	\$68,276.04
School fund warrants and interest.....	41,594.70
Orphan fund warrants and interest.....	21,507.38
Insane fund warrants and interest.....	3,645.08
Total.....	135,023.20

The act of Congress approved July 1, 1902, ratifying and confirming an agreement with the Cherokee tribe of Indians, provided, among other things, that the Secretary of the Interior shall cause to be paid all just indebtedness of said tribe. Accordingly, under date of October 1, 1902, I issued the following advertisement, stating that I would pay all Cherokee warrants that had been issued for valid and subsisting obligations rendered the Cherokee Nation, bearing date prior to October 1, 1902, viz:

Notice is hereby given that I, J. Blair Shoefelt, United States Indian agent and disbursing officer, acting under instructions from the honorable Secretary of the Interior, at my office, at Muskogee, Ind. T., will, on October 1, 1902, and subsequent days until payment is completed, pay all Cherokee warrants that have been issued for valid and subsisting obligations rendered the Cherokee Nation, dated prior to October 1, 1902. The interest on all warrants issued prior to October 1, 1902, will be paid up to and including September 30, 1902. This payment is to be made under the rules and regulations prescribed by the Secretary of the Interior, approved September 18, 1902, which is as follows:

"SECTION 1. The United States Indian agent at Union Agency is hereby authorized and directed to advertise the payment of all lawful outstanding warrants, together with the interest on the same, and shall proceed to complete said payment at the earliest practicable date, acting under the present regulations of the Department concerning Cherokee warrant payments.

"SEC. 2. All warrants drawn by the proper tribal authorities of the Cherokee Nation, dated on or any time after October 1, 1902, shall not be circulated, but shall be submitted to the proper United States officials in the Indian Territory for examination and approval, and if found correct, shall then be transmitted to the United States Indian agent at Union Agency, who shall issue to the parties in whose favor such warrant is drawn, a government check, from funds applicable, for the amount named in said warrant.

"SEC. 3. No interest shall be paid upon warrants so drawn after October 1, 1902."

In making this payment the indorsement of the original payee will be required before the warrant will be paid, or if the original payee is deceased, then the indorsement of the legally appointed administrator or executor of the estate will be necessary. Certified copies of the letters of administration must be furnished in cases where indorsements are made by administrators.

Powers of attorney will not be recognized.

In payment of principal and interest the present legal holder of the warrant will be required to receipt for same over his own signature.

Warrants should not be presented for payment prior to October 1, 1902.

If any further information is desired apply to the United States Indian agent at Union Agency, Muskogee, Ind. T.

Under the above advertisement the following sums were disbursed:

National fund and interest.....	\$698,476.06
School fund and interest.....	164,678.26
Orphan fund and interest.....	5,685.53
Insane fund and interest.....	6,800.97
Total.....	875,640.82

No Cherokee warrant issued after October 1, 1902, bears interest, nor are they permitted to circulate; but the holders thereof are required to indorse the same, and they are forwarded to me, through the United States Indian inspector for the Indian Territory, for payment direct.

During the fiscal year ended June 30, 1902, the following sums of money were disbursed in payment of noninterest-bearing Cherokee warrants:

National fund.....	\$29,433.61
School fund.....	82,732.20
Orphan fund.....	15,663.87
Insane fund.....	1,858.34
Total.....	129,688.02

It will be noted from the above that during the fiscal year ended June 30, 1903, there was disbursed in payment of Cherokee warrants and interest due thereon the sum of \$1,140,352.04.

FINANCIAL—CREEK NATION.

The act of June 28, 1898 (30 Stat., 495), requires the Indian agent to receive and receipt for all payments of royalty, rents, taxes, and permits of whatever kind and nature that may be due and payable to the Creek Nation, and when collected to be deposited to the credit of the Treasurer of the United States for the benefit of said nation.

Since the passage of the act referred to there has been collected for the benefit of the Creek Nation, during the period mentioned, the following sums of money:

From June 28, 1898, to June 30, 1899.....	\$4, 913. 63
From July 1, 1899, to June 30, 1900.....	26, 370. 19
From July 1, 1900, to June 30, 1901.....	30, 827. 60
From July 1, 1901, to June 30, 1902.....	97, 733. 35
From July 1, 1902, to June 30, 1903.....	237, 541. 14
Total.....	397, 385. 91

COAL ROYALTY.

The royalty on coal mined in the Creek Nation is 8 cents per ton on mine-run coal, including that which is commonly called slack. During the fiscal year ended June 30, 1903, there was mined such an amount of coal in the Creek Nation that the royalty thereon amounted to \$1,505.29.

HAY ROYALTY.

The recent Creek agreements provide that after a citizen has selected his allotment he may dispose of the timber thereon.

This has been so construed, in the absence of any laws providing a royalty on hay, as to also permit the citizen to dispose of hay on his allotment.

The attention of this office having been invited to the fact that certain noncitizens were cutting hay on the public domain of the Creek Nation, the said hay was seized and sold for the benefit of the Creek Nation, and the net proceeds of said sale amounted to \$26.50.

An act of the Creek council imposes an occupation tax on noncitizens residing in the Creek Nation. The revenue derived from this source during the fiscal year ended June 30, 1903, amounted to \$3.

PASTURE TAX.

Section 37 of the Creek agreement (31 Stat., 861) provides as follows:

Creek citizens may rent their allotments, when selected, for a term not to exceed one year, and after receiving title thereto without restriction, if adjoining allottees are not injured thereby, and cattle grazed thereon shall not be liable to any tribal tax; but when cattle are introduced into the Creek Nation and grazed on lands not selected by citizens, the Secretary of the Interior is authorized to collect from the owners thereof a reasonable grazing tax for the benefit of the tribe; * * *

Under the section of the agreement referred to, during the fiscal year ended June 30, 1903, there was collected on account of the rent of unselected land used by noncitizens for grazing purposes the sum of \$24,795.70.

TIMBER CONFISCATED AND SOLD.

As stated above, Creek citizens, after selecting their allotments, may dispose of any timber thereon.

It was ascertained by this office that certain noncitizens were cutting timber on the public domain of the Creek Nation. This timber was seized and sold, and the proceeds of said sale, viz, \$20, were placed to the credit of the Creek Nation.

PAYMENTS ON TOWN LOTS AND ISSUANCE OF PATENTS.

Town-site record books of such towns as have been appraised and platted by the Creek town-site commission are placed on file in the office of the United States Indian agent, who is required to receive and receipt for all payments made on said lots; and when any lot has been fully paid for the principal chief and the Secretary of the Interior are duly notified, in order that patents conveying said lot may issue.

During the fiscal year ended June 30, 1903, payments on town lots in the Creek Nation, amounting to \$211,410.22, were made to this office.

During the same period patents were issued conveying lots in the towns mentioned as follows:

Kellyville.....	9
Wagoner.....	67
Muskogee.....	382
Tulsa.....	283
Sapulpa.....	140
Bristow.....	82
Mounds.....	31
Henryetta.....	25
Holdenville.....	161
Wetumka.....	45
Lee.....	0
Wildcat.....	1
Checotah.....	193
Eufaula.....	74
Clarksville.....	1
Coweta.....	12
Inola.....	1
Braggs.....	25
Okmulgee.....	131
Red Fork.....	32
Bixby.....	4
Foster.....	6

CREEK WARRANT PAYMENT.

During the fiscal year ended June 30, 1903, the following sums of money were disbursed in payment of Creek warrants:

Under advertisement of July 5, 1902.....	\$38,457.90
Under advertisement of January 15 and February 24, 1903.....	75,147.75
Total.....	113,605.65

It may be proper to remark that before any Creek warrant is paid it is audited by the auditor of the Creek Nation, and school-fund warrants are approved by the school supervisor for the Creek Nation, and the general-fund warrants by the United States Indian agent.

CREEK INDIGENTS.

Under the provisions of the act of the national council of the Muskogee Nation of November 5, 1900, there was paid to the Creek indigents during the fiscal year ended June 30, 1903, the sum of \$108.

FINANCIAL—MISCELLANEOUS.

PAYMENT OF EXPENSES INCURRED IN CONNECTION WITH THE SURVEYING AND PLATTING OF TOWN SITES IN THE INDIAN TERRITORY.

During the fiscal year ended June 30, 1903, there was disbursed in payment of the expenses incurred in connection with the surveying and platting of town sites in the Indian Territory, \$60,799.65.

SALE OF TOWN-SITE MAPS.

The Department has placed on file in this office, for sale, photolithographic plats of certain townsites in the Indian Territory. The total sum received from this source during the fiscal year ended June 30, 1903, was \$194.78.

SETTLEMENT OF SMALLPOX CLAIMS.

Out of the \$50,000 appropriated by the act of May 31, 1900, to be used in payment of expenses incurred in connection with the suppression of the spread of smallpox in the Indian Territory, among those residents of said territory not members of any Indian tribe or nation therein, there was expended during the fiscal year ended June 30, 1903, for the purposes mentioned in said act, \$341.

PAYMENT OF EXPENSES INCURRED IN CONNECTION WITH THE COLLECTION OF TRIBAL REVENUES.

On April 30, 1903, the revenue inspector for the Indian Territory tendered his resignation, and during the balance of the fiscal year this office paid the expenses incurred in connection with the collection of tribal revenues, aggregating \$987.55.

PAYMENT OF EXCHANGE.

Remittances made to this office are in the form of drafts, express money orders, postal money orders, and cash, all of which later have to be deposited with the Assistant Treasurer of the United States, St. Louis, Mo., who will not handle any item unless it is in the form of cash or exchange drawn on some bank in St. Louis. Numerous remittances, therefore, have to be converted into St. Louis exchange before being forwarded, and the exchange on such during the fiscal year ended June 30, 1903, amounted to \$681.19.

TRANSFER OF CHEROKEE FUNDS.

Attention is invited to the disbursement of \$19,438.80, account of transfer from the general fund of the Cherokee Nation to the Cherokee school and orphan funds. The following explanation thereto is respectfully made:

Under date of November 4, 1902, the treasurer of the Cherokee Nation transmitted to this office general fund warrant B 238, for \$14,280.99, and general fund warrant B 239, for \$1,518.32, and also general fund warrant A 3232, for \$193.50, with the request that they be paid out of the general fund and the proceeds thereof placed to the credit of the school and orphan funds; in other words, it was simply a transfer of funds.

These warrants drew interest at the rate of 6 per cent from date until advertised for payment, and netted \$19,370.32. The balance of said disbursement, viz, \$68.48, came into my possession in the following manner:

Under date of September 25, 1900, the principal chief of the Cherokee Nation forwarded to this office warrants, the principal of which amounted to \$60, advising that they were received by him as payment for certain jail property belonging to the Cherokee Nation, the sale of this jail property having been made under the provision of the act of the national council, approved by the President on December 20, 1899. These warrants drew interest, and when finally paid netted \$68.48.

The portion of the Cherokee act referred to reads as follows:

And the funds or proceeds of such sale to be turned in to the Secretary of the Interior and applied to the general fund of the Cherokee Nation.

CORRESPONDENCE.

Correspondence during the fiscal year has been voluminous. Every communication received is answered or referred to the proper officer for attention. The letters received average 300 and 400 per day, and those sent out average between 400 and 600 per day.

INDIAN POLICE.

The Indian police force at this agency consists of 1 captain, 2 lieutenants, and 23 privates, with salaries of \$15 per month for officers and \$10 per month for privates.

The Indian police have been busy placing allottees in possession of their allotments, seizing timber unlawfully cut, and carrying out instructions given from time to time.

They also assist the United States marshals when requested to do so in making arrests to suppress the whisky traffic.

Their services, considering their small pay, have been satisfactory.

ROADS.

Under date of February 12, 1903, the honorable Acting Secretary of the Interior approved the following public notice in reference to establishment of roads in the Cherokee and Creek nations, in accordance with the acts of Congress referred to:

To whom it may concern:

Section 10 of the supplemental agreement of the Creek Nation, approved June 30, 1902 (30 Stat., 500), provides in part as follows:

"Public highways or roads, three rods in width, being one and one-half rods on each side of the section line, may be established along all section lines without any compensation being paid therefor, and all allottees, purchasers, and others shall take the title to such land subject to this provision."

Section 37 of the act of July 1, 1902 (32 Stat., 716), providing for the allotment of lands in the Cherokee Nation, etc., makes similar provision for section line roads in the Cherokee Nation, with the exception that such roads are to be 2 rods in width, 1 rod on each side of the section line.

To the end that there may be uniformity in the establishment of roads throughout the Creek and Cherokee nations, all persons are hereby notified that where section lines are obstructed in any manner such obstructions must be removed and the section line roads opened immediately.

I am instructed by the Secretary of the Interior to notify all persons failing to open roads as required that if they do not do so the Department, through its proper officials in Indian Territory, will take steps to enforce the law.

No funds have been provided to enforce the law, yet despite this fact, with the aid of the Indian police and by other methods, the road law is being fairly well observed, and, as far as practicable, considering the growing crops, the roads are being placed upon section lines.

In the Choctaw and Chickasaw nations no road laws have been passed, yet this office endeavors to maintain the established and old tribal roads where it does not seriously interfere with the allotment of lands and best subserves the public interest.

PLACING ALLOTTEES IN POSSESSION OF THEIR ALLOTMENTS.

A clause in the Creek, Choctaw, and Chickasaw supplemental agreements, and the recent Cherokee agreement, provides in the cases of Choctaw, Chickasaw, and Cherokee citizens, that allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent for the Union Agency shall, upon the application of the allottee, place him in possession of his allotment and shall remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

In the Creek Nation the allottee is placed in possession of his allotment when he produces a certificate from the Commission showing his right to the tract of land described therein or his allotment deed.

The allotment of lands in the Creek Nation has been practically completed, while the work in the Choctaw, Chickasaw, and Cherokee nations has just begun, and but few certificates of allotment have been issued by the Commission to the Five Civilized Tribes; hence but few applications to be placed in possession of their allotments have been made by citizens of the three last-mentioned tribes.

During the fiscal year ended June 30, 1903, 641 applications in writing, to be placed in possession of allotments, were made by Creek citizens, and 458 of these cases have been settled by placing allottees in possession, leaving yet to be acted upon 183 cases.

Several thousand cases have been settled or adjusted by this office on verbal complaints, the plan adopted being to call to the office the person complained of, as well as the allottee, and the matter is then carefully investigated and necessary relief afforded.

The usual proceeding is, after the allottee has made application to be placed in possession of his allotment, to notify the person complained of, or in the possession of the same, giving him a reasonable time to answer the complaint; and if no answer is filed, or good and sufficient reason shown why the Indian should not be put in possession, the person complained of is summarily removed from the allotment by a United States Indian policeman.

In the Cherokee Nation, owing to the fact that but few certificates of allotment have been issued by the Commission to the Five Civilized Tribes, only nineteen applications from allottees have been received and but one settled. In eight of the nineteen cases, upon examining the records of the Commission to the Five Civilized Tribes, it was found that contests were pending before the Commission in connection with the allotment; therefore no action could be taken; and in the other eleven cases action is being taken.

In the Choctaw and Chickasaw nations numerous complaints have been received from Indian citizens, asking to be placed in possession of their allotments; but, owing to the fact that certificates of allotment have not been issued to the allottees by the Commission to the Five Civilized Tribes, no action could be taken or relief afforded.

ACCOUNT OF RECENT TROUBLE IN THE CHOCTAW NATION IN CONNECTION WITH ELECTION AND INSTALLATION IN OFFICE OF PRINCIPAL CHIEF OF SAID NATION.

Much feeling was engendered in the recent election of the chief and tribal officers of the Choctaw Nation. The issues were tightly drawn, the principal one being the ratification or rejection of the supplemental agreement made with the Choctaw and Chickasaw tribes of Indians and ratified by act of Congress approved July 1, 1902 (32 Stat., 641).

Green McCurtain and his followers urged the ratification, and T. W. Hunter and his party were opposed to it. The then Principal Chief Dukes supported Hunter.

Upon the urgent request of prominent citizens, I advised the Department of possible trouble in the Choctaw Nation, and was directed to proceed to the capital, located at Tuskahoma, with sufficient police to preserve peace and order during the session of the national council.

Immediately after my arrival at the capital I saw that there was imminent danger of a conflict between the contending factions, as Principal Chief Dukes had filled the

capitol building with armed light horsemen, who refused admission to certain members of the council and all but a few Choctaw citizens.

This action aroused a feeling of indignation among the peaceable and law-abiding Choctaws. My police force being insufficient to cope with the situation, I at once conferred with the United States marshal, who had been directed by the Department of Justice to cooperate with and be guided largely by my suggestions, he having been sent to Tuskaahoma to assist in preserving the peace, and I suggested that the only way to prevent serious trouble was to disarm all persons in the capitol building and permit all peaceable citizens to enter the building, provided they were disarmed.

The United States marshal refused to give his cooperation in disarming the men in the capitol building.

On Monday, October 6, 1902, when the legislative body assembled, and tribal officers and certain Choctaw citizens attempted to enter the capitol building, they were confronted by these armed men at the door, and only those persons whom they desired to have do so were permitted to enter, while others were refused.

Those who were denied admission appealed to me. I consulted with them, and asked that they remain quiet and commit no overt acts. I then had a conference with Marshal Hackett and Principal Chief Dukes, and urged the latter to disarm his light horsemen.

This he refused to do, and the marshal would not cooperate with me in disarming them, and urged Dukes to not permit his light horsemen to be disarmed.

Immediately after the conference, and just as I reached the door coming out of the capitol, 150 determined men made a rush for the door. It was with the utmost difficulty that I prevailed upon them to remain quiet, stating that every effort was being made to adjust matters so that the legislative body could assemble according to law and canvass the votes, and determine who had been rightfully elected principal chief.

Affairs remained in this condition until Tuesday morning, when another effort was made by certain persons to enter the capitol building, but they were again denied admission by armed men.

Finding myself powerless to cope with the situation, and the marshal having refused to cooperate with me, I asked that troops be sent to assist me in preserving the peace.

Pending the arrival of the troops it was an extremely difficult matter to keep the contending factions from having trouble.

In the meantime certain persons were permitted to enter the capitol building, and Principal Chief Dukes convened both houses of the legislative body, and organized, with Mr. James Bowers as president of the senate, and Robert J. Ward as speaker of the house of representatives.

Afterwards, while in session, members were ordered out of the capitol building by armed men, under instructions from Principal Chief Dukes, and members who had retired were not allowed to return. Under the circumstances an adjournment was taken.

Green McCurtain urged me to call for troops in order to avoid a serious conflict, and that the capitol building might be cleared and the supreme judges be given an opportunity to canvass the vote, as these judges were afraid to enter the capitol building, fearing that the vote of the nation would be taken from them, the vote being in their possession, or at least they had the vote of 50 or 51 precincts.

Saturday afternoon, the 11th of October, troops arrived under the command of Major Starr. After a short conference with him, he threw around the capitol building a squad of troops and disarmed every person in the capitol building and in the yard. I then detailed a detachment of police to accompany the supreme judges to the capitol building. When they arrived I announced publicly that the building had been cleared of all armed forces, and that all persons desiring to enter the building could do so, providing they were disarmed.

The supreme judges then delivered the vote in accordance with the Choctaw law, the result showing Green McCurtain elected principal chief.

During the interim between Tuesday and Saturday, Hunter, who had possession of the vote of one of the precincts of the Choctaw Nation, in collusion with certain of his followers, claimed to have taken the oath as principal chief of the Choctaw Nation, and then declared and held himself out as such principal chief, demanding recognition from me, which I refused to give.

I am satisfied that if Marshal Hackett had cooperated with and assisted me in disarming the light horsemen in the capitol building troops would not have been necessary.

During the period from the first assembling of the council until the arrival of the troops Saturday evening, there was imminent danger of the two contending factions

coming together and shedding blood, as Indian politicians are partisans of the worst stripe, and bitter feeling was engendered.

I returned to headquarters at Muscogee shortly after the induction into office of Green McCurtain, and submitted my report to the Department, which afterwards recognized Green McCurtain as principal chief of the Choctaw Nation, and he has continued to hold said office.

It is regarded by the citizens generally of the Choctaw Nation that the election of Green McCurtain as principal chief was to the best interests of the Choctaw people, as he is progressive and liberal in his ideas, and is in harmony with the views of the Department in settling up the affairs of the Indians in the Indian Territory in accordance with recent Congressional acts.

SALE AND LEASING OF CREEK LANDS.

The regulations amended July 10, 1903, governing the sale and leasing of lands in the Creek Nation, prescribed by the Secretary of the Interior for the purpose of carrying into effect the provisions of sections 16 and 17 of the act of Congress approved June 30, 1902 (32 Stat., 500), and ratified by the Muskogee (or Creek) National Council July 26, 1902, requiring that Creek citizens desiring to sell such of their land as they are by law authorized to do may apply to the Indian agent by petition to sell said land.

The sections of the act of Congress referred to are given below:

Lands allotted to citizens shall not in any manner whatever, or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain non-taxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons who can not select for themselves may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said citizen to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitations herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

"Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands."

These regulations require that Creek citizens desiring to sell their lands apply to the Indian agent by petition, as stated before, which application must contain an accurate description of the land and the improvements thereon. A copy of this petition is forwarded to the Commissioner of Indian Affairs. The agent, also, on each Monday morning, posts in a conspicuous place in his office, for a period of sixty days, a list of lands described in petitions received by him during the week preceding such Monday, and on each Monday morning forwards to the Commissioner of Indian Affairs a complete list of the lands posted in his office for sale.

The Indian agent is also required to visit, view, and appraise all lands offered for sale. This appraisal is not made public, but no bid for less than the appraised value shall be considered.

Sealed bids are received by the agent for any lands listed. All such bids should be inclosed in sealed envelopes on which must be written "Bid for Creek lands, described as follows," and each bid must be accompanied by a duly certified check on some solvent bank, payable to the Commissioner of Indian Affairs, for 20 per cent of the amount offered, as a guaranty for the faithful performance by the bidder of his proposition. If the bid is accepted and the successful bidder shall, within a reasonable time, not exceeding ten days, fail to comply with the terms of the bid, his 20-per-cent check shall be forfeited to the use of the owner of the land.

The right to reject any and all bids is reserved, but the highest bid will be accepted and such acceptance shall be subject to the approval of the owner of the land. Bidders and other interested persons may be present when the bids are opened.

The Commissioner of Indian Affairs is required to cause an advertisement of the lands listed to be published in at least one weekly newspaper published at Muskogee, and such additional weekly newspapers as he may deem advisable, so that each tract listed shall, as near as practicable, be advertised during the listed period.

The deed conveying the land must be executed in the presence of two subscribing witnesses and must be transmitted to the Secretary of the Interior for approval, accompanied by the original petition, the certificate of appraisement, all bids relating to the land covered by said deed, a duly certified check on a solvent bank for the full purchase price, payable to the order of the Commissioner of Indian Affairs; and full report must be submitted by the Indian agent of all proceedings previous to the execution of the deed.

When the deed has been returned to the Indian agent, duly approved by the Secretary of the Interior, it shall be accompanied by the certified check for the purchase price, duly indorsed, with appropriate instructions from the Commissioner of Indian Affairs to the Indian agent relative to the delivery of the deed to the grantee and the payment of the purchase price to the grantor.

The Indian agent, in reporting on deeds, is required to show the value of the land as appraised by the Commission to the Five Civilized Tribes, in order that the Department may know how it was classified for distribution, and is also required to ascertain whether the party or parties seeking to sell have had the land properly allotted, and will give his opinion as to whether the instrument should be approved, with his reasons therefor.

LEASES.

No lease will be approved for a greater term of years than as follows: Three years for grazing purposes, ten years for agricultural purposes, and fifteen years for mineral purposes, all leases to be made in quadruplicate, to be executed in the presence of two subscribing witnesses, one part to be filed in the office of the Commissioner of Indian Affairs, one with the Indian agent, one to be delivered to the lessee, and one to the lessor.

Prescribed forms for leasing and selling lands are attached to the regulations.

The rules and regulations governing the sale and leasing of Creek lands meets with the approval of the Creek Indians. They feel that they are afforded, under these rules and regulations, protection against the horde of grafters who have settled in the nation for the purpose of acquiring possession of the choicest lands of the Creek Nation at prices far below their real value.

In my judgment the restrictions thrown around the sale of the lands of these Indians are the best possible safeguard for their protection, and will deliver the lands into the hands of the actual farmers.

It is to be remembered that out of 160 acres allotted to each citizen, 40 acres are reserved for homestead purposes, and can not be sold for twenty-one years from the date of the ratification of the supplemental Creek agreement.

All the conventions held by Indians, citizens, have passed resolutions indorsing the policy adopted by the Government; that the promulgation of the rules and regulations protect their interests, and have indorsed the action of the honorable Secretary of the Interior and the officials of the Interior Department in Indian Territory in their efforts to carry out the letter and spirit of the agreement.

If these lands pass into the hands of actual farmers, when they are offered for sale under the regulations now in force, the Indian will be benefited to the extent of having as his neighbor a progressive farmer, or at least a farmer who has purchased 40, 80, or 120 acres with the view to improving the same and making it his home.

Such farmers will be interested in the construction and maintenance of good roads and bridges, and will see that schools are established, and that their lands are properly fenced and cultivated. Their example will be an inspiration to the Indian, who will naturally imitate and follow his neighbor, and doubtless will be persuaded to plant diversified crops, and will look to his white neighbor for guidance in his farming operations.

Many of the more progressive families are desirous of disposing of the surplus lands belonging to the head of the family, in order that they may build houses, dig wells, plant orchards, and generally improve their 40-acre homestead, and as their children become of age they will take up their own allotments of 160 acres, and, having been educated in the matter of cultivating the land and raising crops, will necessarily receive the greatest benefit from the products of the soil, and will doubt-

less have acquired a competency by reason of the opportunities they have had, and will farm as their white neighbors have taught them.

The Creek Indians are inclined to be progressive, and all they need is to have energetic white men in their midst so that they may observe how and in what manner the greatest benefit can be derived from the cultivation of the soil.

It is thought the regulations solve this complex question and provide the only practicable way to dispose of the surplus lands of the Five Civilized Tribes.

The tribal governments will have ceased to exist in 1906, and the Indians will then be left to shift for themselves, and if safeguards are not thrown around them many will dispose of their lands to speculators and unscrupulous persons for inadequate prices.

This office has been greatly annoyed during the past year by a few worthless Creek freedmen, who persist in leasing their lands as often as they can find anyone who will pay them a few dollars in hand. In these practices they are encouraged and assisted by irresponsible real estate agents.

In many instances the Creek Indian, unskilled in the ways of the white man, has been imposed upon. Especially is this true of the full-blood Indian who can not read or write the English language.

They have been induced to enter into contracts or leases for long terms in flagrant violation of the letter and spirit of the agreement.

A few of such leases have been submitted to this office by the Indian allottees. An examination discloses that the leased lands were unimproved, and were leased for periods ranging from five to seven years, at a rate of 25 cents per acre per annum, when the fair rental value would have been from \$1 to \$3 per acre per annum.

I have urged upon Creek citizens, to whom allotment certificates or deeds have been issued, not to enter into these long leases, and in many instances have induced Indians who have made long and improvident leases to return them to the lessee, together with a small advanced payment, and have prevented such lessees from taking possession of the allotments.

Such action as this, however, can only be taken when attention is called to the transaction.

Real estate agents and speculators endeavor to keep the allottees away from the agency, and but few of these transactions are brought to the attention of the agent.

These remarks are made in order that such remedial measures can be taken as will prevent the continuance of the unlawful practice cited, and make clear the way for legitimate renting and leasing of Creek lands.

The Creek agreement provides that allotments may be leased for agricultural purposes for a period of five years. There is nothing indicated in the agreement upon what conditions the allottee can rent his land, except for a period of five years. The real estate agent has heretofore made his own conditions, agreeing to pay the allottee 25 cents per acre per annum for a period of five years, and a clause is usually inserted in the lease providing for the removal by the lessee of all improvements placed on the land at the expiration of the term of the lease. It is plain, therefore, that the allottee, at the end of five years, will be in worse shape than he is to-day, and I can not see how it is possible for the Department to interfere, as the Creek supplemental agreement leaves the matter of the conditions of the lease, with the exception of the five-year clause, wholly and entirely with the allottee.

It may be, however, under the forty-fifth article of the agreement referred to, that the honorable Secretary of the Interior might have authority to specify the conditions under which Creek lands can be leased.

In an opinion rendered by the Hon. William Van Deventer, Assistant Attorney-General, approved by the honorable Secretary of the Interior on the 31st day of October, 1902, with reference to the powers and duties of the agent in passing upon improvident leases made by Creek allottees, he stated, in part:

It is clear that one claiming possession of allotted land under a lease for grazing purposes for a term more than one year, or for agricultural purposes for a term of more than five years, unless such lease shall have been approved by the Secretary of the Interior, is subject to be removed from such land, if objectionable to the allottee. The invalid and illegal lease would afford him no protection. If, however, the lease under which a party in possession claims is one which the allottee was authorized to make, it can not be disregarded solely upon the ground that the rental provided for is inadequate, or that it was improvidently made, or that it was obtained by fraud and deception. Those are matters properly cognizable by the courts, and redress must be sought therein.

It will therefore appear that the honorable Assistant Attorney-General is of the opinion that where a person is in possession of an allotment under a lease which the allottee was authorized to make, it can not be disregarded solely upon the ground that the rental provided for is inadequate, or that it was improvidently made, or that it was obtained by fraud and deception; that those matters are properly cognizable by the courts, and that redress must be sought therein.

Notwithstanding the fact that where the allottee entered into an agricultural lease for a period of five years, which he had a perfect right to do, paying no attention to the conditions and stipulations of such lease, many of them have besieged this office to set aside such leases, and insisted that the authority vested exclusively in the agent to give them possession of their allotments.

In many instances I have gone beyond what, in my judgment, the law warranted in order to protect these people against the great frauds that have been constantly perpetrated upon them. I pay particular attention to the full-blood Indians and the more ignorant and incompetent members of the tribe. The more enlightened and intelligent class of Creek Indians have not been imposed upon, they being able to conduct their affairs to their entire satisfaction.

LEASING OF CHEROKEE LANDS.

The Secretary of the Interior has, under the provisions of section 72 of the act of Congress approved July 1, 1902 (32 Stat., 716), promulgated regulations governing the leasing of lands in the Cherokee Nation. The section of the act referred to is quoted herewith:

Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

The agent is required to transmit, with his recommendation, all leases submitted to him to the Secretary of the Interior for approval.

No leases will be approved for a greater term of years than as follows:

Three years for grazing purposes,
Ten years for agricultural purposes, and
Fifteen years for mineral purposes.

All leases must be in quadruplicate, one part to be filed in the office of the Commissioner of Indian Affairs, one with the agent, one to be delivered to the lessee, and one to the lessor.

If the lessee fails to faithfully comply with the terms and conditions of the lease, such failure shall constitute a forfeiture of the lease and all improvements placed on the land by the lessee, and that the lessor shall be entitled to immediate possession of the leased lands and the improvements located thereon.

All original lessees, except of mineral lands, shall be required to furnish a bond executed by two or more sufficient sureties, guaranteeing the payment of all rents, and the performance of all covenants and agreements named in the indenture to be paid and performed by the lessee.

No lease shall be sublet, transferred, or assigned without the consent and approval of the Secretary of the Interior.

A lease of undivided inherited lands will be approved only in cases where all the heirs join in the lease.

Leases to which minors are parties grantor must be made by a guardian, and the lease must be accompanied by certified copies of the orders of the proper court appointing the guardian and authorizing him to make such lease.

Where leases cover lands allotted to a deceased allottee or citizen, the agent is required to show the relationship, as shown by the records of the Commission to the Five Civilized Tribes, existing between such deceased allottee or citizen and the parties grantor to the lease.

Since the promulgation of these regulations, the following number of leases have been filed in this office for consideration:

Mineral	13
Coal and asphalt	0
Marble and stone	6
Oil and gas	58
Total	77

RAILROADS.

The marked increase in population and the development of the Indian country has stimulated railroad companies to renewed activity, and many new miles of railway have been constructed in Indian Territory. I am only able to give such information in reference to this matter as has been furnished me by the companies mentioned below:

Miles of railway constructed during the year ended June 30, 1903.

Chicago, Rock Island and Pacific Railway Company.....	25.25
St. Louis and San Francisco Railroad Company:	
St. Louis, San Francisco and New Orleans Railway Company.....	90.7
Platter cut-off—from Platter to a point near Mead, Ind. T.....	9.35
Sulphur Springs Railway.....	8.83
Arkansas Valley and Western.....	22
Ozark and Cherokee Central.....	114.761
	<hr/>
	245.641
Choctaw, Oklahoma and Gulf Railroad Company.....	9.41
Fort Smith and Western Railroad Company.....	49
Missouri, Kansas and Texas Railway Company:	
Krebs Branch, Carbon to Gaines Creek.....	4
Missouri, Kansas and Oklahoma—	
Stevens to Dewey.....	23.4
Wybark to Coweta.....	21.2
	<hr/>
	48.6

CONCLUSION.

I appreciate the cordial support given me by your office and the Department in discharging the difficult and arduous duties devolving on the agent at this agency.

I have the honor to be, sir, very respectfully, your obedient servant,

J. BLAIR SHOENFELT,
United States Indian Agent.

The COMMISSIONER OF INDIAN AFFAIRS.

REPORT OF SUPERINTENDENT OF SCHOOLS FOR INDIAN TERRITORY.

OFFICE OF SUPERINTENDENT OF SCHOOLS IN INDIAN TERRITORY,
Muskogee, Ind. T., August 1, 1903.

SIR: I have the honor to submit my fifth annual report, in words and figures as follows:

The fiscal year just closed has been a remarkably quiet one in educational circles in this Territory, hence we can very readily comply with the official request to make our reports as brief as possible. During the past year we have had no new agreements, no uprisings or misunderstandings of any kind, but our 450 teachers have kept steadily at work and have earnestly striven to carry out our plans which were formulated four years ago. Our past year's work has been characterized by almost entire harmony in all of our efforts toward advancing the educational interests of the Territory. White teachers who formerly encountered feelings of suspicion and jealousy upon being sent out to teach in full-blood settlements, are now received cordially and their plans of work are better understood and more thoroughly appreciated than in former years. This is not only encouraging to the teachers, but it also enables them to secure that degree of efficiency in their schoolroom work which can only be attained through hearty cooperation between teacher and patron. It is always distinctly noticeable, too, that the Indian day-school teacher who succeeds in securing the confidence and cooperation of her patrons can in many ways exert an influence for good in the full-blood homes. Evidences of educational progress are also noticeable in the increased attendance at our summer normal schools, in the increased number of our teachers who are now attending summer terms in various State institutions, as well as the increased attendance from this Territory at the session of the National Educational Association just closed in Boston.

CHEROKEE NATION.

On October 6, 1902, the following rules and regulations were approved by the honorable Secretary and made applicable to the schools of the Cherokee Nation:

SECTION 1. That, so far as practicable, the rules of the Indian School Service, 1898, and the regulations concerning education in the Indian Territory, heretofore promulgated by the Secretary, shall apply in the government of the Cherokee schools.

SEC. 2. All teachers in the boarding schools, the Cherokee Orphan Asylum, and day schools shall be examined and appointed by the Cherokee Board of Education and the supervisor of schools for the Cherokee Nation. All boarding-school superintendents and other necessary employees in the boarding schools and orphan asylum shall be appointed by the Cherokee Board of Education and the supervisor of schools for the Cherokee Nation, and no person shall be employed who is not competent to perform the duties of the position to which he or she may be appointed. In the appointment of superintendents, teachers, and other school employees preference shall be given to Cherokee citizens where they are competent to pass the necessary examinations and otherwise duly qualified and suitable for such positions.

SEC. 3. That the superintendent of schools in the Indian Territory shall have the right to disapprove any appointment as above for good cause, and he may remove any school employee for incompetency, immorality, or other just cause, after due investigation, subject, however, to an appeal to the honorable Secretary of the Interior.

SEC. 4. That the salaries of the superintendents, teachers, and other school employees, shall be fixed by the Secretary of the Interior.

SEC. 5. The superintendent of each boarding school and the orphan asylum shall, under the direction of the Cherokee Board of Education and the supervisor of schools, purchase, at the lowest obtainable price, such provisions as may be needed for the maintenance of the school of which he is superintendent, and incur such expenses as may be necessary for the care and maintenance of the school and property, and shall keep a complete and accurate account of all purchases and expenditures; *Provided*, That the Cherokee Board of Education and the supervisor of schools for the Cherokee Nation may take bids for furnishing the necessary provisions for said schools, and shall award the contract for furnishing such provisions to the lowest responsible bidder.

SEC. 6. That at the end of each month and within ten days thereafter, the Superintendent of each boarding school and orphan asylum shall submit an itemized report to the Cherokee Board of Education and supervisor of schools, showing in detail the articles purchased and other expenditures made by him for the school, and the prices thereof. The Cherokee Board of Education and the supervisor of schools shall carefully examine such report and issue a joint requisition upon the principal chief of the Cherokee Nation for orders or requests upon the Secretary of the Interior for the amounts due in favor of the respective persons for whom proper claims are presented, and said

claims and requisitions shall be approved by the superintendent of schools in Indian Territory, and shall be returned to the office of the Board of Education, which will file the approved claims and transmit the approved requisitions to the principal chief, which shall be his authority for the issuance of such order or request for the payment of said indebtedness. After such orders or requests are recorded and approved by the supervisor of schools they shall be transmitted directly to the United States Indian agent at Union Agency, who shall compare them with the requisitions and if found correct shall immediately pay the same in accordance with the regulations in force governing the payment of Cherokee warrants.

SEC. 7. The supervisor of schools shall file with the Indian agent for the Union Agency duplicate copies of all requisitions issued at the time of the filing of original requisitions with the principal chief of the Cherokee Nation.

SEC. 8. Upon certification of the superintendent of each boarding school and the orphan asylum that services have been rendered by himself, teachers, and other employees of his school, they shall be paid monthly in manner prescribed in sections 6 and 7.

SEC. 9. Teachers of primary schools shall, within fifteen days after the close of each term, submit a sworn report in accordance with blanks provided for such purpose. Such sworn reports shall be examined by the board of education and school supervisor, and in the settlement thereof be treated like other claims or account, as specified in sections 6 and 7.

SEC. 10. The supervisor of schools and the Cherokee board of education shall purchase such books and supplies as may be needed for the Cherokee schools, subject to the direction of the superintendent of schools in the Indian Territory.

SEC. 11. The superintendent of schools in the Indian Territory shall prepare and formulate rules and regulations fixing the duties of the various employees in the Cherokee schools, which shall not take effect until approved by the Secretary of the Interior.

SEC. 12. That the superintendent of each boarding school and the orphan asylum shall be required to give a bond for the faithful performance of his duties, and for the proper care of all school property within his control; the amount of said bond to be fixed by the Secretary of the Interior.

SEC. 13. Whenever the Cherokee board of education and the supervisor of schools shall fail to agree upon any matter under their direction or control, it shall be decided by the superintendent of schools in the Indian Territory, subject to an appeal to the Secretary of the Interior.

SEC. 14. The superintendent of each boarding school and the orphan asylum shall collect board from pupils and employees as required by Cherokee law, make monthly sworn reports thereof in duplicate, giving the names of all parties from whom board is collected, and statement of all arrearages and from whom due, and transmit the original, together with the money so collected, each month to the United States Indian agent for the Union Agency and transmit the duplicate report to the board of education.

SEC. 15. All things necessary to carry into effect the provisions of these regulations not otherwise herein specifically provided for shall be done by the superintendent of schools in Indian Territory under authority and direction of the Secretary of the Interior.

The application of the above rules to the Cherokee Nation did not necessitate many changes in the conduct or management of their schools.

The Cherokees make the claim, not without good foundation, that they have made more progress toward civilization than any other Indian tribe. Their alphabet, invented by their sage (Sequoyah), is the work of a genius. The Cherokee Advocate, a weekly newspaper published at Tahlequah, contains at least one page of each issue printed in the original Cherokee language. This paper is sent to full-blood Cherokees at the expense of the nation. Their official business is, however, transacted through the medium of the English language, and except in a few full-blood settlements no language other than the English is often heard throughout the nation.

Their two seminaries, male and female, located at Tahlequah, are the special pride of the Cherokee people. These are the only two Indian schools in the Territory, and possibly the only ones in the United States, in which the pupils are required to pay board. None but Cherokee pupils are admitted to these seminaries. Their courses of study are equal to that of a first-class high school, and their graduates are usually permitted to enter college without examination. During the year just closed the male seminary graduated 6 students, with a total enrollment of 260; while the female seminary graduating class numbered 16 pupils, with an enrollment of 240.

CREEK NATION.

The Creeks have 10 small boarding schools and 58 day schools.

Six of their boarding schools are maintained exclusively for Creek Indian children, while the other three are attended by the children of Creek freedmen.

A very large percentage of Creeks are full bloods, and their children, with but very few exceptions, are in the primary or elementary grades. Not more than a dozen could be properly classed as high school pupils. Many of the parents manifest but little interest in education, and as we have no compulsory-attendance law their average attendance frequently falls pretty low. Board, books, and tuition are furnished free to the pupils enrolled in the boarding schools of this nation.

THE CHOCTAW NATION.

The coal-royalty fund of the Choctaw Nation constitutes its school fund. This fund is ample for the maintenance of all the schools needed for the education of Choctaw children.

In its four academies 483 Choctaw children by blood were furnished with board, clothing, books, tuition, and medical attendance free of charge during the past year.

Ten small boarding schools were also maintained in remote settlements, in which board and tuition were furnished to 447 Choctaw children. Besides these, 175 day schools were maintained throughout the school year, in which 3,068 Choctaws were enrolled.

The Choctaws have manifested a commendable degree of interest in the educational welfare of the children, but, as in the other nations, many parents fail to appreciate the necessity of sending their children to school regularly.

CHICKASAW NATION.

The Chickasaws are still allowed to control their own expenditures for school purposes, and their school finances are in a deplorable condition. Their council makes no appropriation for school purposes at the beginning of each year, but permits their school authorities to continue incurring indebtedness regardless of their ability to pay. Nearly all of their boarding schools are conducted upon the contract plan, the contractors agreeing to furnish board and teachers at a stipulated price per month for each child in attendance. Some of the contractors boasting assert that they are to receive the full amount provided for by their contracts whether few or many children attend their schools. Another extravagant feature of their school management is apparent in their attempt to pay the board of all the children enrolled in the day schools of the nation. In many instances parents are allowed from \$10 to \$12 per month per child for boarding their own children. Notwithstanding the fact that their share of the accumulated coal royalties has been paid out upon their school indebtedness, yet their outstanding unpaid school warrants now amount to considerably more than \$100,000. While whole families are maintained out of the allowance made for boarding their children, yet the teachers, who are entitled to receive their pay promptly, are compelled to wait from one to two years for their money or sell their school warrants at discounts ranging from 20 to 50 per cent. This condition of affairs is very discouraging to the teachers of that nation, and so long as it is permitted to continue the school work of the nation can not materially improve.

OUR SUMMER NORMAL SCHOOLS.

The summer normal schools for teachers, which we organized four years ago, are now recognized as an essential part of the educational work of the Territory.

The attendance in each of the four weeks' sessions just closed has been very good, and the earnest work of those in attendance bespeaks improvement in the school work of the coming year.

When these normals were first established we were compelled to devote nearly all the time to academic work, for the majority of our teachers were deficient in the knowledge of the common school branches. Now, however, we are able to devote more time to the study of principles and methods, and instead of merely cramming for examination our teachers are now eagerly searching for new and improved ideas and methods of teaching.

A prominent city school superintendent from an adjoining State, who delivered a series of lectures in our normals, writes as follows concerning the work of our teachers:

I feel that it was a privilege to be with your teachers and to gain an insight into their special line of work. I feel that my own educational horizon is broadened thereby. Moreover, it was an inspiration to see what brave efforts many of the neighborhood teachers were making under such almost overwhelming disadvantages and what good results they were getting. I expect to try to inspire my own teachers this fall by pointing them to the results gotten from the work with children who, upon entering school, could not speak a word of English.

THE FUTURE OF OUR SCHOOLS.

The various agreements made by the Five Tribes with the United States Government provide that within the next three years all tribal affairs shall be settled and all tribal funds distributed pro rata to the individual members of these tribes. When tribal relations are all abolished and each Indian is put in possession of his share of land he will then be thrown upon his own resources and left to fight life's battles alone as best he may. He will then stand in far greater need of education than formerly but how his education shall then be provided for is already becoming a serious question. Under existing laws public schools can not be organized in the Territory, except in incorporated cities, and in many of these cities land titles are still vested in the Indian tribe and town lots are nontaxable. Many of the build-

ings erected in these towns are small and inexpensive, and where the taxing power of such towns is limited to personal property it is impossible to raise sufficient funds for the erection of school buildings and the maintenance of schools for the white children residing therein.

During the past few years we have aided many of these towns in maintaining free common schools for white and Indian children by paying the tuition of Indian children in such town schools out of the tribal school funds, but when tribal school funds are abolished this aid can no longer be given to the village schools.

Another serious feature of this question is the fact that perhaps nine-tenths of the Indians reside not in towns but in the rural districts, where at present there is no law authorizing the collection of taxes for the support of free schools of any kind. The great majority of Indian children are thus thrown in company with the children of white tenants who are growing up without the civilizing, refining influence of the common district school. Recent legislation enacted by Congress not only provides that all tribal funds shall be distributed, but further provides that the lands of the Indians shall not be subject to taxation.

The act of June 28, 1898, provides that—

All the lands allotted (Choctaw and Chickasaw nations) shall be nontaxable while the title remains in the original allottee, but not to exceed twenty-one years from the date of patent.

The act of June 30, 1902, containing the latest Creek agreement, provides that—

Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, nor be alienated by the allottee or his heirs before the expiration of five years from this date, except with the approval of the Secretary of the Interior.

The foregoing provision doubtless prohibits the enforcement of the collection of taxes against the land of the Creek Nation.

Section 14 of the Cherokee agreement approved by Congress July 1, 1902, contains precisely the same provision as that last above quoted. It appears, therefore, that without further legislation the Indians of the Territory outside of incorporated cities will not be able to assist in maintaining a system of common schools after their tribal relations are extinguished.

In my former reports I have called attention to the deplorable condition of the white children of the Territory from an educational standpoint. There are probably 500,000 white people now residing in the Territory. This means that there are at least 100,000 white children of school age residing here. All of them are deprived of the privileges of free schools, and are powerless to tax themselves for school purposes, except those residing within the limits of incorporated towns wherein public school districts are organized under the Arkansas school law. By far the greater part of the farm lands of the Territory must be developed and cultivated by white men, and some provision should be made for the education of their children. Otherwise intelligent farmers who are interested in the educational welfare of their children will not remain here, and the Indians will be left to deal with a class of shiftless, ignorant, white tenants, of which we already have too many.

If this subject were to be considered from the standpoint of the welfare of the Indians only it would seem to be highly necessary to their future progress and welfare that they be surrounded by white men of intelligence and education rather than by ignorant, irresponsible neighbors. The future of the Indians, young as well as old, will depend very largely upon the character and standing of the white people with whom they are to be associated, and every possible effort should be exerted toward surrounding them with good associations and influences, otherwise their progress toward civilization and refinement will be seriously retarded.

During the past three years the children of white people residing in the rural districts have been allowed to send their children to the Indian day schools upon the payment of a reasonable tuition, but when tribal schools are discontinued many localities will be left with no schools of any kind for either white or Indian children. The schools of the future should provide for the education of the white and Indian children together, and with appropriate legislation it would not be difficult to convert the 400 Indian day schools now in existence into common schools for both races.

Suitable provision should also be made for the education of the thousands of negro children in the Territory in separate schools. The Cherokee and Creek nations maintain some separate schools for the education of the children of their negro citizens; but, as stated in my former reports, the freedmen of the Choctaw and Chickasaw nations are not permitted to share in the school funds of those nations, and as a result their children are growing up in ignorance.

The conditions, as existing at present are, indeed, serious and should receive the earnest consideration of Congress at an early day.

I submit herewith a brief summary of statistics for the fiscal year just closed. It

is impossible to secure complete statistics from the numerous little private schools for white children, for the reason that they frequently change teachers and their outgoing teachers leave no records from which any intelligible statistics can be compiled. It should be remembered, too, that we have no control over these white schools, and have no means for taking any school census of the Territory.

More detailed statistics will be found in the annual reports of our four supervisors, which are herewith submitted.

I have the honor to be, your obedient servant,

JOHN D. BENEDICT,

Superintendent of Schools in Indian Territory.

The COMMISSIONER OF INDIAN AFFAIRS.

Indian schools.

Indian schools.	Enroll- ment.	Average attend- ance.	Months of school.	Annual cost.	Average cost per pupil.	Number of em- ployees.
CHEROKEE SCHOOLS.						
Male seminary	260	161	9	\$19,740.00	\$122.61	12
Female seminary	240	175	9	24,818.00	141.81	12
Orphan academy	167	125	9	18,000.00	144.00	12
Colored high school	56	36	9	4,955.00	137.64	5
150 day schools.....	5,464	3,144	7	43,305.00	13.77	150
Total.....	6,187	3,641	.....	110,818.00	.....	191
CHOCTAW SCHOOLS.						
Armstrong Male Orphan Academy	119	94	9	15,578.00	165.47	13
Wheelock Female Orphan Academy	89	70	9	11,938.00	171.76	10
Tushkahoma Female Academy.....	141	110	9	15,454.00	140.69	12
Jones Academy	134	100	9	14,627.00	147.42	12
Atoka Academy	77	60	9	8,287.00	137.57	6
9 small boarding schools.....	370	265	9	15,344.00	57.90	18
151 day schools.....	2,689	1,555	9	33,768.00	21.71	151
Tuition Choctaw pupils in Chickasaw Nation	379	275	6	4,570.00	16.60	151
Total.....	3,998	2,529	.....	119,561.00	.....	222
CREEK SCHOOLS.						
Eufaula High School	96	55	8½	7,980.00	145.08	7
Creek Orphan Home	66	57	8½	6,780.00	118.94	7
Etchee Boarding School	113	62	8½	7,266.00	117.18	7
Wetumka Boarding School.....	185	70	8½	9,196.00	131.37	11
Coweta Boarding School.....	71	34	8½	4,665.00	137.22	8
Wealaka Boarding School.....	61	45	8½	4,075.00	91.50	7
Nuyaka Boarding School.....	93	79	8½	5,600.00	70.62	.....
Tallahassee Boarding School (colored)	130	89	8½	8,299.00	93.24	8
Pecan Creek Boarding School (colored)	58	42	8½	5,129.00	95.56	5
Orphan home (colored)	46	30	8½	2,988.00	99.93	4
88 day schools.....	1,638	787	8½	11,370.00	14.44	58
Total.....	2,557	1,350	.....	73,358.00	.....	113
CHICKASAW SCHOOLS.						
Orphan home	66	51	10	7,796.00	152.86	9
Bloomfield Female Seminary	115	108	10	16,500.00	152.79	8
Collins Institute	45	40	10	7,000.00	175.00	9
Harley Institute	106	76	10	8,039.00	105.77	8
Rock Academy	61	47	8	6,350.00	135.10	7
15 day schools.....	800	550	10	65,065.00	118.30	19
Total.....	1,193	872	.....	110,750.00	.....	60

Public schools, Indian Territory.

Towns.	Superintendent or principal.	Teachers.		Number months of school.	Receipts.		
		M.	F.		Tuition.	Taxation.	Total.
Afton.....	W. A. Robinson.....	1	3	9		\$1,000.00	\$1,000.00
Bartlesville.....	H. H. Montgomery.....	1	5	8	\$204.00	3,460.00	3,664.00
Beggs.....	A. R. Plank.....	2	2	6	115.00	700.00	815.00
Blue Jacket.....	Gean Finley.....	2	2	9	30.00	350.00	380.00
Bristow.....	J. G. Castleberry.....	2	3	6	30.00	1,500.00	1,530.00
Caddo.....	C. P. Abbott.....	2	3	6		1,060.00	1,060.00
Comanche.....	G. A. Witt.....	2	3	7	250.00	1,850.00	2,100.00
Duncan.....	C. L. Brooks.....	2	5	8	900.00	2,000.00	2,900.00
Eufaula.....	Allen C. Ater.....	1	1	7		740.00	740.00
Fairland.....	J. M. Weir.....	1	3	7	121.00	800.00	921.00
Heavener.....	J. E. Malone.....	1	1	10	360.00	240.00	600.00
Lehigh.....	Howard McBride.....	1	4	7	228.80	2,014.69	2,241.49
Muldrow.....	E. G. Bugh.....	2	1	8	147.80	700.00	847.80
Muskogee.....	Miss S. B. Trent.....	1	16	9		13,200.00	13,200.00
McAlester.....	Thos. F. Pierce.....	1	3	9		2,250.00	2,250.00
Oklmulgee.....	Cell P. Fowler.....	1	4	6		1,300.00	1,300.00
Pauls Valley.....	Jas. M. Osborn.....	2	6	8	240.00	3,289.79	3,529.79
Pryor Creek.....	W. B. Allen.....	1	3	8	100.00	1,250.00	1,350.00
Purcell.....	W. H. Woods.....	3	9	5½	125.00	3,262.00	3,387.00
Roff.....	E. E. Matthews.....	2	3	3½	120.00	705.00	825.00
Rush Springs.....	Mae M. Chrisman.....	1	2	6		900.00	900.00
Sallisaw.....	W. W. Wheeler.....	1	2	8		1,403.15	1,403.15
Sapulpa.....	A. J. Lesh.....						
South McAlester.....	Wm. Gay.....	2	14	8	137.70	10,000.00	10,137.70
Spiro.....	M. M. Ryan.....	2	2	9	150.00	700.00	850.00
Sulphur.....	W. W. Wallace.....	2	1	9½	900.00		900.00
Tulsa.....	Emma G. Orr.....	1	8	9	52.75	4,450.00	4,502.75
Vinita.....	Walter S. Dugger.....	1	7	9			
Wagoner.....	S. D. Lyles.....	3	8	8		7,750.00	7,750.00
Weleetka.....	Mrs. L. O. Guisinger.....		3	5	5.00	750.00	755.00
Wetumka.....	A. McDonald.....	1	2	6		35.85	35.85
Wister.....	Lelia Davis.....		1	5	215.00	798.17	832.02
Total.....		44	125		4,465.90	68,422.80	72,888.70

Town.	Expenditures.			Value of buildings and grounds.	Enrollment.							
	Teachers' salaries.	Other expenses.	Total.		Whites.		In-dians.		Ne-groes.		Total.	
					M.	F.	M.	F.	M.	F.	M.	F.
Afton.....	\$1,485.00		\$1,485.00		75	96	19	36			94	132
Bartlesville.....	1,789.00	\$1,370.00	3,159.00	\$800.00	180	193	16	23		1	196	217
Beggs.....	420.00	325.00	745.00	1,000.00	30	27					30	27
Blue Jacket.....	315.00	50.00	365.00	500.00	42	49	15	25			57	74
Bristow.....	1,110.00	150.00	1,260.00	1,800.00	155	178					155	178
Caddo.....	1,400.00	454.00	1,854.00		107	110	2	3	10	21	119	134
Comanche.....	1,870.00	400.00	2,270.00	750.00	200	179	2	4			202	183
Duncan.....	2,500.00	300.00	2,800.00	4,500.00	180	193					180	193
Eufaula.....	650.00	90.00	740.00	5,000.00								
Fairland.....	655.00	150.00	805.00	1,000.00	75	77	43	47			118	124
Heavener.....	600.00	60.00	660.00	1,700.00	44	41	1	3			45	44
Lehigh.....	1,540.00	644.46	2,184.46	12,000.00	129	156	8	10	16	19	153	185
Muldrow.....	960.00	100.00	1,060.00	500.00	31	39	17	14			48	53
Muskogee.....	8,070.00	2,971.00	11,041.00		318	331			151	166	469	497
McAlester.....	2,250.00		2,250.00		177	175	7	7			184	182
Oklmulgee.....	1,100.00	150.00	1,250.00	4,200.00	79	98			39	37	118	135
Pauls Valley.....	3,020.00	542.58	3,562.58	3,500.00	235	218	15	22			250	240
Pryor Creek.....	800.00		800.00		122	172					122	172
Purcell.....	2,887.00	500.00	3,387.00		174	214	19	19	41	35	234	268
Roff.....	705.00	30.00	735.00	6,000.00	152	138	5	11			157	149
Rush Springs.....	900.00		900.00	1,000.00								
Sallisaw.....	1,200.00	250.00	1,450.00	5,000.00	150	127	28	28	14	12	192	162
Sapulpa.....					152	156					152	156
South McAlester.....	7,000.00	3,000.00	10,000.00	15,000.00	442	491	16	19	103	107	561	617
Spiro.....	1,075.00	50.00	1,125.00	900.00	90	97	9	10			99	107
Sulphur.....	950.00		950.00	650.00	70	68	6	3			76	71
Tulsa.....	3,060.00	1,250.00	4,310.00	6,000.00	226	215	19	16	17	18	262	249
Vinita.....				10,000.00	127	125	96	125	57	83	280	339
Wagoner.....	4,080.00	1,869.72	5,949.72	25,000.00	337	305			50	70	387	375
Weleetka.....	475.00	80.00	555.00	1,300.00	76	82					76	82
Wetumka.....	555.00	284.09	839.09	1,800.00	140	121		1			140	122
Wister.....	200.00	15.00	215.00		30	27					30	27
Total.....	53,621.00	15,085.85	68,706.85	109,900.00	4,345	4,498	343	421	498	575	5,186	5,494

Denominational schools, Indian Territory.

Name of school.	Location.	President or principal.	By whom established.	When established.	Receipts.				Expenditures.		
					Church.	Tuition.	Other sources.	Total.	Teachers' salaries.	Other expenses.	Total.
Calvin Institute	Durant	Ebenezer Hotchkin ..	Presb. Church .....	.....		\$3,000.00		\$3,000.00	\$3,550.00	\$150.00	\$3,700.00
Chelsea Academy	Chelsea	G. A. Bearden	C. P. Church .....	.....		2,650.00	\$275.00	2,925.00	2,600.00	200.00	2,800.00
Cherokee Academy	Tablequah	Walter J. Pack	Baptist Home Mission Society.	1886		638.85	1,409.15	2,048.00	2,100.00	1,809.25	3,909.25
Dwight Mission	Marble	F. L. Schaub	Presb. Church	1835	\$2,199.00	101.00		2,300.00	2,000.00	300.00	2,300.00
Friends'	Hillside	Eva Watson	Orthodox Friends ..	1886	600.00	160.00	1,395.85	2,155.85	720.00	2,155.00	2,875.00
Hargrove College	Ardmore	Thos. G. Whiffen	M. E. Church	1895				3,500.00	3,000.00	6,500.00	
Henry Kendall College ..	Muskogee	A. G. Evans	Presbyterian Board Home Missions.	1894	8,500.00	5,450.00		13,950.00	6,300.00	7,650.00	13,950.00
Indianola College	Wynnewood	Chas. H. McCord	C. P. Church .....	.....		600.00	2,316.00	2,916.00	2,885.00	500.00	3,385.00
Indian University	Bacone	John H. Scott	Baptist Church .....	.....	6,000.00	450.00	400.00	6,850.00	6,000.00	9,000.00	15,000.00
Lutheran Mission	Oaks	N. L. Nielsen	Lutheran Church .....	.....	255.00			255.00	255.00		255.00
Nazareth Institute	Muskogee	Jos. Van Hulse	R. C. Church	1891							
Sacred Heart Institute ..	Vinita	Chas. Van Hulse	do .....	.....						
Shady Point Mission	Shadypoint	Mrs. C. V. Lindsay	Presb. Church .....	.....	135.00	250.00	30.00	415.00	420.00	60.00	480.00
Spaulding Institute	Muskogee	Theo. F. Brewer	M. E. Church South ..	1881							
St. Agnes Academy	Antlers	Sister M. Antoinette ..	R. C. Church	1897		143.75	130.10	273.85			
St. Elizabeth's	Purcell	Sister Mary Patricia ..	do .....	.....	5,000.00		2,000.00	7,000.00			
Tablequah Institute	Tablequah	Miss G. M. Sammons ..	Presb. Church	1888		1,533.16	951.00	2,484.16	3,150.00		3,150.00
Willie Halsell College ..	Vinita	C. L. Browning	M. E. Church South ..	1886		500.00		4,824.00	3,024.00	1,800.00	4,824.00
Total					23,189.00	19,300.76	8,907.10	51,396.86	36,504.00	26,624.25	63,128.25

Name of school.	Teachers.		Number months school.	Value of buildings and grounds.	Enrollment.						Average attendance.					
	M.	F.			Whites.		Indians.		Total.		Whites.		Indians.		Total.	
					M.	F.	M.	F.	M.	F.	M.	F.	M.	F.	M.	F.
Calvin Institute	4	3	9	\$25,000	70	76	81	76	151	152	38	42	46	43	84	85
Chelsea Academy	1	4	10	5,000	67	55	24	25	91	80						
Cherokee Academy	2	3	9	10,000	60	63	51	31	111	94					54	47
Dwight Mission	1	3	8½	10,000	24	16	33	14	57	30	10	5	20	5	30	10
Friends'		4	9	6,000	36	30	25	31	61	61	13	10	14	17	27	27
Hargrove College	5	5	10	30,000					104	116						
Henry Kendall College ..			9	60,000	76	53	28	31	104	84						
Indianola College	3	3	9	2,000	150	151	5	3	155	154						
Indian University	3	8	9	50,000	58	52	27	23	85	75					55	55
Lutheran Mission		1	8½	200	20	21	15	14	35	35	15	16	12	10	27	26
Nazareth Institute		4	9	7,000	66	77	19	21	85	98					60	65
Sacred Heart Institute ..	2	3	9		23	29	16	28	39	57	20	24	12	22	32	46
Shady Point Mission	2	2	9	400	57	54	3		60	54	43	45			43	45
Spaulding Institute	4	9	9	60,000	94	92	64	67	158	159						
St. Agnes Academy		2	9	2,500	24	21	10	15	34	36						
St. Elizabeth's		5	10	20,000		6		64	70							
Tablequah Institute		6	9	9,000	66	37	63	71	129	108	25	35	49	58	74	93
Willie Halsell College ..	3	2	9	50,000	44	47	38	43	82	90	28	29	22	21	50	50
Total	26	67		347,100	935	880	502	557	1,541	1,553						

Private schools, Indian Territory.

Name of school.	Location.	President or principal.	Receipts.			Expenditures.			Teach-ers.		Num-ber of months school.	Value of buildings and grounds.	Enrollment.					
			Tuition.	Other sources.	Total.	Teachers' salaries.	Other expenses.	Total.	M.	F.			Whites.		Indians.		Total.	
													M.	F.	M.	F.	M.	F.
El Meta Bond College.	Minco	Meta Chestnutt	\$2,174.05	\$3,798.40	\$5,972.45	\$1,844.00	\$4,212.68	\$6,056.68	2	3	9	\$10,000	84	102	6	4	90	106
Scarborough Institute.	Ada	James J. Scarborough.	585.00	3,463.00	4,048.00	2,620.00	1,428.00	4,048.00	3	6	9	5,500	248	258	5	9	253	267
Chouteau Academy	Chouteau.....	P. O. McEntire	752.50	.....	752.50	712.50	40.00	752.50	1	1	9	2,000	29	34	16	23	45	57
Howe Company ..	Howe.....	W. B. Emery	10.00	830.00	840.00	830.00	10.00	840.00	1	1	9	.....	68	69	.....	.....	68	69
Kelso.....	Kelso.....	Florence Criswell	45.00	31.00	76.00	76.00	.....	76.00	.....	1	3	400	13	10	6	2	19	12
Cotton Valley	Cotton Valley.	Pauline Carselowey	175.00	.....	175.00	125.00	50.00	175.00	.....	1	5	300	7	6	11	7	18	13
Watova.....	Watova.....	John W. Coon	285.00	15.00	300.00	300.00	.....	300.00	1	.....	6	500	26	20	7	6	33	26
Ramona.....	Ramona.....	J. A. Griffiths	107.70	632.15	739.85	450.00	428.89	878.89	1	1	6	1,000	56	50	10	11	66	61
Centralia.....	Centralia.....	J. R. Steele	90.00	400.00	490.00	585.00	40.00	625.00	1	2	8	500	87	90	.....	.....	87	90
Ketchum.....	Alluwe.....	William Kearns	100.00	.....	100.00	100.00	.....	100.00	1	.....	4	200	29	33	8	11	37	44
Shady Grove.....	Chelsea.....	Henrietta Bowlin	48.00	.....	48.00	48.00	.....	48.00	.....	1	4	150	.....	.....	.....	.....	11	13
Alderson.....	Alderson.....	Frances M. Lyle	54.00	846.00	900.00	900.00	.....	900.00	.....	2	9	.....	.....	.....	.....	.....	.....	.....
Pine.....	Pine.....	Sophia Aven	26.00	100.00	126.00	126.00	.....	126.00	.....	1	3	100	16	17	.....	3	16	20
Coalgate.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1	8½	.....	13	15	.....	.....	13	15
Slate Springs.....	Burney.....	Claude McDonald.....	240.00	.....	240.00	240.00	.....	240.00	1	.....	6	.....	28	19	.....	.....	28	19
Dow.....	Dow.....	J. Myrtle King .....	.....	1,532.10	1,532.10	990.00	120.00	1,110.00	1	1	9	1,300	62	77	.....	.....	62	77
Wann Ridge.....	Oologah.....	Leona Hall.....	55.00	.....	55.00	55.00	.....	55.00	.....	1	5	.....	4	5	1	4	5	9
Whitaker Orphan Home.	Pryor Creek	W. T. Whitaker.....	.....	843.98	843.98	100.00	1,351.87	1,451.87	1	.....	8	5,000	16	29	53	27	69	56
Total .....	.....	.....	4,747.25	12,491.63	17,238.88	10,101.50	7,681.44	17,782.94	14	23	.....	26,950	786	834	123	107	920	954

REPORT OF CREEK SCHOOL SUPERVISOR.

OFFICE OF SCHOOL SUPERVISOR FOR CREEK NATION,
Muskogee, Ind. T., August 1, 1903.

SIR: The fifth annual report of the supervisor of Creek schools is herewith presented.

Preceding reports have entered fully into the presentation and discussion of social and educational conditions existing among the Creek people. This year there are few changes to be noted.

In making reports there is always a tendency to explain that unfavorable conditions have prevented anticipated advances, and to express confident expectations of a better showing in the next report. For the past two years, respectively, I have reported our work as having been crippled by disease and drought. In the year just closed storm and flood made school work more difficult than in any year during the history of the schools. Continuous rains swelled the streams past fording, and made great bogs of all low-lying land, for many weeks at a time all travel being practically suspended and pupils being unable to reach the schoolhouses. The decreased attendance this year reported, instead of the anticipated increase, is not, therefore, an indication of retrogression, but the fact that this decrease is not greater shows marked progress. The greatest obstacle to successful school work I believe to be the lack of a general school system which shall care for the white population of this Territory. So long as the great mass of children in the country are practically without schools our efforts in Indian-school work will be largely nullified. The Indian child who loves the forest freedom so well can see no reason why he should be shut up in the schoolroom while the white renter child is not.

Not only the neighborhood but the boarding schools have suffered in attendance by reason of suspended travel. Many students who went home for the Christmas holiday were unable to return for several weeks. My own visitation of schools was greatly interfered with. Livery men absolutely refused to allow teams to attempt travel on the impassable roads.

The Coweta Boarding School suffered greatly from the long absence and subsequent resignation of Superintendent Checote who, having taken his family for a visit just before the holidays, was unable to return because of serious illness. This also necessitated the absence of Mrs. Checote, the matron for the girls, and although the superintendent appointed in his place used every effort to regain the ground thus lost, the results were not what we would have liked.

Educated, competent Indians now find so many opportunities for more lucrative employment that they no longer desire appointments as superintendents. Henry M. Harjo, who had done some good work at Wealaka, resigned to go into private business. Mr. Johnson E. Tiger felt impelled by stress of personal affairs to relinquish charge of the Creek Orphan Home. His work showed unusual ability and tact, and was characterized by energy, conscientiousness, and faithfulness. He had won the love of the orphan children, to whom he stood in so nearly a paternal relation, and it was with great regret that his resignation was accepted. At Wealaka and at the Orphan Home the principal teachers were appointed to be superintendents, thus making little change in the management of the schools.

The past year a new system of paying the teachers of Indian neighborhood schools was inaugurated. Teachers were appointed at a uniform salary of \$25 a month, with the requirement of an average of 10 pupils, and were allowed an additional \$2 a month for each additional pupil added to the average. This plan has worked quite successfully. The colored teachers have been paid as heretofore. It is not difficult to keep up large averages in the colored schools. Colored settlements are much more compact, and they have larger families of children. It is far easier to secure a good grade of teachers for the colored than for the Indian schools, for the reason that so few occupations are open to educated colored persons, and there is a very prevalent impression throughout many parts of the South that in Indian Territory a sort of Promised Land of social equality exists for the negro. This brings hosts of negroes here, and although these "States people" are not provided for in our school system, their presence has not so harmful an effect on our Creek negro population as that of the renter whites on the Indians, for the reason that the tendency of the negro is to crowd into the towns and villages.

Each year the establishment of public schools in the towns, which are supported by municipal taxation, and to which Indians are admitted, causes us to drop our schools at such places.

At the annual session of the Creek council the sum of \$76,468.40, being the interest available annually from the funds set apart under treaty for school purposes, was

appropriated in the usual manner, the 10 boarding schools requiring \$63,000 and the balance, \$13,148.40, being set aside for neighborhood schools. Under the treaty no more than this annual interest may be used for school purposes. The council, however, made an appropriation of \$600 for clothing for the children of the Creek Orphan Home, and of \$300 for those in the Colored Orphan Home. Not coming under the strict construction of educational work, but as caring for the property of the Creek Nation, appropriations of \$300 for repairs at each of the 10 boarding schools were also made.

We have reason to anticipate more favorable conditions in the two orphan schools now that the law is taking up the matter of property rights of orphans and is bringing guardians to an accountability. Some very distressing cases of injustice to orphans have come under our observation within the past year. One was that of a girl in her teens who had been for years a sort of servant in the family of her guardian, a wealthy Indian quite able to hire help. She was doing well in school, but was forced by her guardian to leave school and go back to do the housework of his family. As the girl has sufficient property to support her, this depriving her of an education is doubly cruel. Cases have come under my personal observation where orphans with inherited property have had this property used to educate the children of unjust guardians, while they were kept out of school to work in the families of the guardians.

The customary summer normals were held at Eufaula and Muskogee. Each year sees an improvement in the class of teachers who attend these normals, and also in the quality of work done by them in preparation for teaching. Your plan inaugurated last year, of practical lectures on pedagogical topics, was carried out with excellent success this summer. The attendance at the two normals was about the same as last year, but the percentage of those who passed the examinations successfully was greater. In these normals I had the constant and hearty cooperation of the Creek superintendent, and your own presence when you found it possible to be with us was most helpful in practical instruction and suggestion. Appointments for the coming year were made almost exclusively upon the records of these two normals, the most desirable positions being given to those whose standing was best. The understanding on the part of teachers that promotion may be won by good faithful work, and that the desired boarding-school appointments may be the reward of exceptionally good work in the neighborhood schools, has had a stimulating effect upon the teachers. The pressure to secure school appointments through "influence" brought to bear upon the supervisor has almost entirely ceased since it was found that the merit system of civil-service principles was insisted upon.

There has probably never been an Indian school official better qualified for the position held than is the present Creek school superintendent, Cheesie McIntosh, who was elected to succeed James R. Gregory, whose term expired in December last. Mr. McIntosh having married in Tennessee, for many years made his home in that State, and was almost continuously engaged in educational work as teacher, school director, and county superintendent. He is a regularly licensed lawyer, with a large practice before the courts, but his private interests are not allowed to interfere with his official duties. Our joint work has been without any friction and I have found him fair and impartial in his official capacity.

Statistics of the schools supported by Creek national funds are appended.

Again thanking you for the courtesies of the past year, and with a due appreciation of the great relief from responsibility which comes from the fact that my office is so near to yours that I am able to appeal to you constantly for that direction and supervision which is directed by the rules and regulations of the Interior Department for the management of Creek schools, I respectfully submit this report.

ALICE M. ROBERTSON,
Supervisor of Schools, Creek Nation.

HON. JOHN D. BENEDICT,
Superintendent of Schools in Indian Territory.

School statistics, Creek Nation.

EUFAULA HIGH SCHOOL.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
William H. Lester	Superintendent	White	66	\$50.00	\$600.00	12
Bruce McKinley	Principal teacher .....	.....do	23	60.00	510.00	8½
Ollie Bolen	Assistant teacher .....	.....do	19	45.00	382.50	8½
Stella Blake .....	.....do .....	.....do	23	45.00	382.50	8½
Celia Lester	Matron .....	.....do	56	30.00	300.00	10
Kittie L. McKinley .....	.....do .....	.....do	21	35.00	297.50	8½
Sarah Foster	Cook	Negro	31	30.00	300.00	10

Number enrolled:	
Males	42
Females	54
Total	96
Average attendance	55
Salaries paid	\$2,772.50
Other expenses	5,207.23
Annual cost per pupil	145.08
Cost per pupil per month	17.06

WETUMKA.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
James P. Atkins	Superintendent	White	28	\$50.00	\$600.00	12
C. G. Goodwin	Principal teacher .....	.....do	26	55.00	467.50	8½
Anna Belle Wright	Assistant teacher .....	.....do	29	45.00	382.50	8½
Gladys F. Bridges .....	.....do .....	.....do	22	45.00	382.50	8½
Lotta Whiteside .....	.....do .....	.....do	19	40.00	20.00	½
Pearl Pearson .....	.....do .....	.....do	25	40.00	320.00	8
Belle M. Atkins	Matron	Indian	22	30.00	260.00	8½
Alice H. Palmer .....	.....do	White	28	30.00	260.00	8½
Margaret Atkins .....	.....do .....	.....do	21	20.00	112.00	5½
Jennie Phillips	Cook .....	.....do	30	30.00	255.00	8½

Number enrolled:	
Males	99
Females	86
Total	185
Average attendance	70
Salaries paid	\$3,059.50
Other expenses	6,137.80
Annual cost per pupil	131.37
Cost per pupil per month	15.40

EUCHEE.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
T. Allen Prouse	Superintendent	White	28	\$41.66	\$500.00	12
J. M. Riley	Principal teacher	Indian	23	50.00	190.00	3½
John F. Lawwill .....	.....do	White	27	50.00	250.00	5
Helen Phipps	Assistant teacher .....	.....do	19	45.00	380.00	8½
Annie James .....	.....do .....	.....do	29	40.00	340.00	8½
Lulu S. Prouse	Matron .....	.....do	27	25.00	250.00	10
Tookah S. Ross .....	.....do	Indian	27	25.00	225.00	9

Number enrolled:	
Males	61
Females	52
Total	113
Average attendance	62
Salaries paid	\$2,135.00
Other expenses	5,130.73
Annual cost per pupil	117.18
Cost per pupil per month	13.70

School statistics, Creek Nation—Continued.

CREEK ORPHAN HOME.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Johnson E. Tiger.....	Superintendent.....	Indian...	27	\$50.00	\$350.00	7
T. W. Kennedy.....	do.....	White	25	50.00	250.00	5
Do.....	Principal teacher.....	do	25	50.00	200.00	4½
James C. Pinson.....	do.....	do	24	50.00	200.00	4
Mabel Hall.....	Assistant teacher.....	do	29	45.00	382.50	8½
Lena B. Tiger.....	Matron.....	Indian	28	30.00	210.00	7
Mrs. T. W. Kennedy.....	do.....	White	21	30.00	150.00	5
Kate Wilson.....	do.....	do	25	30.00	240.00	8
Mollie Jefferson.....	Seamstress.....	do	33	30.00	255.00	8

Enrollment:

Male.....	34
Female.....	32
Total.....	66
Average attendance.....	57

Salaries paid.....	\$2,237.50
Other expenses.....	4,542.07
Annual cost per pupil.....	118.94
Cost per pupil per month.....	13.90

WEALAKA.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Henry M. Harjo.....	Superintendent.....	Indian...	36	\$41.66	\$375.00	8
Edward Swengel.....	do.....	White	30	41.66	124.98	4
Do.....	Principal teacher.....	do	30	50.00	290.00	5½
Jonas Cook.....	do.....	do	40	50.00	135.00	2½
Coral Lee Wright.....	Assistant teacher.....	do	23	40.00	340.00	8½
Katie M. Harjo.....	Matron.....	Indian	26	25.00	175.00	7
Lula M. Swengel.....	do.....	White	24	25.00	212.50	8½
Mrs. Jonas Cook.....	do.....	do	35	25.00	70.00	2½

Number enrolled:

Males.....	28
Females.....	33
Total.....	61
Average attendance.....	44½

Salaries paid.....	\$1,722.50
Other expenses.....	2,352.96
Annual cost per pupil.....	102.81
Cost per pupil per month.....	12.09

NUYAKA.

Number enrolled:

Males.....	45
Females.....	48
Total.....	93
Average attendance.....	79½

Cost to Creek Nation:

Annually.....	\$5,600.00
Annually per pupil.....	70.62
Per pupil per month.....	7.84

Employees are appointed and paid by the Presbyterian Board of Home Missions.

School statistics, Creek Nation—Continued.

COWETA.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Samuel J. Checote	Superintendent	Indian ...	36	\$41.66	\$292.00	7
George A. Trotter	do	White	25	41.66	208.00	5
John R. Price	Principal teacher	do	25	50.00	425.00	8½
Sallie Maxey	Assistant teacher	do	22	40.00	340.00	8½
Annie Checote	Matron	Indian	31	25.00	87.50	3¼
Amanda Davis	do	White	31	25.00	200.00	8
Callie Smith	do	do	25	25.00	50.00	2
Ella Chenewee	do	Indian	27	25.00	67.50	2½
Fannie Haynie	Cook	White	36	20.00	180.00	9
Alma W. Allen	Laundress	do	41	20.00	170.00	8½

Number enrolled:	
Males	37
Females	34
Total	71
Average attendance	34
Salaries paid	\$2,020.00
Other expenses	2,645.61
Annual cost per pupil	137.22
Cost per pupil per month	16.10

TULLAHASSEE (COLORED).

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Philip A. Lewis	Superintendent	Negro	36	\$50.00	\$600.00	12
T. J. Elliott	Principal teacher	do	26	60.00	510.00	8½
S. W. Fourd	Assistant teacher	do	24	45.00	382.50	8½
Hattie Davidson	do	do	40	40.00	340.00	8½
Maud V. Jones	do	do	23	40.00	340.00	8½
Elzora F. Lewis	Matron	do	31	25.00	225.00	9
Mrs. T. J. Elliott	do	do	24	25.00	212.50	8½
Cynthia Tolliver	Cook	do	41	25.00	212.50	8½

Number enrolled:	
Males	57
Females	73
Total	130
Average attendance	89
Salaries paid	\$2,822.50
Other expenses	5,476.28
Annual cost per pupil	93.24
Cost per pupil per month	10.97

PECAN CREEK (COLORED).

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Jas. P. Davidson	Superintendent	Negro	51	\$41.66	\$500.00	12
J. D. Knox	Principal teacher	do	41	50.00	425.00	8½
Maud L. Crow	Assistant teacher	do	27	40.00	340.00	8½
Sarah Davidson	Matron	do	50	30.00	270.00	9
Emma Island	Cook	do	36	20.00	180.00	9

Number enrolled:	
Males	26
Females	32
Total	58
Average attendance	42
Salaries paid	\$1,715.00
Other expenses	2,198.92
Annual cost per pupil	93.18
Cost per pupil per month	10.95

REPORT OF THE SECRETARY OF THE INTERIOR.

School statistics, Creek Nation—Continued.

COLORED ORPHAN HOME.

Name of employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Alexander H. Mike.....	Superintendent.....	Negro.....	25	\$41.66	\$458.30	11
Minnie M. Anderson.....	Teacher.....	do.....	25	40.00	340.00	8½
Celia S. Mike.....	Matron.....	do.....	29	25.00	225.00	9

Number enrolled:

Males.....	18
Females.....	28

Total.....

46

Average attendance.....

30

Salaries paid.....

\$1,085.00

Other expenses.....

1,912.89

Annual cost per pupil.....

99.93

Cost per pupil per month.....

11.70

Day schools.

Teacher.	School.	Post-office address.	Race.	Age.	Monthly salary.	Amount received.	Days taught.	Enrollment.				Days at- tendance, Indians.
								Indians		Whites.		
								M.	F.	M.	F.	
Addie Crain	Alabama	Weleetka	White	20	\$25.00	\$87.50	68	7	1	25	19	200
V. E. Hill	Arbeka	Fame	do	24	25.00	381.50	176	14	23	8	9	4,033
W. V. Buckner	Artussee	Eufaula	do	23	25.00	163.00	85	14	23			1,589
Mabel Thomas	Blue Mound	Wagoner	do	18	25.00	75.00	58	6	2	8	8	460
J. C. Miller	Bonds	Checotah	do	26	25.00	13.00	12	6	5			120
W. H. Hawkins	Carrs Creek	do	do	35	25.00	87.75	69	18	11			741
H. H. Boulton	do	do	do	24	25.00	172.60	105	16	10			1,570
Nevermore Trainor	Checotah	do	Indian	18	25.00	342.00	168	19	13			3,500
Julius C. Thierry	Fish Pond	Bearden	White	25	25.00	316.50	177	11	14			2,846
E. L. Lacy	Gentrys	Checotah	do	22	25.00	76.50	110	8	4			732
Paradine Dorsey	Hitchita No. 1	Hitchita	do	38	25.00	308.25	177	12	15	7	9	2,133
M. J. Berryhill	Hitchita No. 2	do	Indian	36	25.00	316.50	178	14	9	6	5	2,879
Lillora Morton	Honey Creek	Okmulgee	do	26	25.00	125.00	102	8	7	9	9	970
Leila Wright	Limestone	Sapulpa	do	19	25.00	212.50	176	12	3	8	8	1,639
Elmer Finley	Okfuskee	Eufaula	White	23	25.00	257.25	132	14	13	5	5	2,329
Ethel Hubbard	Okmulgee	Okmulgee	do	21	25.00	260.50	176	14	13			2,222
Clara Reinhardt	Pecan Grove	Holdenville	do	26	25.00	268.50	178	9	15	12	7	2,390
Cornelia Ratcliff	Red Fork	Red Fork	do	35	25.00	291.50	177	12	12	22	24	2,588
Ethel Fair	Stone Bluff	Stone Bluff	do	20	25.00	237.50	177	12	4	8	2	2,065
Charles Agee	Thlewathley No. 1	Spokegoe	Indian	34	25.00	328.85	177	15	13			3,103
Alice M. Barnett	Thlewathley No. 2	Wetumka	do	21	25.00	32.50	28	8	4			180
Alice M. Barnett	Thiophlokko	do	do	21	25.00	75.00	61	6	5			427
Ella Monahwee	Tiger Creek	Holdenville	do	18	25.00	70.85	60	7	3	8	4	340
Leah J. Goat	do	do	do	25	25.00	54.00	42	6	10			510
Annie M. Wright	Tuckabatchee	Weleetka	White	25	25.00	273.50	165	22	12	3	4	2,293
Alfred F. Goat	Tulmuchssee	Calvin	Indian	25	25.00	229.50	160	9	12			1,760
Hattie G. Lay	Tuskegee	Eufaula	White	27	25.00	261.50	178	12	11	8	16	2,267
Cinnie B. Weirick	Twin Mounds	Mounds	do	25	25.00	351.50	176	14	16	16	12	3,250
Pearl M. Baker	Mounds	do	do	21	25.00	212.25	160	10	13			3,200
L. A. Benton	Weogufkey	Hasson	Indian	39	25.00	354.20	178	13	14			3,361
Ella Monahwee	Wewoka	Wewoka	do	18	25.00	60.50	50	9	7	5	10	435

Enrollment	680
Average attendance	325
Months of school	8½
Paid for teachers' salaries	\$6,298.35
Average cost of tuition per pupil	\$19.38
Average cost of tuition per pupil per month	\$2.28

Day schools (colored).

Teacher.	School.	Post-office address.	Race.	Age.	Monthly salary.	Amount received.	Days taught.	Enrollment.				Days attendance, citizens.
								Citi- zens.		Non- citizens.		
								M.	F.	M.	F.	
E. N. J. Sims	Ash Creek	Sawokla	Negro	43	\$30.00	\$255.00	162	8	17	4	7	2,401
Lucy E. Bailey	Black Jack	Twine	do	23	30.00	255.00	178	19	19	27	7	4,845
Viola Matthews	Blue Creek	Clarksville	do	28	35.00	297.50	173	23	22	3	4	5,155
Maria Pickens	Brush Hill	Brushhill	do	19	25.00	212.50	173	14	7			2,436
Richard Wood	Cane Creek	Lee	do	51	35.00	297.50	175	12	28			3,398
Julia E. Brown	Cherryville	do	do	30	25.00	97.50	69	8	13	3	2	565
John H. Parker	do	do	do	26	30.00	117.00	80	10	10	4	5	1,128
W. A. Randall	Chicken Creek	Robbins	do	30	25.00	70.50	59	14	9	4	6	873
Rumelia A. Kinchin	Coal Creek	Ridge	do	21	30.00	255.00	178	15	12	3	1	2,811
Sadie Redmond	Coon Creek	Eufaula	do	26	30.00	249.00	170	20	22	5	5	2,600
W. Craig	Little River	Holdenville	do	30	35.00	96.00	57	22	15			1,736
Ellen M. Rentie	do	do	do	25	35.00	60.00	39	20	22			1,360
Jennie Taliaferro	Marshalltown	Wybark	do	21	30.00	228.00	154	27	22	2	4	3,398
Wm. Armstrong	Mount Zion	Stone Bluff	do	40	25.00	200.00	165	25	13	5	4	3,152
Mayme Nevins	New Hope	Oktaha	do	20	25.00	212.50	176	17	17	1	3	2,553
Helen H. Pope	New Paradise	Checotah	do	20	25.00	212.50	172	12	18			2,698
W. C. Anderson	Old Agency	Muscogee	do	27	35.00	87.50	52	29	37	1	1	2,633
E. E. Sims	do	do	do	50	35.00	210.00	124	27	28	2	1	4,514
J. H. Parker	Salt Creek	Beggs	do	26	30.00	105.00	73	17	77	1	1	803
Lula Douglas	do	do	do	20	30.00	106.45	74	27	14			1,432
S. E. Marchant	Sodom	Tulahassee	do	27	35.00	297.50	178	25	21			5,258
Carrie A. Hunter	Spring Hill	Catoosa	do	25	30.00	240.00	166	16	12			2,720
Pearson S. Bryant	Spring Valley	Gatesville	do	38	30.00	250.00	178	20	23	13	7	3,907
Laura E. James	Sugar Creek	Twine	do	29	30.00	195.00	135	12	10			2,091
W. G. McGowen	Wild Cat	Grayson	do	27	30.00	255.00	178	26	26	24	26	5,603
J. B. McCulloh	Willow Springs	Turner	do	45	35.00	111.00	63	14	14	3	1	1,153
Cora Lee Welch	do	do	do	22	35.00	99.00	60	17	14	4	2	1,467

Enrollment	680
Average attendance	462
Months of school	84
Paid for teachers' salaries	\$5,071.95
Average cost of tuition per pupil	\$10.98
Average cost of tuition per pupil per month	\$1.29

REPORT OF CHEROKEE SCHOOL SUPERVISOR.

OFFICE OF CHEROKEE SCHOOL SUPERVISOR,
Tahlequah, Ind. T., July 15, 1903.

SIR: I have the honor to submit my fifth annual report as supervisor of schools for the Cherokee Nation:

Educational gains have been made over all previous years. The general health has been excellent, especially in our boarding schools. Crops have been good, the people prosperous and busy. Cotton picking interfered very much with the attendance of pupils in the fall session of school. Unusually high streams and rivers, with bad roads, demoralized many schools for weeks. There are no bridges in this country on usual roads.

The general interest in education and the zeal of our teachers exceed that of previous years. The land office of the Dawes Commission for allotting to Cherokees was opened in Vinita the 1st of January and moved to Tahlequah the 1st of May. The result is thousands of Cherokees are moving from the old thickly settled counties east of Grand River to the west and northwest part of the nation. As the new settlements thicken we provide them with schools. We have added 25 teachers west of the river; we have also used our utmost endeavors to strengthen and increase the efficiency of the full-blood schools.

I have worked in unison with the Cherokee National School Board in the administration of all school matters. We have arranged for one of the board to act as secretary and remain mostly in the office and to have a special care of the high schools. One of the others meets us the 1st of each month to settle high school accounts and to transact executive business, and the remainder of the time they visit schools. I divide my time between office work, school visitation, and administrative affairs. The members of the board at present are D. E. Ward, president; A. S. Wyly, secretary, and S. F. Parks, treasurer.

We have just appointed 160 teachers to our primary schools for the fall term and organized the high schools.

SUPERVISION.

The work of supervision is not simply the examination of teachers, the adoption of schoolbooks, collection of statistics, making of addresses, and conferring with school boards; it is this and much more that calls for exhaustive industry, tact, and perseverance.

New schools are to be established, old ones that fail in proper attendance discontinued, all neighborhood directors appointed and encouraged in the discharge of their unremunerative duties, schoolhouses inspected, books for all pupils bought and distributed to schools; teachers called together for a month of normal training, examined as to qualifications, licensed, appointed to schools, paid, and schools scattered over an area of more than 200 townships visited despite sometimes impassable streams and enormously bad roads; conditions of each teacher, school, and neighborhood studied, and knowledge so gained used to promote educational results; office records kept, much correspondence conducted, and scores of questions growing out of changing conditions promptly answered.

Not only are present changing conditions to be understood and met so as to steadily improve the schools, but wisdom would suggest some adjustment in the training and guidance of educational forces that will leave best working conditions for a new order of things when in the near future schools are provided for all of the children. Cherokee children should then gain something. Others outside of towns have all to gain that a free school system means; none should be losers.

HISTORICAL.

The Cherokee people came from Georgia and adjoining States and settled on lands here patented to them previous to 1840.

Before Texas and Kansas were States, and before adjoining States had their systems of schools, the Cherokees had adopted a constitution and republican form of government modeled after that of the States; all officials were made elective and none hereditary, polygamy was abolished, strict temperance laws were enacted, the Christian religion recognized, and American citizens and civilization were welcomed.

They were the first Indian tribe to have in operation a system of free public schools. The same were supported by a large per cent of the income of the nation, which was added to the income of a creditable interest-bearing fund held by the United States.

Commencing a full century ago with schools by missionaries, encouraged by a

national alphabet, printing press and newspaper owned by the nation, strengthened by a growing free school system, a strong educational sentiment had developed by the middle of the century.

A male and a female seminary had been established to carry on the work commenced in the day schools. At the beginning of the civil war the day schools and the seminaries were in splendid condition and were caring for the educational interests of the Cherokees as well as the surrounding States provided for their educational needs and most likely much better.

The war was a fearful scourge to the people, and their schools were crippled or closed. Once or twice since they have been in good condition. For the past four years the teachers have been required to attend a summer normal and to receive a month's training under competent instructors. The effect of this has been very marked, as shown in good educational results. The interest of the general public in schools has taken a practical turn. Many schoolhouses have been erected, better teachers are asked for, fuller and more regular attendance of pupils obtains, and the high schools are crowded to their capacity.

THE RACE PROBLEM.

The race problem in the Cherokee Nation is efficiently solved to the general satisfaction of the three races concerned and the intermediary mixed bloods. In the location of homes the full-blood Cherokees and negroes are mostly in settlements; the intermarried whites largely in towns and territory contiguous to each other. The Cherokee-speaking citizens much prefer to associate together. We have 30 schools attended by full-blood children and 17 by negro children. The negro schools are kept separate by law. The full-blood schools are not so by legal requirement, but as a corollary of their preference to live near each other. The Cherokees and negro do not intermarry or socially mingle. The Cherokees have been the allies and friends of the white man from the time of their first meeting in the East. The two seminaries and orphan asylum are attended by full bloods and mixed bloods only; the colored high school by negroes only. In the incorporated school districts with which we unite in joint graded schools whites and Cherokees attend in the various grades without friction.

Race prejudice and undue feeling on either side are being lost in fellowship and friendship cultivated in the class room and on the playground. Both sides are better satisfied in the combined schools than they were when they were kept separate. Full bloods seem to mingle as freely with white renters and their families of good character as they do with mixed bloods. Acquaintance, understanding, cooperation, and mutuality of interest leave us without a race problem.

Of the 38,500 citizens, the best statistical information gives about 8,500 full bloods, 3,200 intermarried whites, 22,800 mixed bloods, and 4,000 freedmen.

PRIMARY SCHOOLS.

The number of primary schools has been increased during the year from 140 to 150 and the length of the school year increased from seven to eight months, or an increase of school opportunity of over 21 per cent.

The schools have been placed in three classes and listed in these classes according to the number of pupils enrolled, coupled with the per cent of average attendance secured. This has given the neighborhoods an incentive to keep their children in school in order to secure good standing and as good a teacher as possible. The teachers are placed in three classes. Fifty of them are paid \$35, 50 of them \$40, and 50 of them \$45 per month. Heretofore each teacher was paid \$35 per month. The grade of each teacher depends upon attendance at our summer normal, grade of certificate, and success in teaching. Teachers in first class strive to maintain their place of honor and best pay; teachers in the two lower classes seek to gain a place in upper classes. Those who fail to make a good effort are displaced by new teachers. All teachers now have a practical and tangible object in view, which intensifies other incentives to do good work and to secure a large and regular attendance.

Another feature of our primary schools has come into prominence this year. It is the union of Cherokee schools with those in incorporated districts. Some of the towns have been eager to provide better educational facilities for their children, while others have been very slow. To begin with nothing and without opportunity to tax real estate and to proceed to secure lands, buildings, and furnishings for the accommodation of schools, and then employ and pay teachers and meet necessary incidental expenses of a good school has seemed a formidable undertaking. But Vinita began promptly under act of Congress approved June 28, 1898, and I encouraged them in every lawful and reasonable way. They secured good school property and

accommodations. It was at once discovered that a majority of school children in town were Cherokee citizens.

The matter was taken to council and authority was granted to employ a teacher to be paid from Cherokee funds for each 100 citizen pupils and fractional part thereof. Then the race question and Cherokee politics had to be fought out. It resulted that people thought more of their children than other matters concerned with the organization and control of schools. So after two years of experimenting they came to unanimously adopt a plan I outlined at the beginning, viz: That there should be one well-organized properly graded school, under one control and responsible to one authority. The people who pay the tax in the incorporated district should elect a school board. This board should elect the city school superintendent and all of the teachers. But this school board should select and nominate to the United States school supervisor and Cherokee national school board such teachers as they desire us to appoint under school law, these to be selected from teachers whom we examine and license. When appointed by us they are then elected by the city board and placed in the faculty as are other teachers, and there is no difference known between the Cherokee teachers or pupils and the whites. The results of this arrangement have been eminently satisfactory. When two schools were maintained the Cherokee pupils could attend either, and restless pupils passed as disturbers from one to the other seeking to avoid close study and discipline. The Cherokee schools could not be graded; race feeling was not only maintained, but cultivated by separate schools. When the schools were combined all pupils were treated alike and placed in their proper grades and were alike amenable to the rules and good order of the school. We discovered the Cherokee people were the gainers; attendance became more regular and advancement in studies more satisfactory. The towns also gained—a feeling of permanence followed. The pay of teachers furnished by us helped the towns to finance their school problem. Most of the towns now have school buildings and grounds of their own and without the issue of bonds.

For two years or more past we have had combined schools in Vinita and Vinita Colored, Nowata, Muldrow, Bluejacket, and Webbers Falls; then coming in the order named and consolidating during the past year we have joint schools at Afton, Bartlesville, Claremore, Fairland, Pryor Creek, Talala, and Sallisaw. This year like arrangements will be made at Adair, Collinsville, Lenapah, Welsh, Chelsea, Stilwell, Westville, and probably at Tahlequah, Fort Gibson, and Grove. This is a very encouraging feature of the educational work in the nation, partly because the Cherokee children attending get to a better school than we could otherwise provide, while a better school is furnished to whites than would be otherwise possible, and because the school becomes at once a permanent factor of any future educational system.

These town schools are as fully authorized, organized, and empowered to do educational work as if they were under a Territorial or State government, except limits on taxation and bonding. The school corporation can levy and collect taxes, buy, rent, or build, and furnish school property, employ teachers, and control and conduct a free public school. The people deserve much praise for the spirit and intelligence with which they are striving to meet their educational needs.

Not only are the children who live in towns thus reached, but many of those who live in the country get into these schools. We have enrolled in these combined schools 980 Cherokees, all of whom have the advantage of graded schools. We have decided to give to the conjoint schools that enroll 75 and maintain an average attendance of 60 Cherokee pupils an additional teacher. At present Pryor Creek and Fairland have each two, and Vinita, Claremore, and Nowata each three of our teachers.

HIGH SCHOOLS.

The high schools were established to meet the needs of four classes of young Cherokees: The male seminary for the higher education of young men, at which was enrolled last year 260 youth with an average attendance of 161, of whom 6 were graduated; the female seminary for young women, of whom 240 were enrolled with an average attendance of 175.1, of whom 16 were graduated; the orphan asylum for full orphans of both sexes, of whom 167 were enrolled with an average attendance of 125; the colored high school for young colored people of both sexes, of whom 56 were enrolled and an average maintained of 36. At these institutions 724 pupils were taught last year, 185 were in high-school work, 22 were graduated, and an average attendance maintained of 497.

A strong effort has been made at these institutions to develop character and manliness. Gambling and intoxication have been entirely eliminated, and one evidence of better conditions is the fact that 78 students at the male seminary and 30 at the orphan asylum acknowledge a change of heart and life and desire admission to fellowship in the churches. The Cherokees are a religious people and are gratified

that their children are safeguarded by instructors and employees who maintain a high moral purpose.

On the 1st of February we reorganized the orphan asylum and made it an industrial school. It adds something to the expense to maintain a literary and an industrial faculty, but there will be financial returns from sewing room, kitchen, garden, orchard, field, dairy, and stock. The clothing for the children is made at this school.

These orphans will soon have their allotments and need a training to enable them to make a living on lands of their own and also to get some idea of the value of land. The change inaugurated has proved quite acceptable to the people and to the children.

We are arranging to increase the industrial work at the other schools. The health at these institutions has been most excellent.

The aggregate collected for board from teachers and pupils was \$20,212.07.

Denominational schools.

Name of school.	Principal.	Denomination.	Post-office address.	Number of pupils.	
				Chero- kee.	Whites.
Tahlequah Institute....	Miss G. M. Sammons..	Presbyterian	Tahlequah ..	134	75
Dwight Mission Home..	Rev. F. L. Shaub	do	Sallisaw ..	47	40
Whittaker Orphan	Rev. W. T. Whittaker ..	M. E. Church	Pryorcreek ..	80	45
Sacred Heart Mission....	Rev. Chas. VanHulse ..	R. C. Church	Vinita	44	52
Lutheran Mission	Rev. N. L. Neilson	Lutheran	Oaks	29	41
Cherokee Academy	Rev. W. J. Pack	Baptist	Tahlequah ..	82	123
Skiatook Academy	Miss Eva Watson	Friends	Hillside	56	66
Willie Halsell College..	Rev. C. L. Browning ..	M. E. South	Vinita	81	91
Chelsea Academy	Rev. G. A. Beardon ...	Cumberland Pres- byterian.	Chelsea.....	65	60
Total number of students taught.	.....	.....	.....	618	593

Subscription schools.

Name of school.	Principal.	Number of pupils.	
		Chero- kee.	Whites.
Ketchum	Rev. William Kearns.....	19	62
Choteau	Rev. P. O. McEntire.....	39	63
Centralia	Rev. J. R. Steele .....	.....	170
Ramona	Rev. J. A. Griffiths	21	106
Watova	Rev. John Coon	13	46
Cotton Valley	Pauline Carselowe	18	13
Kelso	Florence Criswell	8	23
Wann Ridge	Leona Hall	5	9
Shady Grove	Henrietta Bowlin	a 24	.....
Total .....	.....	123	492

a Negro; not included in total.

There are of school age of—	
Cherokee children (about)	10,455
Freedmen children (about)	1,330
Total	11,785

There are enrolled in schools reported—	
Primary schools	5,505
High schools	724
Denominational schools	618
Subscription schools	147
Total	6,994

I have striven to increase the interest in education and the efficiency of teachers so as to not only do better work, but increase the average attendance of pupils. The following statement will show the enrollment and per cent of attendance of the day schools since I came:

Year.	Number of schools.	Enrollment.	Average attendance.	Per cent of enrollment.
1899	124	4,258	2,368	55
1900	124	4,868	2,754	56.5
1901	124	4,153	2,357	56.7
1902	140	4,639	2,728	58.8
1903	150	5,505	3,171	57.6

THE SUMMER NORMAL.

Our fourth summer school for teachers was held at Tahlequah, commencing June 15, in two sections; one at the female seminary, in which 184 were enrolled, the other, for negroes, in the capitol building, with an attendance of 26—an enrollment of 210 at both.

These were taught by experienced and faithful instructors. The interest, the spirit of study, the recitation work, the attention given to methods were commendable. A strong feature was the excellent handling of primary work and methods for conduct of ungraded schools.

The highly practical lectures of Professor Gillan aided to a better understanding of both theory and practice of good teaching.

Much interest was taken in the instruction given in basket making. Nearly all boarded at the seminary, and at intermissions teachers were everywhere seen with their raffia until each had completed a basket. More attention than usual was given to drills and mental arithmetic. The final examinations were unusually satisfactory, although a fair per cent of applicants failed.

Certificates were classed as A, B, and C. Experienced teachers who had received a high school education were applicants for a Class A. Those who speak both Cherokee and English were in Class C. We also offered certificates good for one, two, and three years. More than enough teachers received certificates to supply all of our schools.

Some of our teachers took work at the summer school of the University of Chicago. Six attended the National Educational Association meetings at Boston, Mass. A large number of our teachers are subscribers to educational journals. The disposition to improve, to follow teaching as a profession, to succeed in the work, to advance to best positions and salaries, is most gratifying.

FINANCIAL.

The Cherokee national council passed appropriation bills which were approved by the principal chief for the fiscal year 1903, as follows:

For the support and proper conduct of the insane asylum.....	\$3,661.28
For support of orphan asylum	18,000.00
For support of schools	112,388.50

Aggregate of funds carried in the three bills..... 134,044.78

All expenditure of these funds and all work accomplished in the use of same come under my oversight.

The council in passing these bills so worded the orphan asylum and education appropriations as to make them conflict with treaty promulgated August 12, 1902. The language of the bills not only entirely ignored the honorable Secretary of the Interior and his officers referred to in section 32 and regulations provided thereunder, but put the issuance of warrants and conduct of institutions entirely in the hands of Cherokee officials. These bills were vetoed by the President of the United States, and the schools have been continued under the provisions of section 36 and of section 24 of treaty specified for cases in which "the council fail or refuse to make the necessary appropriations."

I append tables showing instructors, attendance, and cost of each of the schools of the nation.

The Cherokee officials, the teachers, the public press, the pulpit, and people generally by their interest and cooperation have done their part in achieving the successful work of the year just closed.

I thank you for suggestions and support in carrying through the difficult and exhausting labors of the year.

Very respectfully,

BENJAMIN S. COPPOCK,
School Supervisor for the Cherokee Nation.

HON. JOHN D. BENEDICT,
Superintendent of Schools in Indian Territory.

MALE SEMINARY.

Employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
L. M. Logan	Principal teacher	White	50	\$100.00	\$900.00	9
R. L. Mitchell	First assistant teacher	Cherokee	29	75.00	675.00	9
R. R. Eubanks	Second assistant teacher	do	25	50.00	450.00	9
W. T. Scott	Third assistant teacher	do	22	50.00	450.00	9
R. Rachel Cox	Fourth assistant teacher	White	28	50.00	450.00	9
Mrs. L. M. Logan	Fifth assistant teacher	do	35	50.00	450.00	9
B. W. Alberty	Steward	Cherokee	45	41.66	500.00	12
Dr. C. M. Ross	Medical superintendent	do	30	38.75	465.00	12

Pupils enrolled	260
Average attendance	161
Total salaries paid	\$4,340.00
Total other expenses	\$15,400.00
Annual cost per pupil	\$122.61
Cost per pupil per month	\$13.80
Credit by amount collected for board	\$9,672.84

FEMALE SEMINARY.

Employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Etta J. Rider	Principal teacher	White	36	\$100.00	\$900.00	9
Lillian Alexander	First assistant teacher	Cherokee	23	75.00	675.00	9
Minta Foreman	Second assistant teacher	do	23	50.00	450.00	9
Flora Lindsey	Third assistant teacher	do	24	50.00	450.00	9
Eldee Starr	Fourth assistant teacher	do	21	50.00	450.00	9
Rosanna Harnage	Fifth assistant teacher	do	21	50.00	450.00	9
Josie Duncan	Matron	do	33	50.00	450.00	9
Minnie Bengé	do	do	22	50.00	450.00	9
E. W. Buffington	Steward	do	48	41.66	416.60	10
Thos. Carlile	do	do	35	41.66	83.32	2
Dr. C. M. Ross	Medical superintendent	do	30	38.75	465.00	12

Pupils enrolled	240
Average attendance	175.1
Total salaries paid	\$5,239.92
Total other expenses	\$19,578.50
Annual cost per pupil	\$141.81
Cost per pupil per month	\$15.75
Credit by amount collected for board	\$9,821.03

ORPHAN ASYLUM.

Employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
J. H. Dannenberg	Superintendent	Cherokee	58	\$50.00	\$350.00	7
E. C. Alberty	do	do	42	50.00	250.00	5
W. P. Thorne	Principal teacher	do	42	80.00	720.00	9
R. Bruce Garrett	First assistant teacher	do	25	60.00	540.00	9
S. W. Woodall	Second assistant teacher	do	30	45.00	405.00	9
Mrs. E. M. Thompson	Third assistant teacher	do	38	45.00	225.00	5
Mrs. W. P. Thorne	do	do	35	45.00	90.00	2
Alma C. Nash	do	do	24	45.00	90.00	2
Martha L. Morgan	Fourth assistant teacher	do	22	45.00	180.00	4
Ella Mae Covell	do	do	22	45.00	225.00	5
Cherrie Edmonson	Music teacher	do	24	50.00	450.00	9
Walter Smith	Medical superintendent	do	30	50.00	600.00	12
J. L. Brancher	Farmer	White	28	60.00	180.00	3

Pupils enrolled	167
Average attendance	125
Total salaries paid	\$4,125.00
Total other expenses	\$13,875.00
Annual cost per pupil	\$144.00
Cost per pupil per month	\$16.00
Credit by amount collected for board	\$367.92

COLORED HIGH SCHOOL.

Employee.	Position.	Race.	Age.	Salary per month.	Amount received.	Months employed.
Ned Mackey	Superintendent	Colored...	40	\$25. 00	\$75. 00	3
Nelson Lowery.....	.....do.....	.....do.....	45	25. 00	225. 00	9
H. H. Bryant.....	Principal teacher.....	.....do.....	30	50. 00	450. 00	9
Emma Winfield.....	Assistant teacher.....	.....do.....	26	35. 00	175. 00	5
Dr. C. M. Ross	Medical superintendent.....	Cherokee.	30	41. 66	500. 00	12

Pupils enrolled	56
Average attendance	36
Total salaries paid	\$1, 425. 00
Total other expenses.....	\$3, 530. 00
Annual cost per pupil	\$137. 64
Cost per pupil per month.....	\$15. 29
Credit by amount collected for board	\$350. 28

Statistics of attendance.

THE HIGH SCHOOLS.

	Male seminary.	Female seminary.	Orphan asylum.	Colored high school.	Total in schools.
High school department:					
Seniors	7	16			23
Juniors	13	18	2		33
Sophomores	13	24	8	7	52
Freshmen	25	25	16	11	77
Number in high school work	58	83	26	18	185
Intermediate grades:					
Seventh and eighth	65	37	20	16	138
Fifth and sixth	49	54	18	14	135
Number in intermediate work	114	91	38	30	273
Primary work:					
Fourth year	62	35	23	4	124
Third year	18	25	19	4	66
Second year	5	5	17		27
First year	3	2	44		49
Number in primary work	88	67	103	8	266
Number in each school	260	241	167	56	724

Day schools.
FALL TERM, 1902.

Teacher.	School.	Post-office address.	Race.	Age.	Salary.	Amount received.	Days taught.	Enrollment.			Attendance.	
								Males.	Females.	Total.	Average.	Days.
COO WEE SCOO WEE DISTRICT.												
Lizzie K. Athey	Vinita	Vinita	Cherokee	28	\$35.00	\$105.00	60	10	13	23	16	960
Dimmie Byrd	do	do	do	21	35.00	105.00	60	11	13	24	18	1,080
Annie E. Lyons	do	do	do	21	35.00	105.00	60	32	29	61	40	2,400
Maggie Parks	Chelsea	Chelsea	do	24	35.00	105.00	60	18	27	45	33	1,980
Nora Matheson	Catale	Catale	do	19	35.00	105.00	60	11	17	28	19	1,440
Mary Garrett	West Point	Woodley	do	20	35.00	105.00	60	10	10	20	16	960
Leola Justice	Oologah	Oologah	White	18	35.00	105.00	60	42	34	76	25	1,500
Josie Howard	Nowata	Nowata	Cherokee	19	35.00	105.00	60	50	52	102	86	5,160
Grace Phillips	do	do	do	20	35.00	105.00	60	50	52	102	86	5,160
J. Anna Duncan	Adair	Adair	do	32	35.00	105.00	60	21	22	43	30	1,800
Clara Tyler	Tovey	Centralia	do	18	35.00	105.00	60	11	11	22	18	1,080
Jennie F. Ross	Pawpaw	Estella	do	20	35.00	105.00	60	23	29	52	22	1,320
Cora Hicks	Claremore	Claremore	do	25	35.00	105.00	60	75	79	154	123	7,380
Kate McCarter	do	do	White	22	35.00	105.00	60	75	79	154	123	7,380
Jennie Ba'nes	Justice	do	Cherokee	25	35.00	105.00	60	23	12	35	21	1,260
Walter Fox	Susar Mound	Bartlesville	do	23	35.00	105.00	60	10	15	25	14	840
Sonora Grey	Payne	Foyil	White	23	35.00	105.00	60	17	18	35	23	1,317
Geo. W. Fields	Whiteoak	Whiteoak	Cherokee	22	35.00	105.00	60	20	23	43	25	1,500
K. Pearl Drew	Collinsville	Collin-ville	do	21	35.00	105.00	60	48	30	78	50	3,000
Golda Barker	Rodgers	Kinnison	do	19	35.00	105.00	60	24	17	41	20	1,200
Zella Linton	Talala	Talala	White	22	35.00	105.00	60	19	23	42	31	1,860
Lucida Ballard	Browning Springs	Pryorcreek	Cherokee	22	35.00	105.00	60	19	16	35	23	1,380
Jananna Ballard	Pryorcreek	do	do	25	35.00	105.00	60	35	50	85	62	3,720
W. H. Vann	Goose Neck	Lenapah	Colored	24	35.00	105.00	60	22	22	44	22	1,320
Corrinne Alberty	Hickory Creek	do	do	22	35.00	105.00	60	24	30	54	30	1,800
Abbie Warner	Lightning Creek	Hayden	do	22	35.00	105.00	60	25	27	52	38	2,280
Emma Winfield	Brushy Creek	Choteau	do	22	35.00	105.00	60	19	23	42	34	2,040
CANADIAN DISTRICT.												
Callie Sevier	Juliette	Webbers Falls	Cherokee	21	35.00	105.00	60	4	8	12	5	300
Mrs. Mae Shelton	Webbers Falls	do	do	33	35.00	105.00	60	12	24	36	20	1,200
Walter Smith	Union Chapel	Braggs	do	19	35.00	105.00	60	12	10	22	9	520
Julia Russell	Bushy Mountain	Muskogee	White	19	35.00	105.00	60	10	16	26	14	840
C. C. Brown	Texanna	Texanna	do	28	35.00	105.00	60	11	7	18	13	780
Mary Russell	Bennett	Bennett	do	27	35.00	105.00	60	22	18	40	16	920
Ollie Griffen	Starvilla	Starvilla	Cherokee	20	35.00	105.00	60	10	9	19	8	480
Kate Hubbard	Gerens	Webbers Falls	White	28	35.00	105.00	60	11	6	17	12	720
M. D. Harmon	Newhope	do	do	19	35.00	105.00	60	17	13	30	10	600
Gussie Sanders	Prairie Gap	Starvilla	Cherokee	22	35.00	105.00	60	13	8	21	14	840
Lula B. Smith	Briartown	Briartown	do	19	35.00	105.00	60	11	11	22	15	900
Lizzie V. Ross	Beck	Texanna	do	18	35.00	105.00	60	8	22	30	11	605
DELAWARE DISTRICT.												
John W. Chandler	Aurora	Fairland	Cherokee	40	35.00	105.00	60	8	8	16	10	600
Jay Washbourne	Delaware	Eucha	do	18	35.00	28.00	16	6	5	11	7	112
Levi Gritts	Mose Ridge	Tahlequah	do	24	35.00	52.50	30	17	12	29	20	600
Eugenia Eubanks	Grove	do	do	19	35.00	105.00	60	25	31	56	32	1,920
Sadie B. Sanders	Honey Creek	Marble	do	22	35.00	105.00	60	24	24	48	26	1,560
Mary Smith	Osequah	Peggs	do	20	35.00	78.75	45	6	10	16	8	360
Anna Parris	do	Tahlequah	do	25	35.00	26.25	15	11	13	24	18	270
do	do	do	do	25	35.00	77.00	44	19	11	30	15	660
Gean Finley	Bluejacket	do	do	28	35.00	105.00	60	14	27	41	30	1,800
John E. Butler	Eutopia	Big Cabin	do	34	35.00	105.00	60	17	15	32	20	1,200
Laura Patrick	Minnehaha	Braggs	do	22	35.00	105.00	60	11	13	24	12	720
Willie Trott	Afton	Afton	do	23	35.00	105.00	60	30	22	52	30	1,800
S. W. Peak	Pineville	Grove	do	25	35.00	105.00	60	11	14	25	20	1,200
Frank W. Cawood	Ketchum	Ketchum	do	21	35.00	105.00	60	15	17	32	18	1,080
Lola Ward	Olympus	Grove	do	19	35.00	105.00	60	23	17	40	26	1,560
Genobia Ward	Success	Afton	do	20	35.00	105.00	60	17	11	28	23	1,380
Maud Ward	Fairland	Fairland	do	20	35.00	105.00	60	24	36	60	48	2,880
Flossie Carselovey	Hickory Grove	do	do	20	35.00	105.00	60	17	14	36	21	1,260
B. F. Cleveland	McGee	Bluejacket	do	26	35.00	105.00	60	16	9	25	16	960
Lizzie Lynch	Mose Ridge	Rose	do	24	35.00	52.50	30	17	15	32	22	660
C. S. Monroe	Mitchell Springs	Maysville	do	21	35.00	105.00	60	12	12	24	14	840
Nora Victor	Victory	Afton	do	22	35.00	105.00	60	14	9	23	16	960
Evangeline Simms	Vinita (col.)	Vinita	Colored	21	35.00	105.00	60	48	50	98	64	3,840
Mrs. D. B. Blackwell	Moore	Chaffee	do	28	35.00	105.00	60	7	12	19	13	780
SALINE DISTRICT.												
Geo. Owen Grant	Wyckliff	Spavinaw	Cherokee	21	35.00	105.00	60	6	3	9	4	240
Florence Ross	Oceola	Locust Grove	do	21	35.00	105.00	60	11	8	19	13	780
Lucile Archer	Arcadia	Rose	do	20	35.00	105.00	60	10	9	19	12	624
Nora Bradley	Elm	do	White	20	35.00	105.00	60	22	15	37	11	660
Eli Toney	Saline	do	Cherokee	22	35.00	105.00	60	11	8	19	13	780
Allie Pack	Rowe	do	do	20	35.00	105.00	60	7	8	15	6	360
Bula Edmonson	Cedar Bluff	Locust Grove	do	19	35.00	105.00	60	10	5	15	7	420
Joseph West	Unity	Spavinaw	do	32	35.00	52.50	30	13	7	20	16	480
Lovie G. Davis	Lynchs Prairie	Vinita	Colored	22	35.00	105.00	60	26	19	45	20	1,200
TAHLEQUAH DISTRICT.												
Columbia Gourd	Swimmer	Moody	Cherokee	25	35.00	105.00	60	4	7	11	5	300
S. E. Robertson	Double Spring	Tahlequah	do	30	35.00	105.00	60	17	10	27	9	540
Arch Spears	Hart	do	do	26	35.00	105.00	60	3	7	10	7	420
J. F. Thompson	Crittenden	do	do	54	35.00	105.00	60	8	16	24	9	540
Byrdie Harris	Manard	Manard	do	22	35.00	105.00	60	7	11	18	13	780
Mineola Ward	North Tahlequah	Tahlequah	do	24	35.00	105.00	60	32	24	56	32	1,920

Day schools—Continued.

FALL TERM, 1902—Continued.

Teacher.	School.	Post-office address.	Race.	Age.	Salary.	Amount received.	Days taught.	Enrollment.			Attendance.	
								Males.	Females.	Total.	Average.	Days.
TAHLEQUAH DISTRICT—CON.												
J. H. Covell	Union	Tahlequah	Cherokee	45	\$35.00	\$161.25	35	8	12	20	8	280
Mark Bean	do	do	do	40	35.00	43.75	25	10	3	13	9	225
Susie Sevier	East Tahlequah	do	do	20	35.00	105.00	60	21	17	38	7	420
Minnie Parker	French	Wagoner	White	21	35.00	103.25	59	15	11	26	14	826
Mary Gulager	Eureka	Eureka	Cherokee	21	35.00	105.00	60	13	17	30	13	780
Ella Mae Covell	Park Hill	Tahlequah	do	21	35.00	105.00	60	10	12	22	11	660
J. L. Manus	Downing	Peggs	do	30	35.00	96.25	55	10	15	25	13	715
Mary T. Morris	Linder	Tahlequah	do	20	35.00	105.00	60	8	11	19	15	900
Fannie Sixkiller	Bald Hill	do	do	24	35.00	52.50	30	7	8	15	9	270
Emma Paden	do	do	do	23	35.00	47.25	27	11	6	17	7	189
Emma Linton	Blue Springs	Gideon	White	24	35.00	101.50	58	23	19	42	18	1,044
Fannie V. Ross	Caney	Wauhilla	Cherokee	24	35.00	87.50	50	6	6	12	5	250
Avery E. Vann	Flint Ridge	Tahlequah	Colored	22	35.00	105.00	60	17	15	32	14	840
Fannie Lowery	Tahlequah	do	do	40	35.00	105.00	60	16	18	34	24	1,440
W. H. Fields	Fourmile Branch	Fort Gibson	do	40	35.00	105.00	60	21	23	44	19	1,740
GOING SNAKE DISTRICT.												
Sallie Sheffield	Hern	Westville	White	28	35.00	91.00	52	20	23	43	22	1,144
Nora Holt	Beaver	do	do	24	35.00	105.00	60	16	20	36	26	1,560
Robert W. Fields	Baptist	do	Cherokee	22	35.00	105.00	60	26	19	45	26	1,560
Mary Wolfe	Peavine	Baron	do	24	35.00	105.00	60	17	21	38	15	900
Don Ghormly	Mulberry	Tahlequah	do	20	35.00	105.00	60	22	17	39	18	1,080
J. F. Bates	Oak Grove	Stillwell	White	70	35.00	105.00	60	7	12	19	10	600
Olevia Mitchell	Ballard Creek	Westville	Cherokee	24	35.00	105.00	60	18	14	32	19	1,140
Bettie Still	Green	do	do	24	35.00	105.00	60	16	16	32	11	660
Sadie Adair	Tom Devine	do	do	23	35.00	105.00	60	12	25	37	10	600
Daisy D. Starr	Fairfield	Stillwell	do	21	35.00	105.00	60	6	15	21	10	600
Inez Reese	Tyners Valley	Proctor	do	20	35.00	105.00	60	23	17	40	17	1,020
W. W. Whitmire	Kansas	Kansas	do	25	35.00	105.00	60	10	12	22	6	360
Inez Morrow	Stony Point	Stillwell	White	22	35.00	105.00	60	8	8	16	10	600
Eva McGreggor	Piney	Baron	do	20	35.00	105.00	60	9	8	17	6	360
James Ward	Taylor	Westville	Cherokee	26	35.00	105.00	60	14	15	29	8	480
Narcissa Taylor	Chewie	do	do	22	35.00	105.00	60	14	13	27	15	900
SEQUOYAH DISTRICT.												
Byrdie Faulkner	Akins	Hanson	Cherokee	19	35.00	105.00	60	12	16	28	15	900
Hattie Starr	Brushy	Salisaw	do	20	35.00	105.00	60	13	14	27	18	1,080
FLINT DISTRICT.												
Annie Sevier	Advance	Muldrow	do	20	35.00	105.00	60	4	8	12	10	600
Nannie Vickery	Bellefonte	do	do	21	35.00	87.50	50	6	9	15	12	600
Esther McCoy	Roastingear	do	do	20	35.00	105.00	60	4	13	17	8	480
S. T. McCormick	Hanson	Hanson	White	24	35.00	105.00	60	32	7	29	15	900
Lucy Starr	Muldrow	Muldrow	Cherokee	19	35.00	105.00	60	23	19	42	28	1,680
Vinnie R. Curtis	Salisaw	Salisaw	do	28	35.00	105.00	60	22	19	41	18	1,080
Nona Adair	Adair	do	do	23	35.00	105.00	60	12	8	20	12	720
Ella Lowery	Redland	Redland	Colored	19	35.00	35.00	60	19	18	37	29	580
FLINT DISTRICT.												
Della James	Stilwell	Stilwell	Cherokee	25	35.00	105.00	60	15	18	33	20	1,200
Nellie Silk	Clear Spring	do	do	20	35.00	105.00	60	12	14	26	13	780
Mary Rider	Bunch	Bunch	do	19	35.00	101.50	58	7	5	12	9	522
S. W. Ross	Rocky Mountain	Stilwell	do	22	35.00	105.00	60	7	12	19	5	300
Lizzie McLemore	Round Spring	do	do	28	35.00	105.00	60	11	12	23	17	1,020
Felix Holland	Rock Spring	do	do	24	35.00	105.00	60	15	10	25	16	960
Arthur Sanders	Chuculate	do	do	23	35.00	105.00	60	12	12	24	16	960
Nannie Watts	Cochran	do	do	24	35.00	105.00	60	11	11	22	10	600
Belle Cunningham	Horn	do	do	23	35.00	105.00	60	15	9	24	13	780
William Gott	Walnut Grove	do	do	48	35.00	105.00	60	13	9	22	15	900
Mary L. Davis	Bethel	do	do	22	35.00	105.00	60	13	17	30	17	1,020
Elba H. Gunter	Elm Grove	Evansville	do	23	35.00	105.00	60	8	15	23	12	720
ILLINOIS DISTRICT.												
Sarah McCoy	Young	McKey	Cherokee	24	35.00	105.00	60	9	7	16	12	720
Bessie Walker	Bark	do	do	23	35.00	105.00	60	13	10	23	9	540
Lexa Gibson	Campbell	Campbell	White	26	35.00	96.25	55	9	17	26	14	770
J. L. Rodgers	Vian	Vian	Cherokee	30	35.00	96.25	55	15	16	31	17	930
Lillie Cunningham	McKey	McKey	do	24	35.00	105.00	60	14	12	26	15	905
George Meeker	Garfield	Braggs	do	24	35.00	105.00	60	9	9	18	8	480
Carrie Goodykoontz	Fort Gibson	Fort Gibson	White	23	35.00	105.00	60	23	15	38	27	1,620
Lottie Courtwright	Braggs	do	do	21	35.00	105.00	60	21	24	45	20	1,200
T. C. Pyle	White Oak	Cookson	do	30	35.00	105.00	60	16	12	28	21	1,260
Jennie Glass	Three Rivers	Fort Gibson	Cherokee	21	35.00	105.00	60	13	12	25	11	660
Harriet Skates	Watie	do	Colored	30	35.00	105.00	60	19	13	32	18	1,080
Anna Luther	Sandtown	Vian	do	22	35.00	105.00	60	13	22	35	14	1,040
D. B. Andrews	Fort Gibson	Fort Gibson	do	24	35.00	105.00	60	17	35	52	23	1,380
L. E. Vann	Greenleaf	Braggs	do	24	35.00	105.00	60	14	32	46	30	1,800

Day schools—Continued.

SPRING TERM, 1903.

Teacher.	School.	Post-office address.	Race.	Age.	Salary.	Amount received.	Days taught.	Enrollment.			Attendance.	
								Males.	Females.	Total.	Average.	Days.
COOWEESCOOWEE DISTRICT.												
Dimmie Byrd	Vinita	Vinita	Cherokee	21	\$45.00	\$225.00	108	82	90	172	95	10,260
K. Pearl Drew	do	do	do	21	40.00	200.00	108	82	90	172	95	10,260
Anna E. Lyons	do	do	do	21	45.00	225.00	108	82	90	172	95	10,260
Lucile Archer	Browning Spring	Pryorcreek	do	19	45.00	177.08	85	20	3	23	16	1,360
Marv McSpadden	Pryorcreek	do	do	20	40.00	200.00	108	47	46	93	57	6,156
Jananna Ballard	do	do	do	25	45.00	225.00	108	47	46	93	57	6,156
Joanna Duncan	Adair	Adair	do	32	45.00	225.00	108	15	21	36	21	2,268
Flos Carselowey	Harmony	Vinita	do	20	40.00	200.00	108	18	13	31	18	1,944
L. J. Ross	South	Chelsea	do	35	35.00	48.64	30	13	10	23	18	540
J. R. Carselowey	do	do	do	25	35.00	126.36	78	12	13	25	18	1,404
Clara E. Tyler	Tovey	Centralia	do	18	45.00	225.00	108	13	10	23	16	1,728
Golda Barker	Rodgers	Kennison	do	19	45.00	225.00	108	17	18	35	19	2,052
Mary Garrett	West Point	Woodley	do	20	45.00	197.91	95	10	10	20	13	1,235
Dora Franklin	Pawpaw	Estella	do	21	40.00	140.94	87	14	28	42	12	1,044
Lucinda Ballard	Whiteoak	Whiteoak	do	22	45.00	225.00	108	16	17	33	24	2,592
Lizzie V. Ross	Catale	Catale	do	18	40.00	200.00	108	12	13	25	14	1,512
Maggie Parks	Chelsea	Chelsea	do	24	45.00	225.00	108	22	18	40	26	2,808
Bess Scrimsher	Glass	Foyil	do	24	40.00	185.18	100	16	20	36	23	2,300
Sarah P. Clarke	Payne	Foyil	do	22	35.00	165.28	102	20	22	42	23	2,346
Nora Matheson	Justice	Claremore	do	19	45.00	225.00	108	23	13	36	30	3,240
Cora Hicks	Claremore	do	do	25	45.00	210.38	101	69	65	134	105	10,605
Katherine McCarter	do	do	do	22	35.00	162.63	101	69	65	134	105	10,605
L. Kate Ellis	Oologah	Oologah	White	22	35.00	175.00	108	29	30	59	31	3,248
Zella Chapman	Talala	Talala	do	22	45.00	216.27	99	16	25	41	25	2,475
Leola Justice	Delaware	Nowata	do	20	35.00	48.60	30	14	8	22	16	480
Mina Johnson	do	do	Cherokee	20	35.00	97.62	60	12	7	19	16	960
Carrie Goodykoontz	Nowata	do	White	23	45.00	218.75	105	63	68	131	90	9,720
Josie Howard	do	do	Cherokee	19	45.00	225.00	108	63	68	131	90	9,720
Geo. O. Grant	Wann	Wann	do	20	40.00	194.45	105	19	11	30	18	1,840
Josie Barker	Bartlesville	Bartlesville	do	22	40.00	157.35	85	14	21	35	27	2,295
Laura P. Lowery	Sugar Mound	do	do	23	40.00	200.00	108	9	13	22	10	1,080
Inez Matheson	Catoosa	Catoosa	do	22	40.00	200.00	108	18	19	37	27	2,700
Olevia Mitchell	Collinsville	Collinsville	do	24	45.00	225.00	108	42	45	87	45	4,860
Corinne Alberty	Brush Creek	Choteau	Colored	22	40.00	200.00	108	24	32	56	48	5,184
Katie E. Vann	Lightning Creek	Lenapah	do	23	35.00	175.00	108	39	33	72	23	2,484
W. H. Vann	Sanders	do	do	24	40.00	200.00	108	31	24	55	22	1,210
Dora Blackwell	Gooseneck	Lenapah	do	26	35.00	175.00	108	22	26	48	31	3,348
Abbie Wagoner	Hickory Creek	do	do	23	45.00	225.00	108	23	20	43	30	3,240

DELAWARE DISTRICT.												
Della James	Hickory Grove	Fairland	Cherokee	25	45.00	225.00	108	13	22	35	19	2,052
Genobia Ward	Success	Afton	do	20	45.00	225.00	108	15	10	25	17	1,836
Jessie Daniels	McGee	Bluejacket	do	19	35.00	175.00	108	16	11	27	15	1,620
Gean Finley	Bluejacket	do	do	30	45.00	225.00	108	15	25	40	27	2,826
Maud Ward	Fairland	Fairland	do	22	45.00	225.00	108	24	36	60	38	4,104
Lola Ward	Ketchum	Ketchum	do	20	45.00	225.00	108	6	9	15	13	1,404
John E. Butler	Eutopia	Big Cabin	do	30	45.00	225.00	108	9	18	27	17	1,836
Jennie Glass	Timbered Hill	Vinita	do	21	40.00	172.22	93	13	11	22	15	1,620
Willie Trott	Afton	Afton	do	22	45.00	225.00	108	11	11	22	15	1,620
Carrie Washborn	Delaware	Eucha	do	30	35.00	175.00	108	23	34	57	50	5,400
Lizzie Lynch	Mose Ridge	Rose	do	24	35.00	175.00	108	21	20	41	15	1,620
J. Washbourne	Dry Creek	Eucha	do	18	35.00	175.00	108	6	11	17	13	1,404
Geo. A. Cox	Olympus	Grove	do	25	35.00	175.00	108	16	12	28	15	1,620
C. S. Monroe	Mitchell Spring	Maysville	do	24	40.00	200.00	108	14	8	22	15	1,620
Geo. W. Fields	Honey Creek	Grove	do	22	40.00	200.00	108	19	17	36	22	2,376
Mrs. Charlesworth	Grove	do	do	20	45.00	225.00	108	28	31	59	31	3,348
Bula Edmonson	Pineville	Eucha	do	20	40.00	194.25	105	12	13	25	13	1,355
S. W. Peak	Minnehaha	Kansas	do	25	45.00	225.00	108	15	12	27	24	2,592
Sadie Sanders	Osequah	Eucha	do	22	40.00	200.00	108	11	13	24	14	1,404
Nora Victor	Victory	Afton	White	22	45.00	225.00	108	17	11	28	18	1,944
Eva Simms	Vinita	Vinita	Colored	21	45.00	225.00	108	49	56	105	47	5,076
Rosa Sanders	Moore	Chaffee	do	22	35.00	175.00	108	18	25	43	14	1,512

CANADIAN DISTRICT.												
Florence Waters	Briartown	Starvilla	Cherokee	24	35.00	175.00	108	18	30	48	38	4,104
Mae Shelton	Webbers Falls	Webbers Falls	do	23	45.00	225.00	108	14	15	29	22	2,376
Hattie Starr	Newhope	do	do	23	35.00	175.00	108	11	13	24	12	1,296
Susie Sevier	Starvilla	Starvilla	do	19	35.00	175.00	108	11	17	28	13	1,404
Eva Coleman	Texanna	Texanna	do	20	35.00	158.80	98	19	25	44	22	2,352
Mary Russell	Bennett	Bennett	White	35	45.00	214.58	103	29	24	53	21	2,268
Kate Hubbard	Beck	Webbers Falls	do	30	45.00	225.00	108	25	23	48	23	2,504
Annie Sevier	Geren	do	Cherokee	19	45.00	225.00	108	16	12	28	19	2,052
Gussie Sanders	Prairie Gap	Starvilla	do	23	40.00	185.10	100	17	18	35	18	1,800
Elsie Welden	Browns Chapel	Muskogee	White	23	35.00	166.90	103	11	15	26	13	1,339
Julia Russell	Brushy Mountain	do	do	21	40.00	198.15	107	9	17	26	9	972

ILLINOIS DISTRICT.												
Carrie Graham	Greenleaf	Braggs	Colored	24	35.00	175.00	108	10	35	45	30	3,240
B. D. Andrews	Fort Gibson	Fort Gibson	do	24	45.00	225.00	108	30	50	80	51	5,608
Harriet Skates	Watie	do	do	30	40.00	200.00	108	19	23	42	25	2,700
Flora Thornton	Fort Gibson	do	Cherokee	35	35.00	175.00	108	26	10	36	20	2,160
Byrdie Harris	Three Rivers	do	do	24	40.00	170.37	92	16	21	37	18	1,656
John L. Rodgers	Vian	Vian	do	30	45.00	225.00	108	20	10	30	20	2,160
Lillie Cunningham	McKey	McKey	do	20	40.00	200.00	108	14	19	33	18	1,944
Okla Sanders	Harrison	Vian	do	22	35.00	175.00	108	27	3	30	19	2,052
George Meeker	Garfield	Braggs	do	24	40.00	200.00	108	11	13	24	12	1,296
T. C. Pyle	White Oak	Cookson	White	30	45.00	225.00	108	16	17	33	22	2,376
Jennie F. Ross	Campbell	Campbell	Cherokee	22	45.00	100.00	48	9	10	19	14	672

Day schools—Continued.

SPRING TERM, 1908—Continued.

Teacher.	School.	Post-office address.	Race.	Age.	Salary.	Amount received.	Days taught.	Enrollment.			Attendance.	
								Males.	Females.	Total.	Average.	Days.
ILLINOIS DISTRICT—cont'd.												
Lottie Courtright	Braggs	Braggs	White	21	\$45.00	\$220.84	106	21	20	41	19	2,014
Sarah McCoy	Young	McKey	Cherokee	24	40.00	200.00	108	10	13	23	13	1,404
Bessie Walker	Bark	Salisaw	do	21	35.00	144.21	89	9	11	20	9	801
GOING SNAKE DISTRICT.												
Mary E. Rider	Ballard Creek	Westville	Cherokee	22	45.00	225.00	108	16	18	34	18	1,944
Narcissa Taylor	Chewie	do	do	22	35.00	175.00	108	17	23	40	18	1,944
Inez Reese	Tyners Valley	Proctor	White	21	35.00	175.00	108	22	15	37	20	2,160
Bettie Wright	Green	Westville	Cherokee	23	35.00	175.00	108	18	20	38	14	1,512
Ollie Griffen	Wagoner	do	do	23	40.00	200.00	108	21	16	27	12	1,296
Belle Cunningham	Baptist	do	do	23	45.00	154.16	74	21	15	36	15	1,620
Nora Holt	Beaver	do	do	24	45.00	208.73	100	16	12	28	17	1,700
James Ward	Carnes	Siloam Springs	do	26	35.00	175.00	108	21	11	32	24	2,592
Sadie Adair	Taylor	Westville	do	23	35.00	175.00	108	12	27	39	16	1,620
Don Ghormley	Mulberry	do	do	20	40.00	200.00	108	13	14	27	10	1,080
Mary Wolfe	Peavine	Stilwell	do	24	35.00	175.00	108	20	25	45	19	2,052
Arthur Morrow	Fairfield	do	White	22	40.00	281.39	98	8	13	21	12	1,176
Daisy Sanders	Oak Grove	do	Cherokee	23	40.00	200.00	108	13	18	31	17	1,836
Mrs. Frank Adair	Stony Point	do	do	21	35.00	175.00	108	13	13	26	14	1,512
Sallie Sheffield	Piney	do	do	33	35.00	175.00	108	8	11	19	8	864
Byrdie Faulkner	Hern	Westville	do	30	40.00	194.45	105	23	27	50	22	2,310
	Akins	Hanson	do	20	40.00	200.00	108	13	15	28	15	1,620
SEQUOYA DISTRICT.												
Vinnie R. Curtis	Salisaw	Salisaw	Cherokee	28	40.00	200.00	108	27	15	42	19	2,052
Nannie Vickery	Bellefonte	Muldrow	do	23	45.00	225.00	108	7	16	23	11	1,188
Esther McCoy	Roastingear	do	do	19	40.00	200.00	108	7	16	23	12	1,296
Cherokee Adair	Brushy	Salisaw	do	19	35.00	175.00	108	15	12	27	16	1,568
Nona Adair	Adair	do	do	22	40.00	200.00	108	15	23	38	15	1,620
Nora Bradley	Hanson	Hanson	White	21	35.00	175.00	108	23	12	35	17	1,836
Callie Seyfer	Advance	Muldrow	Cherokee	22	35.00	175.00	108	6	15	21	15	1,620
Lucy Starr	Muldrow	do	do	22	45.00	225.00	108	26	20	46	23	2,484
Ella Lowery	Redland	Redland	Colored	20	35.00	175.00	108	15	20	35	33	3,564
TAHLEQUAH DISTRICT.												
Columbia Gourd	Peggs	Peggs	Cherokee	22	35.00	134.50	83	21	14	35	11	1,100
Arch Spears	Hart	Moodys	do	28	40.00	194.45	105	5	9	14	8	840
Stephen Osage	Peggs	Peggs	do	20	35.00	40.50	25	8	22	30	17	425
J. L. Manus	Downing	do	do	30	45.00	208.30	100	10	21	31	19	1,900
Emma Linton	Blue Spring	Gideon	White	20	40.00	175.84	95	18	23	41	25	2,375
John F. Gibson	Double Spring	Tahlequah	do	25	35.00	158.80	98	18	10	28	21	2,058
J. F. Thompson	Crittenden	do	Cherokee	54	40.00	157.34	85	10	18	28	12	1,020
Della Black	do	Tahlequah	do	23	40.00	38.37	21	10	16	26	15	315
Jennie F. Ross	French	Malvin	do	24	45.00	125.00	60	8	12	20	17	1,020
Mary Gulager	Eureka	Eureka	do	21	40.00	200.00	108	14	20	34	24	2,592
Maud Blair	Woodall	Manard	do	21	35.00	140.94	87	15	15	30	20	1,740
Jesse Benge	Bald Hill	Tahlequah	do	22	35.00	168.48	104	16	12	28	16	1,664
Letitia Wilson	Union	do	do	32	40.00	200.00	108	10	16	26	19	2,052
Fannie V. Ross	Park Hill	Park Hill	do	20	40.00	200.00	108	5	11	16	12	1,296
Emma Paden	Caney	Wauhilla	do	22	35.00	134.46	83	15	8	23	9	747
M. L. Morgan	East Tahlequah	Tahlequah	do	22	40.00	200.00	108	16	13	29	19	2,052
Fannie Lowery	Tahlequah	do	Colored	40	45.00	225.00	108	26	22	48	30	3,240
W. H. Fields	Fourmile Branch	Fort Gibson	do	40	40.00	200.00	108	30	42	72	50	5,400
Andrew D. Vann	Flint Ridge	Tahlequah	do	22	35.00	149.08	92	16	20	36	19	1,748
Lulu E. Vann	Pleasant Hill	Melvin	do	22	40.00	200.00	108	14	26	40	23	2,484
Emma Ingram	Linder	Tahlequah	Cherokee	23	35.00	139.85	86	9	12	21	11	946
Byrdie Faulkner	Akin	Hanson	do	20	40.00	200.00	108	14	14	28	15	1,620
SALINE DISTRICT.												
Eli Toney	Saline	Leach	Cherokee	24	35.00	129.64	80	9	8	17	9	720
Annie Parris	Cedar Bluff	Locust Grove	do	25	35.00	100.44	62	18	11	29	15	930
Maggie Ross	Saline	Leach	do	20	35.00	45.36	28	9	6	15	14	392
Cherrie Riley	Brewer	Locust Grove	do	22	35.00	175.00	108	25	8	33	24	2,582
Florence Ross	Osceola	do	do	23	45.00	225.00	108	11	11	22	16	1,728
Walter Fox	Rowe	Rose	do	24	40.00	200.00	108	14	10	24	12	1,296
Senora Grey	Arcadia	do	White	26	40.00	200.00	108	11	12	23	15	1,620
Allie Pack	Elm	Leach	Cherokee	22	40.00	200.00	108	33	24	57	21	2,268
Avery E. Vann	Lynchs Prairie	do	Colored	24	35.00	175.00	108	22	23	45	28	3,006
FLINT DISTRICT.												
Mary Davis	Bethel	Stilwell	Cherokee	24	40.00	190.74	103	23	41	64	37	3,811
Maun Stephens	Horn	do	do	24	35.00	97.20	60	9	11	20	6	360
William Gott	Walnut Grove	do	do	48	40.00	200.00	108	12	15	27	17	1,836
L. O. Brown	Stilwell	do	White	21	35.00	166.86	103	20	15	35	11	1,133
Nellie Silk	Clear Spring	do	Cherokee	21	40.00	200.00	108	11	15	26	16	1,728
Lizzie McLemore	Round Spring	do	do	35	40.00	200.00	108	13	15	28	16	1,728
Nannie Miller	Round Spring	do	do	22	40.00	200.00	108	23	17	40	14	1,414
W. W. Whitmire	Cochran	do	do	22	40.00	200.00	108	10	17	27	10	1,080
Lemuel Sanders	Rocky Mount	do	do	25	35.00	175.00	108	9	8	17	9	972
Sarah Fletcher	Walker	do	do	60	35.00	175.00	108	16	11	27	17	1,836
Felix Holland	Chuculate	do	do	28	40.00	200.00	108	18	15	33	21	2,268
Elba Gunter	Rock Spring	do	do	24	45.00	225.00	108	18	15	33	21	2,268
	Elm Grove	Evansville	do	24	40.00	200.00	108	4	13	17	10	1,080

REPORT OF CHOCTAW SCHOOL SUPERVISOR.

OFFICE OF SCHOOL SUPERVISOR, CHOCTAW NATION,
South McAlester, Ind. T., July 20, 1903.

SIR: I have the honor to submit this my third annual report of the schools of the Choctaw Nation, Ind. T.

In many respects the year just closed has been more successful than any preceding year.

There have been in operation 5 academies, 9 small boarding schools, and 151 day or neighborhood schools, with a total enrollment of 3,249, a total days' attendance of 365,429, and a teaching force of 175 teachers.

ACADEMIES.

In general the work in the academies has been very good, but there is still room for improvement. The schoolroom work has been satisfactory. Eleven diplomas were awarded to graduates of the academies. Of the 11 who completed the high school course 7 are from Jones Male Academy, 3 from Tushkahoma Female Academy, and 1 from Armstrong Male Academy.

There were appropriate commencement exercises at each one of these academies. During the year 2 deaths occurred at Jones Academy, 3 at Armstrong, and 1 at Wheelock.

SMALL BOARDING SCHOOLS.

There were conducted 9 small boarding schools, in which there were enrolled 364 children. The establishment of these small boarding schools has been the means of bringing in full-blood children living in remote settlements who have never had any school advantages.

NEIGHBORHOOD SCHOOLS.

Many of the small schools that were in session part of the preceding year were not opened this year, owing to the small number of Choctaw children in the neighborhoods. Many of the children of these communities went to the academies or to the small boarding schools.

During the months of December, January, and February the attendance was very irregular because of the bad weather. Many of the children live quite a distance from the schoolhouses and, in many instances, have to cross streams, and it was therefore impossible during these rainy months for many of the children to get to the school.

Owing to the irregular attendance we thought it necessary to discontinue several small schools in thinly settled neighborhoods at the end of the third quarter.

The work of the teachers in the neighborhood schools, taking everything into consideration, has been very satisfactory. They, of all of our teachers, are the most meritorious. They are the real heroes and heroines of the profession. Considering their surroundings and hardships, they are doing their work well. Many of them have a real missionary spirit, and we are glad to report that about 60 per cent of those appointed last year will be renominated this year.

White children were admitted to the schools by paying a tuition to the teachers. White children attended all but 14 of the 151 schools. The total enrollment of white children was 6,238.

We have made personal visits to and close inspection of the neighborhood schools.

THE NORMAL.

The year's work closed with a four weeks' session of the Choctaw Teachers' Normal, held at Jones Academy. This normal in many respects was the best yet held in the Choctaw Nation. We had five regular instructors, and a special instructor for one week, who gave lectures on school management and on methods. We had regular class work in all subjects required for a first-grade certificate.

The enrollment (148) was not quite so large as it was last year, the cause of which is that many of the teachers live in the States and desire to attend their home institutes.

Of the 95 teachers who took the regular annual examination at the close of the normal 15 received first-grade certificates, 11 received second grade, and 50 received third grade. There were 12 who failed.

Following is a tabulated statement:

Academies.

TUSKĀHOMA ACADEMY.

Employee.	Position.	Race.	Age.	Salary.	Amount received.	Time employed.
					\$9,914.28	<i>Mos. days.</i>
Andrew G. Gladney	Superintendent					8 17
Clara Hoffmire	Principal teacher	White	24	\$100.00	854.84	9 0
Amanda Eld	Assistant teacher	do	28	60.00	540.00	9 0
Margery Morrison	do	do	28	60.00	540.00	8 28
Amy Theurer	Music teacher	Indian	18	50.00	445.16	8 28
Mattie B. Mitchell	Matron	do	24	50.00	445.16	8 23
Blanche Jarrell	Assistant matron	White	30	40.00	349.13	8 24
Pauline Fewell	Seamstress	do	22	50.00	438.71	8 24
Bess M. Severs	Assistant seamstress	Indian	20	40.00	352.17	9 0
Chas. S. Conley	Cook	Negro	31	50.00	450.00	2 22
Georgia Conley	Laundress	do	21	40.00	109.33	5 15
J. N. Bowen	Engineer	White	53	50.00	275.00	9 0
Allie Fitzgerald	Janitor	do	19	35.00	315.00	6 8
Nettie A. Barrows	Laundress	Negro	36	40.00	250.67	3 15
J. S. Gladney	Engineer	White	26	50.00	175.00	

Total days attendance	30,425
Number enrolled	141
Average attendance	110
Total salaries paid	\$5,540.11
Total other expenses	\$9,914.28
Total annual cost	\$15,454.39
Annual cost per pupil	\$140.69
Cost per pupil per month	\$15.63

JONES ACADEMY.

Employee.	Position.	Race.	Age.	Salary.	Amount received.	Time employed.
					\$8,885.03	<i>Mos. days.</i>
Wallace B. Butz	Superintendent	White				9 0
J. G. Masters	Principal teacher	do	29	\$100.00	900.00	8 29
James N. Wilson	Assistant teacher	do	24	60.00	537.86	9 0
Cynthia Rainey	do	do	30	60.00	540.00	9 0
Birdie M. Boyd	do	do	24	60.00	540.00	10 0
Laura Collison	Matron	do	42	50.00	500.00	9 0
Myrtle Hackett	Assistant matron	do	36	40.00	360.00	8 27
Sarah Hibbard	Seamstress	do	52	50.00	450.00	3 16
Mrs. J. B. Wallis	Assistant seamstress	do	20	40.00	354.84	10 0
William Caton	Engineer	do	46	50.00	175.81	9 0
Mary F. Pamplin	Cook	Negro	29	50.00	500.00	4 0
Katie Foster	Laundress	do	28	40.00	360.00	1 14
John D. Plunkett	Janitor	White	34	35.00	140.00	6 0
J. W. Eastwood	Engineer	do	45	50.00	74.19	4 0
Wallace W. Hibberd	Janitor	do	72	35.00	210.00	
James S. Brock	Engineer	do	30	50.00	200.00	

Total days attendance	26,992
Number enrolled	134
Average attendance	99.9
Total salaries paid	\$5,742.70
Total other expenses	\$8,885.03
Total annual cost	\$14,627.73
Annual cost per pupil	\$147.42
Cost per pupil per month	\$16.38

Academies—Continued.

ARMSTRONG ACADEMY.

Employee.	Position.	Race.	Age.	Salary.	Amount received.	Time employed.
						<i>Mos. days.</i>
Sam L. Morley	Superintendent	White			\$10,213.96	
Gabe E. Parker	Principal teacher	Indian	23	\$100.00	886.66	8 26
Arthur M. Rishel	Assistant teacher	White	21	60.00	540.00	9 0
Mary Morley	do	do	32	50.00	450.00	9 0
Mrs. Gabe E. Parker	do	do	22	60.00	540.00	9 0
Jennie Duncan	Matron	do	37	50.00	450.00	9 0
Dona Gardner	Assistant matron	Indian	20	40.00	498.67	11 29
M. Minehart	Seamstress	White	53	50.00	300.00	4 0
Mrs. Sophronia Knight	Assistant seamstress	do	50	40.00	158.67	3 29
George McBath	Cook	Negro	39	50.00	600.00	12 0
Sarah Young	Laundress	do	29	35.00	315.00	9 0
James Phillips	Janitor	White	33	35.00	245.00	7 0
Mrs. Sophronia Knight	Seamstress	do	50	50.00	250.00	5 0
Anna M. Fears	Assistant seamstress	do	48	40.00	160.00	4 0
Thomas Flary Gray	Janitor	do	23	35.00	70.00	2 0

Total days attendance	31,087
Number enrolled	119
Average attendance	94.2
Total salaries paid	\$5,364.00
Total other expenses	\$10,213.96
Total annual cost	\$15,577.96
Annual cost per pupil	\$165.47
Cost per pupil per month	\$15.04

WHEELOCK ACADEMY.

Employee.	Position.	Race.	Age.	Salary.	Amount received.	Time employed.
						<i>Mos. days.</i>
Frank Shortall	Superintendent	White			\$7,553.01	
Kate K. Knight	Principal teacher	do	33	\$60.00	540.00	9 0
Lillian Risner	Assistant teacher	Indian	21	55.00	473.00	8 18
Louise Latham	do	White	21	55.00	495.00	9 0
Anna Shortall	Matron	do	24	50.00	223.33	4 14
Sue Brown	Assistant matron	Indian	21	40.00	24.00	0 18
Gussie Hayes	Seamstress	White	32	50.00	450.00	9 0
Katherine Hibbard	Assistant seamstress	do	20	40.00	339.96	8 16
Katie Durant	Cook	Negro	40	40.00	360.00	9 0
George W. Tyler	Janitor	White	27	35.00	315.00	9 0
Dora L. Lewis	Assistant matron	Indian	24	40.00	307.28	7 20
Amanda Burton	Laundress	Negro	40	35.00	315.00	9 0
Ora Gordon	Matron	White	24	50.00	326.67	6 16

Total days attendance	22,928
Number enrolled	89
Average attendance	69.5
Total salaries paid	\$4,385.24
Total other expenses	\$7,553.01
Total annual cost	\$11,938.25
Annual cost per pupil	\$171.76
Cost per pupil per month	\$15.62

ATOKA BAPTIST ACADEMY.

[Edwin H. Rishel, Superintendent.]

Number pupils enrolled	77
Number days attendance	20,598
Average daily attendance	60.24
Amount paid superintendent	\$8,286.93
Annual cost per pupil	\$137.57

Salaries of teachers and other employees are paid by the church board.

Academics—Continued.

SMALL BOARDING SCHOOLS.

School.	Superintendent.	Enroll- ment.	Amount received.	Days attend- ance.
Durant	Ebenezer Hotchkin	109	\$3,946.90	17,875
Gills	Emmett K. Gills	46	1,825.26	7,923
Big Lick	John W. Burgoyne	45	1,978.45	7,582
Old Goodland	Silas L. Bacon	45	2,436.74	10,659
Featherston	Lucius C. Featherston	8	203.53	882
Goodwater	Dixon J. McClure	35	1,447.62	6,127
Stigler	Joseph S. Stigler	11	386.23	1,678
Sardis	George W. Bell	34	1,641.50	7,116
Atoka	Edwin H. Rishel	37	1,477.87	6,415
Total .....	.....	370	15,344.10	66,257

Neighborhood schools.

Teacher.	Post-office.	School.	Race.	Age.	Birthplace.	Salary.	Days of school.	Days at- tend- ance.	Enrollment.		Amount received.
									Indians.	Whites.	
Alison, Elizabeth R	Lenton	Cold Spring	White	53	Missouri	\$40	187	1,584	20	24	\$360.00
Austin, D. J.	Allen	Allen	do	56	Texas	2	178	2,562	22	78	259.50
Antoinette, Sister Mary	Antlers	Antlers No. 1	do	35	Europe	2	181	1,495	18	43	144.10
Aston, Charles S	Quinton	Quinton	do	21	Arkansas	2	70	722	14	70	72.50
Anen, Mrs. Sophia	Pine	Pine	do	50	Mississippi	2	85	75	1	31	7.60
Bales, J. A.	Caney	Pleasant Hill No. 3	do	50	Kentucky	40	98	1,024	17	8	183.19
Browning, Agnes	Swink	Harkins	do	24	Mississippi	35	188	1,497	14	13	315.00
Bentley, Alva	Calloway	Calloway	do	30	Missouri	30	142	1,167	14	0	206.13
Brantley, Erskine	Antlers	Antlers No. 2	do	52	Tennessee	2	182	2,357	28	173	252.50
Byrd, Alice	Stigler	Bethel No. 2	do	20	Mississippi	30	179	1,560	13	6	259.89
Bacon, Gertrude	Kiowa	Kiowa	Indian	24	Indian Territory	35	176	1,764	17	60	295.81
Berry, Washington	Hugo	Old Goodland	White	34	Virginia	45	187	8,991	69	32	405.00
Burrows, Rufus H	Ultima Thule	Hochatown	do	46	South Carolina	40	122	977	15	4	240.00
Burgoyne, May	Tushkahoma	Big Lick	do	27	Illinois	45	(a)	(a)	(a)	(a)	405.00
Biard, Ollie	Doakesville	Doakesville	do	28	Texas	30	141	1,394	16	37	205.71
Benson, Nannie	Durant	Cox Chapel	do	26	Mississippi	2	90	419	5	57	46.10
Bales, J. A.	Caney	Pleasant Hill No. 3	do	50	Kentucky	35	35	1,059	17	14	153.55
Burrows, Rufus H	Ultima Thule	Hochatown	do	46	South Carolina	30	35	225	15	0	47.00
Collins, Mattie	Shady Point	Shady Point	do	22	Arkansas	30	65	432	11	18	90.00
Christian, Lewis E	Hartshorne	Hartshorne	do	45	Missouri	2	179	976	8	315	94.00
Collins, J. Y.	Kulli Tuklo	Kulli Tuklo	do	52	Alabama	40	184	2,078	25	6	356.13
Crouthamel, A. H.	Cowlington	Cowlington	do	24	Pennsylvania	2	188	1,735	13	129	188.00
Crews, Ethel	Choate	Choate	do	17	Arkansas	30	101	375	9	24	149.03
Clay, Laura M.	Alikchi	Kulli Kosoma	Indian	22	Indian Territory	30	157	2,234	20	0	227.00
Costilow, Mrs. C. M.	Lukfata	Kon Chito	White	29	Mississippi	40	98	1,086	19	10	194.67
Chaney, John A.	Heavener	Norman	do	36	Alabama	2	79	899	14	23	94.70
Cook, Myrtle	Tushkahoma	Tushkahoma	do	27	Illinois	35	79	316	10	18	136.57
Campbell, P. W.	Bethel	Bethel Hill	do	33	do	45	172	1,859	21	0	371.61
Campbell, Lan Allen	do	Kulli Chito	do	33	do	40	187	2,233	25	4	360.00
Coleman, W. B.	Garland	Toloka	do	36	Missouri	30	172	1,603	13	24	251.00
Cook, Myrtle	Tushkahoma	Tushkahoma	do	27	Illinois	2	55	218	12	19	32.70
Crews, Ethel	Choate	Choate	do	17	Arkansas	2	36	103	6	26	10.60
Delzelle, Fannie H	Iron Bridge	Lenox No. 1	do	29	Indian Territory	40	81	1,804	26	4	280.00
Dulany, Thomas S	Talihina	Wadesville	do	37	Illinois	40	129	729	19	1	262.00
Davis, Tishia	Red Oak	Dunlap	do	28	Mississippi	2	125	991	10	17	115.00
Deshazo, Alice	Stringtown	Pleasant Hill No. 2	do	26	Texas	30	153	1,566	12	4	221.61
Davis, Lelia	Wister	Wister	do	27	Mississippi	2	97	176	4	53	20.20
Delzell, Fannie H	Iron Bridge	Lenox No. 1	do	29	Indian Territory	45	105	1,620	25	4	225.00
Essex, Annie	McAlester	Zion	do	20	do	30	45	274	7	8	60.00
Ervin, Amanda	Talihina	Talihina	do	28	Missouri	2	45	166	5	34	16.60
Evans, Zelma	Milton	Wolf Creek	do	24	do	30	169	1,834	18	32	246.25
Ervin, Ida	Russellville	Russellville	do	27	do	2	82	1,006	19	57	107.80
Fleming, Alice	Antlers	Pleasant Cove	do	31	Arkansas	35	187	2,322	21	7	315.00
Fronterhouse, Louvena	do	Impson Chapel	do	34	Tennessee	30	17	97	8	5	25.00

Folson, J. N	Talihina	Post Oak Grove	Indian	36	Indian Territory	30	144	1,201	16	1	210.00
Ferguson, George W	Caddo	Caddo	White	27	Tennessee	2	162	4,988	45	2	519.20
Fronterhouse, Louvena	Antlers	Sugar Loaf	do	34	do	30	107	728	10	5	159.67
Flowers, B. R.	Wilburton	Wilburton	do	24	West Virginia	2	40	110	5	18	13.50
Folson, Chloe A	do	do	Indian	23	Arkansas	2	64	390	7	37	42.00
Garrett, Anna	Cowlington	Short Mountain	White	30	do	30	80	432	15	15	117.10
Gibbons, Bella	Hugo	Old Goodland	do	39	do	40	(b)	(b)	(b)	(b)	360.00
Garland, J. G.	do	Choate Spring	do	58	Ireland	30	80	1,048	17	8	118.00
Gay, Wm	South McAlester	South McAlester	do	63	do	2	132	2,505	26	947	269.10
Grisso, M. T	Talihina	Good Spring	do	24	Arkansas	40	143	1,895	23	0	278.71
Galyean, Lee	Ego	Marysville	do	24	Texas	35	91	778	19	32	161.45
Galyean, Lee	do	do	do	24	do	30	91	632	19	40	71.61
Greenwood, Carroll R	Tushkahoma	Big Lick	do	23	Illinois	50	85	2,822	48	2	162.90
Hamilton, Mrs. Mae	Bokchito	Sulphur Spring	do	27	Michigan	45	186	3,143	23	2	405.00
Hill, W. A	Houston	Conser	do	33	Tennessee	40	187	2,485	20	3	360.00
Hill, Mrs. M. E.	do	Houston	do	29	Arkansas	30	186	1,818	14	13	239.03
Hynson, Mrs. Rose	Antlers	Sugar Loaf	do	56	Illinois	30	26	253	12	0	37.74
Hatcher, Lucy	Hugo	Ushery	do	24	Texas	30	146	916	10	13	214.19
Hatcher, Lizzie	Caddo	Nunnih Takalo	do	28	do	35	144	1,286	18	18	245.00
Harpster, H. D	Grant	Ferguson	do	32	Ohio	30	141	865	12	17	206.79
Hower, Jessie	San Bois	San Bois	do	21	Illinois	35	162	948	15	20	275.24
Holdsworth, Katie	Leflore	Salem	do	23	Missouri	40	153	1,692	17	6	297.33
Hotchkin, Lucy K	Garland	Little San Bois	do	27	Indian Territory	40	187	2,020	18	6	360.00
Holleman, John B	Stigler	Stigler	do	30	Alabama	45	187	1,983	22	45	405.00
Hornidy, Emma	Conser	Yellow Springs	do	57	Pennsylvania	30	83	446	12	3	120.00
Hise, Nora	Bokoshe	Powell	do	24	Texas	2	117	540	9	15	56.40
Hallman, Lena	Tushkahoma	Siliana	do	20	Georgia	30	154	1,776	15	0	211.94
Holdsworth, Lou	Fanshawe	Fanshawe	do	22	Missouri	2	118	446	4	21	44.40
Hotchkin, Mary P	Enterprise	Enterprise	do	40	Texas	2	85	258	9	31	28.10
Irvine, Nettie	Goodwater	Goodwater	do	40	do	2	187	7,234	67	11	749.80
Jackson, Mrs. W. L.	Oak Lodge	Oak Lodge	do	32	Canada	40	187	3,429	27	16	360.00
Johnson, A. M	Bokchito	Bokchito	do	43	Illinois	30	144	1,321	20	25	210.00
Jones, James A	Kinta	Kinta	do	27	Tennessee	2	39	325	9	29	33.70
Kirksey, J. A	Eagletown	Stockbridge	do	57	Alabama	45	144	864	23	4	315.00
Kenyon, Mattie	Atoka	Christian Hope	do	20	Ohio	30	80	464	14	10	118.00
Kenyon, Grace	do	Stringtown	do	24	do	30	87	699	9	23	135.39
Kemper, Charles	Wapanucka	Wapanucka	do	23	Virginia	2	44	144	5	50	14.00
Kenyon, H. W	Atoka	Dulany	do	65	Ohio	2	88	688	9	29	68.70
Love, Robert D	South McAlester	Frink	do	24	Georgia	30	120	819	19	41	175.86
Lacey, W. E	Wilburton	Wilburton	do	24	Arkansas	30	81	1,361	10	75	120.00
Locke, L. B	Coalgate	Gills	do	26	do	45	186	6,342	57	23	405.00
Loughinghouse, Martha	Leigh	Bethlehem	do	29	do	30	187	1,424	10	13	270.00
Loughridge, Edna	Nelson	Sugar Creek	do	26	Iowa	40	184	1,765	24	5	357.30
Lee, Robert E.	Summerfield	Summerfield	Indian	24	Mississippi	40	82	512	12	9	120.00
Lacy, W. S	Cameron	Cameron	White	26	do	2	181	1,719	17	102	177.80
Leflore, Mrs. Felix	Oak Lodge	Bethel No. 1	Indian	30	Indian Territory	2	124	1,799	18	28	192.48
Lyle, Frances M	Alderson	Alderson	White	30	South Carolina	2	152	377	4	94	40.50
Lewis, Myrtle	Red Oak	Lewis	do	30	Indiana	2	80	302	8	0	31.20
Morris, Florence B	Savanna	Savanna	do	21	Iowa	35	82	715	14	46	175.00
Miller, Lizzie	Howe	Howe	do	31	Mississippi	40	189	2,161	17	18	360.00

^a Assistant teacher.

^b Assistant teacher.

Neighborhood schools—Continued.

Teacher.	Post-office.	School.	Race.	Age.	Birthplace.	Salary.	Days of school.	Days at attendance.	Enrollment.		Amount received.
									Indians.	Whites.	
Moore, Callie	Antlers	Davenport	Indian	19	Mississippi	\$30	82	619	8	16	\$138.30
McClure, Mrs. C. L.	Smithville	Big Hill	White	36	New York	45	183	1,824	20	2	397.70
McCurtain, Lou	Tushkahoma	Sardis	Indian	26	Indian Territory	40	187	5,356	36	1	360.09
McConnell, Knox A.	Hugo	Ellis Chapel	White	47	Tennessee	35	83	591	15	5	154.64
Miller, Bessie	Kennady	Kennady	do	18	Arkansas	30	90	300	9	53	138.30
McArthur, Mary O.	Coalgate	Gills	do	21	Texas	40	(a)	(a)	(a)	(a)	358.78
Merrill, Gertrude	Hartshorne	James	do	17	Indian Territory	30	130	644	10	20	196.69
Merriman, Gus	Lodi	Cedar	do	29	Arkansas	35	184	2,426	23	20	311.61
Miller, Alice M.	Indianola	Indianola	do	34	Mississippi	2	188	1,726	10	111	180.07
McMurtrey, Lucile	Bennington	White Sand	do	19	Arkansas	30	172	1,555	15	12	250.31
Moore, J. N.	Garvin	Water Hole	Indian	25	Mississippi	30	157	1,008	17	10	225.00
McRaven, Elizabeth	Featherston	Featherston	White	24	do	30	151	1,291	13	13	297.44
McBride, George	Enterprise	Enterprise	do	38	Indiana	2	72	719	13	28	80.36
McKinney, Mrs. B. W.	McCurtain	Chant	do	36	Missouri	2	144	2,055	29	14	221.21
McBride, Howard	Lehigh	Lehigh	do	28	Texas	2	141	1,306	18	230	141.10
Maynor, Pearl	Harris	Pleasant Hill No. 1	do	20	do	40	186	2,346	16	1	357.30
Moore, Lizzie	Spencerville	Frazier	Indian	21	Mississippi	35	91	520	9	7	159.10
Milam, F. T.	Coalgate	Coalgate	White	43	Kentucky	2	160	1,345	12	71	152.03
Moore, Lizzie	Spencerville	Frazier	Indian	21	Mississippi	30	72	395	7	4	110.62
Miller, Bessie	Kennady	Kennady	White	18	Arkansas	2	62	489	10	64	50.30
Morris, Florence B.	Savanna	Savanna	do	21	Iowa	30	84	536	11	34	120.01
McCray, S. B.	Nixon	Nixon	do	51	Missouri	2	50	187	4	45	18.80
Neely, H. D.	Durant	Calvin Institute	do	27	Illinois	2	186	17,123	144	95	1,842.70
Merrell, W. B.	Guertie	Guertie	do	31	Arkansas	2	145	670	8	104	69.00
Newman, E. L.	Sterrett	Sterrett	do	32	Tennessee	2	179	435	4	160	43.00
Neely, A.	Durant	Durant	do	54	Kentucky	2	121	1,457	18	125	160.00
Pierce, Thos. F.	McAlester	McAlester	do	35	Alabama	2	182	1,229	18	306	128.70
Farrish, Mary	South McAlester	Coal Creek	do	17	Indian Territory	30	34	233	10	2	48.03
Phipp, John A.	Tamaha	Tamaha	do	26	Texas	2	177	1,978	12	96	139.50
Post, Bernice	Eufala	Longtown	do	23	Michigan	40	79	261	6	3	156.13
Powell, John J.	Cartersville	Cartersville	do	29	Arkansas	30	164	1,605	19	58	239.03
Faxon, Anna L.	Jackson	Chishoktak	do	53	Illinois	45	183	1,948	24	5	399.00
Faxon, Stephen E.	Crowder	Crowder Chapel	do	20	Missouri	30	60	382	15	0	103.20
Powers, Lillie M.	Frogville	Hibben	do	24	Texas	35	42	297	12	2	67.74
Ferry, Estella	Hugo	Honey Springs	do	25	Florida	30	165	1,144	12	14	119.00
Fickens, J. W.	Canadian	Canadian	do	46	Tennessee	2	139	2,247	23	123	230.10
Post, Bernice	Cowhington	Short Mountain	do	23	Michigan	2	59	235	8	14	24.70
Russell, Leola	Bennington	Bennington	do	32	South Carolina	40	89	537	12	26	179.23
Russell, Leola	do	do	do	32	do	30	89	520	10	33	131.61
Rishel, Edwin H.	Atoka	Atoka	do	49	Illinois	2	187	7,858	61	103	811.10
Rodman, E. L.	Poteau	Poteau	do	29	Mississippi	2	155	2,005	16	300	208.70
Rees, Eunice	Milton	Milton	do	26	Louisiana	2	79	358	8	15	38.50
Rowley, Lou M.	Red Oak	Red Oak	do	37	Texas	2	52	148	9	30	14.80
Read, Mrs. J. J.	Wapanucka	Wapanucka	do	47	Alabama	2	133	408	6	50	49.00
Roberts, W. D.	Hoyt	Hoyt	do	24	Kentucky	2	22	86	5	22	8.80
Strawn, Dan	Janis	Bayou	do	22	Arkansas	30	188	1,526	16	2	267.86
Smith, Mamie	Hugo	Spring Chapel	do	19	Texas	30	145	1,335	20	12	202.92
Strother, B. M.	Utica	Utica	do	27	do	30	172	1,208	15	59	247.52
Stalcup, Callie	Antlers	Pine Springs	do	38	Tennessee	40	187	1,886	19	7	360.00
Stanley, Arnold	Whitefield	Whitefield	do	24	Kentucky	2	85	1,912	24	58	191.00
Smith, Mary A.	Smithville	Beach Creek	do	49	Indiana	40	182	1,713	20	0	360.00
Thompson, Monroe	Whitefield	Whitefield	do	32	Texas	2	102	3,700	44	90	296.60
Tennent, Carrye	Grant	Grant	Indian	27	Indian Territory	2	173	2,598	22	18	284.60
Thomas, Mrs. Lucy	Garvin	Kulli Bok	do	24	do	30	183	1,447	11	0	265.13
Trotter, George	Tushkahoma	Big Lick	White	27	Missouri	50	82	3,209	47	0	237.10
Wilkins, A. J.	Bethel	Mount Zion	Indiau	23	Indian Territory	40	187	1,432	20	0	360.00
Watkins, E. W.	Mayhew	Pine Hill	White	35	Kentucky	35	33	100	6	0	52.50
Willingham, Cooper	Kulli Tuklo	Living Land	do	25	Arkansas	40	187	2,281	22	11	360.00
Windsor, I. H.	Spiro	Spiro	do	31	Missouri	2	144	2,534	21	166	282.50
Wingfield, Oza	Calvin	Calvin	Indian	27	Indian Territory	30	187	1,892	17	14	270.00
Wasson, T. F.	Midway	Black Jack	White	35	Illinois	30	82	412	9	9	138.39
Washburn, Ocie	Chula	Mount Pleasant	do	22	Indian Territory	30	163	671	13	8	237.06
Washburn, Charles W.	Shady Point	Bennington No. 2	do	58	New York	30	156	2,244	28	15	227.42
Ward, James E.	Fort Smith, Ark	Battiest	Negro	29	Texas	2	90	707	10	0	96.30
Woods, Simon H.	Talihina	Lenox No. 2	Indian	30	Indian Territory	30	89	997	15	0	124.00
Wasson, T. F.	Midway	Black Jack	White	35	Illinois	2	102	287	6	6	30.30

^aSee principal teacher.

Note.—Salaries marked \$2 indicate mixed or private schools in which the teachers receive \$2 per month for each Choctaw child in attendance.

Neighborhood schools—Continued.

SUMMARY.

Academies:		
Total enrollment		560
Average daily attendance		433.8
Total days attendance		132,030
Total salaries paid		\$21,032.05
Total other expenses		\$44,853.21
Total cost		\$65,885.26
Annual cost per pupil		\$152.10
Small boarding schools:		
Total enrollment		370
Total days attendance		17,875
Amount paid superintendents		\$15,344.10
Neighborhood schools:		
Number Indian children enrolled		2,689
Number white children enrolled		6,332
Total days attendance		233,369
Total salaries paid		\$33,230.71
Amount paid for text-books		\$532.00
Total cost		\$33,762.71
Other expenses:		
Salary of Mrs. J. B. Shoenfelt for March, April, May, and June as clerk to United States Indian agent, at \$85		\$340.00
Salary per diem and traveling expenses of the school supervisor, Choctaw Nation		\$2,141.59
Salary and traveling expenses of the Choctaw school representative		\$1,500.00
Office rent for school supervisor		\$120.00
General:		
Total enrollment in all schools		3,249
Total days attendance in all schools		365,429
Total salaries paid		\$54,262.76
Total other expenses		\$64,830.90
Total cost of schools		\$119,093.66

CONCLUSION.

The year's work has been a very pleasant one. I feel conscious of the responsibilities involved, and of the many burdens that weigh upon the supervisor, but the latter have been lightened by the hearty support I have at all times received from you, by the cordiality with which the people throughout the nation have received me, and by the active cooperation of the teachers under our charge. We desire to administer the affairs of the schools with such judgment as shall maintain and justify these confidences.

For all courtesies extended us I desire to express my appreciation. I desire also to express my gratitude to Mr. Eli E. Mitchell, the Choctaw representative, who has so ably and harmoniously worked with me in the management of the schools.

Judging from the many letters of inquiry, preparatory to the opening of the schools in September, I believe the educational interests in the Choctaw Nation are greater than they have ever been, and the prospects for next year's work are very flattering.

Very respectfully submitted

CALVIN BALLARD,
School Supervisor, Choctaw Nation.

Hon. JOHN D. BENEDICT,
Superintendent of Schools for Indian Territory.

REPORT OF CHICKASAW SCHOOL SUPERVISOR.

OFFICE OF SCHOOL SUPERVISOR CHICKASAW NATION,
Tishomingo, Ind. T., June 30, 1903.

SIR: I have the honor to submit herewith my second annual report as supervisor of schools for the Chickasaw Nation in the Indian Territory.

The extremely limited control possessed by the United States school officials over the schools of the Chickasaw Nation leaves very little to add to my report of last year, and the extreme jealousy on the part of the Chickasaws of any interference with their affairs renders it difficult to obtain information in regard to the schools and prevents cooperation in their improvement.

That their schools are extravagantly expensive and not only largely inefficient but in many cases positively detrimental to the best interests of their own pupils

must, I believe, be clear to any intelligent observer. Indeed many of their own best citizens admit this in private conversation, but for various reasons prefer not to be publicly quoted.

Some radical change is eminently desirable in justice to the children who are being sacrificed to financial and political purposes, for at far less expense than at present all the children of the nation, citizen and noncitizen, could be furnished with educational advantages far superior to those they now possess. It would seem that the conditions would fully justify the Government in assuming the entire control of the schools and administering them to the benefit of those for whom they are nominally designed, and the fact that the duration of present conditions soon expires by limitation, only strengthens the reason for such action.

To add to the embarrassment of the situation, the payment of school warrants is delayed so that holders are obliged to wait indefinitely for their payment or to sell them at heavy discounts, in some cases from 25 to 50 per cent, so that in large amounts they find their way into the hands of those who live near enough to the Chickasaw treasury to avail themselves promptly of any funds coming in, and thus obtain payment on their warrants in advance of those not so conveniently situated. In this may appear one very potent reason for the present condition of affairs.

This is especially burdensome to the teachers, whose salaries are thus reduced below what they nominally receive, and as a consequence as good a grade of work can not be obtained as if these warrants were promptly payable. I have reason to know that some better teachers could have been secured last year but for this condition of affairs, and several of those who were employed have told me that they would not have accepted their positions had they understood this matter in advance.

As the nation is understood to have funds at its command far beyond what would be required to pay all its indebtedness, it would seem to be exceedingly inconsistent and unbusinesslike to allow this condition of affairs to continue longer. Of course, the warrants will eventually be paid in full, and delay results from no thought of repudiation, while it does bring discredit upon the finances of the nation, and it is certainly poor financiering for a wealthy people, with abundant available resources, to allow its acknowledged obligations thus to accumulate.

Along the line of the noncitizen schools I observe very encouraging conditions.

The better towns are one after another rapidly providing for free schools, sustained for terms of three to eight months by local taxation; and when we remember that land is not taxable, we obtain a better idea of how much this means. Those towns which are permitted to issue bonds for school purposes are rapidly falling into line and the coming year will witness by far the greatest improvement of any in our history in new and improved school buildings and equipment, and this, of course, means improvement in the teaching.

This year two towns in the nation, as a temporary expedient, paid the tuition of their resident pupils in schools already established in their respective towns, but in both cases they have provided for free schools of their own for the coming year.

The free schools in the different towns are setting the highest standard of qualifications of teachers to be found in the nation, as their boards generally require a certificate of good grade from some acknowledged authority or some other testimonial of scholastic acquirement or successful experience.

There is among the noncitizen teachers a strong and growing desire for an examining board in which they shall be represented and which shall meet at convenient times and places for the examination of candidates and the granting of certificates which will be recognized by school boards and required as a prerequisite for employment in the schools.

While the larger towns are striving for and obtaining improved educational facilities, many of the smaller towns and most or all of the outlying country are in a deplorable condition.

In a great portion of them the schools are taken by some one who will work for what can be collected for tuition, who in many cases is entirely ignorant of the conditions of a good school or even of the subjects to be taught, many of these persons never having had the advantages of a good school themselves and scarcely any of them having made even the slightest special preparation for teaching. Frequently they stay but a few weeks and then move on, to be succeeded by others of similar kind.

The negroes also, except in two or three towns, have no school privileges whatever, for they are absolutely excluded as pupils from the schools attended by white or Indian children, and I am confident that a great majority of them have never seen the inside of a schoolhouse. Most of them are poor and unable to support schools of their own, even where enough live in any one neighborhood to warrant a separate schoolhouse, and they are growing up in gross ignorance and all its usual accompaniments, which the safety and prosperity of the rest of the community can not afford to permit. It is to be hoped that as soon as conditions will allow, some system will

be devised and put in operation by which the opportunities for education will be freely afforded to every child in the nation.

Five academies or boarding schools have this year been in operation in the Chickasaw Nation. Rock Academy, near Wapanucka, after lying vacant for about two years under condemnation as unsafe for occupancy, has been repaired at an expense of about \$4,000 and has an assigned quota of 60 boys. The contractor is Dr. J. L. Thomas. Bloomfield Seminary has been relet to E. B. Hinshaw, who for the past fifteen years has been connected with the school as teacher and contractor. Collins Institute has been let to A. R. Waite, and Mr. and Mrs. L. N. Turman have been made superintendents at the orphans' home.

In the four academies which are let by contract the compensation is based on the full quota of pupils and not upon the number in attendance, which in most cases is considerably below the assigned number.

The mission schools, of which these academies are the direct successors, left a very strong impression for good upon those who attended them, and it is not uncommon to hear men of middle age and past eulogize them in high terms on account of the personal character and qualifications of those in charge of them, and of the superior instruction and training which they afforded.

Another impediment to true progress is the prevalent feeling with regard to so-called colleges and institutions with high-sounding titles. Some of these are doing excellent work, but when they attempt to carry sixth-grade pupils in tenth-grade studies they are working injury rather than benefit. A general disparagement of these institutions would be unjust to several which are doing work which deserves only commendation, but under the delusive idea which largely prevails in a region but scantily provided with school privileges, that the usefulness of an institution is in direct proportion to greatness of name, many people will not send their children to any school less than a college or university.

We need no more colleges for some time to come, but next to an efficient system of public schools we do need several good academies which shall call themselves such and earn the right to do so.

Probably in no part of our country is the need of industrial training greater than here. Conditions hitherto existing have prevented, in great degree, the establishing of pleasant and comfortable permanent homes, and furnishing them with those little conveniences and adornments so common in other parts of our country, and I am more and more strongly impressed with the belief that nothing will contribute more to the advancement of these people than the construction and improvement of homes.

The allotment of the land, which is now in progress, provides a homestead for each one, and the money to be distributed per capita will afford the means of improving it, and if they can be taught and encouraged to do this it will be greatly to their advantage.

A teachers' normal institute was held by the Chickasaw authorities at Tishomingo in July last, with an attendance of about 75 members, and this year at the date of this report one is in progress at Ardmore, in which the teachers of the noncitizen schools have united with the citizen authorities in the work, much to its advantage.

The wretched condition of the roads during a large portion of the year almost absolutely prevented country driving, and the railroads also suffered so badly from the same causes that the visitation of the schools was much restricted by interruption of the means of travel.

A few statistics, the best that could be obtained, are herewith submitted, though they are very imperfect and contain some obvious errors.

In conclusion, allow me to thank you for uniform courtesy and much valued assistance.

Very respectfully,

GEO. BECK,
School Supervisor for Chickasaw Nation.

HON. JOHN D. BENEDICT,
Superintendent of Schools for Indian Territory.

BLOOMFIELD SEMINARY.

Employees.	Position.	Race.	Age.	Salary.	Amount received.	Months employed.
E. B. Hinshaw	Superintendent	White	42 .....	.....	.....	10
Mrs. M. E. Hinshaw	Matron	do	37 .....	.....	.....	10
C. G. Cates	Principal teacher	do	42 .....	.....	.....	10
Mica Mullins	Assistant teacher	do	26 .....	.....	.....	10
Zenoba Yarborough	do	do	23 .....	.....	.....	10
Sallie Young	do	do	40 .....	.....	.....	10
Libbie Bennett	do	do	27 .....	.....	.....	10
Nannie Scruggs	do	do	30 .....	.....	.....	10

Pupils enrolled	115
Average attendance	108
Total salaries paid and other expenses	\$16,500.00
Annual cost per pupil	\$152.77
Cost per pupil per month	\$15.27

COLLINS INSTITUTE.

Employees.	Position.	Race.	Age.	Salary.	Amount received.	Months employed.
A. R. Waite	Superintendent	Indian .....	.....	.....	.....	.....
Mrs. A. R. Waite	Music teacher	White .....	.....	.....	.....	.....
Sallie Ellis	Teacher	do .....	.....	\$50 .....	.....	.....
Sarah Shofstall	do	do .....	.....	45 .....	.....	.....
Estell Plummer	Matron	do .....	.....	50 .....	.....	.....
Irwin Taylor	Cook	do .....	.....	35 .....	.....	.....
Bessie Shannon	Dining room	do .....	.....	40 .....	.....	.....
J. C. Martin and wife	Cooks	do .....	.....	55 .....	.....	.....
L. J. Nelson and wife	do	do .....	.....	50 .....	.....	.....
Lula and Mattie Bandy	do	do .....	.....	30 .....	.....	.....
Anna McCarty	Matron	do .....	.....	30 .....	.....	.....
G. J. Kennedy	Laborer	do .....	.....	15 .....	.....	.....

Pupils enrolled	45
Average attendance	40
Total salaries paid	\$1,500.00
Total other expenses	\$5,500.00
Annual cost per pupil	\$175.00
Cost per pupil per month	\$17.50

HARLEY INSTITUTE.

Employees.	Position.	Race.	Age.	Salary.	Amount received.	Months employed.
S. M. White	Superintendent	White .....	.....	.....	.....	.....
C. C. Cross	Principal teacher	do .....	.....	\$750 .....	.....	10
Pearl Bradfield	Assistant teacher	do .....	.....	350 .....	.....	9
Lulu White	do	Indian .....	.....	350 .....	.....	9
Debbie Cordell	Music teacher	do .....	.....	400 .....	.....	7
J. Cordell	do	do .....	.....	300 .....	.....	10
George and Annie Smith	Cooks	Negro .....	.....	400 .....	.....	10
Adda Perkins	do	do .....	.....	250 .....	.....	10
B. H. Howard	Washing	Indian .....	.....	300 .....	.....	10
Jack Lowery	Laborer	do .....	.....	180 .....	.....	10

Pupils enrolled	106
Average attendance	76
Total salaries paid	\$3,480.00
Total other expenses	\$4,559.00
Annual cost per pupil	\$105.77
Cost per pupil per month	\$10.57

ORPHANS' HOME.

Employees.	Position.	Race.	Age.	Salary.	Amount received.	Months em- ployed.
L. N. Turman	Superintendent	Indian	43		\$1,500	12
Mrs. V. R. Turman	do	do	30			
J. F. McKinnon	Teacher	White	54		470	6
Miss T. Wheeler	do	do	33		240	8
Miss Annie McCarty	do	do	22		45	1½
Miss Anna Peake	do	do	30		60	1
Miss B. Butler	Music teacher	do	22		90	3
Miss Nettie Beall	do	do	25		90	3
Miss Lillie Higgins	Seamstress	do	25		225	9
Miss Katie Bruns	Cook	do	20		385	7
Mrs. Ray	do	do	22		80	2
Mrs. M. A. McKnight	Laundress	do	50		120	4
W. W. Richey	Farmer	do	45		360	12
Elmer Chaffee	Laborer	do	26		150	10

Pupils enrolled	66
Average attendance	51
Total salaries paid	\$3,815.00
Total other expenses	\$3,981.86
Annual cost per pupil	\$152.86
Cost per pupil per month	\$15.28

ROCK ACADEMY.

Employees.	Position.	Race.	Age.	Salary.	Amount received.	Months em- ployed.
J. L. Thomas	Contractor	White				
John T. Butcher	Teacher	do	26	\$75		4
James B. Dorris	do	do	35	40		4
Lillie Powers	do	do	26	40		5
Lillian Dale	Music teacher	do	25	40		8
James Hall	Cook	Negro	45	40		8
William Stevens	Choreman	do	30	20		8
Minnie Lee	Matron	White	26	16		

Pupils enrolled	61
Average attendance	47
Total salaries paid	\$1,588.00
Total, other expenses	\$4,762.00
Annual cost per pupil	\$135.10
Cost per pupil per month	\$19.30

Day schools in Chickasaw Nation.

Teacher.	School.	Post-office.	Race.	Salary.	Months taught.	Amount received.	Enroll- ment.	Average at- tend- ance.
C. J. Moore	Roff	Roff	White	\$65	10	\$650	65	60
Sudie Turner	do	do	do	32	7½	240		47
W. O. Harris	Guy	Sulphur	do					
Tenia Harris	do	do	Indian	325		2,350	115	100
Laura Carpenter	do	do	White					
Fannie Hooper	do	do	Indian					
George H. Priest	Yellow Spring	Jesse	White	45	10	450	630	390
Corinne Stout	Sulphur Spring	Ada	do	45	10	450		
Mary C. Heard	H. Colbert	Stonewall	do	45	10	450		
Lou Custis	Seely	Connerville	do	45	10	450		
Mrs. Ette Monts.	Sandy Creek	Wiley	do	45	10	450		
Belle Young	Davis	Davis	Indian	45	10	450		
Inez Hallenback	Burris	Teshomingo	White	45	10	450		
W. E. Finley	Kaney	Brownville	do	45	10	450		
Anna L. Marable	Lewis Keel	Reagan	do	45	10	450		
Pettie Mead	Emet	Emet	Indian	45	10	450		
J. B. Vandiver	McMillan	McMillan	do	45	10	450		
J. D. West	Double Spring	Mead	do	45	10	450		
Felix Grayson	Red Spring	Conway	do	45	10	450		
Total						9,090	800	550

The school at Roff has two teachers when they can be had.
 For the Guy School W. O. Harris receives amount as stated and employs teachers on his own terms.

For the 13 smaller schools Superintendent Cheadle said the board had made an average for one term and found attendance 30. He estimated the enrollment in each day school at 45.

EXPENSES.

Teachers' wages	\$9,090
Trustees 15 schools, \$25 each	375
Fuel 15 schools, \$20 each	300
Board, 550 pupils 10 months, at \$10	55,000
Books, estimated	300
Total	65,065

REPORT OF THE MINING TRUSTEES FOR THE CHOCTAW AND CHICKASAW NATIONS.

SOUTH McALESTER, IND. T., August 22, 1903.

SIR: We have the honor to respectfully submit herewith our report for the fiscal year ended June 30, 1903.

The following statements give the names of individuals and companies who are mining coal and asphalt in the Choctaw and Chickasaw nations on June 30, 1903:

Coal operators.

Name of operator.	Mines at—	Principal office.
Adkins, Charles G.	Cameron, Ind. T.	Cameron, Ind. T.
Ardmore Coal and Power Co.	Ardmore, Ind. T.	Ardmore, Ind. T.
Atoka Coal and Mining Co.	Lehigh, Ind. T.	St. Louis, Mo.
Bache & Denman Coal Co.	Red Oak, Ind. T.	South McAlester, Ind. T.
Bolen-Darnall Coal Co.	McAlester and Coleman, Ind. T.	Kansas City, Mo.
Brewer Mining Co.	Savanna, Ind. T.	Savanna, Ind. T.
Busby, William	Baker, Ind. T.	South McAlester, Ind. T.
Capital Coal and Mining Co.	Savanna, Ind. T.	Savanna, Ind. T.
Central Coal and Coke Co.	Carbon, Ind. T.	Kansas City, Mo.
Chambers, Thomas H.	Savanna, Ind. T.	McAlester, Ind. T.
Choctaw, Oklahoma and Gulf R. R. Co.	Alderson, Hartshorne, and Gowen, Ind. T.	Little Rock, Ark.
Coalgate Co.	Coalgate, Ind. T.	Coalgate, Ind. T.
Degnan & McConnell	Wilburton, Ind. T.	Wilburton, Ind. T.
Devlin-Wear Coal Co.	Poteau, Ind. T.	Kansas City, Mo.
Edwards & Son, D.	Kiowa, Ind. T.	Kiowa, Ind. T.
Folsom-Morris Coal Mining Co.	Midway, Ind. T.	Ardmore, Ind. T.
Fordyce, William C.	Coalgate, Ind. T.	St. Louis, Mo.
Hailey Coal and Mining Co.	Haileyville, Ind. T.	Haileyville, Ind. T.
Harrison, Edwin	Sutter, Ind. T.	Sutter, Ind. T.
Johnson Co.	McCurtain, Ind. T.	McCurtain, Ind. T.
Le Bosquet Coal and Mining Co.	Hughes, Ind. T.	Hughes, Ind. T.
Mazzard Coal and Mining Co.	Bokoshe, Ind. T.	Fort Smith, Ark.
Mexican Gulf Coal and Transportation Co.	Howe, Ind. T.	Howe, Ind. T.
Milby & Dow Coal and Mining Co.	Dow, Ind. T.	Houston, Tex.
Missouri, Kansas and Texas Coal Co.	Wilburton, Ind. T.	Wilburton, Ind. T.
McAlester and Galveston Coal Mining Co.	McAlester, Ind. T.	South McAlester, Ind. T.
McAlester Coal Mining Co.	Buck, Ind. T.	Buck, Ind. T.
McDougall Co.	Coalgate, Ind. T.	Coalgate, Ind. T.
McEvers, H. Newton	McAlester, Ind. T.	McAlester, Ind. T.
McMurray, John F.	Baker, Ind. T.	South McAlester, Ind. T.
Ola Coal and Mining Co.	Lutie, Ind. T.	Haileyville, Ind. T.
Osage Coal and Mining Co.	Krebs, Ind. T.	South McAlester, Ind. T.
Ozark Coal and Rwy. Co.	Panama, Ind. T.	Panama, Ind. T.
Perona, Mike	Savanna, Ind. T.	Savanna, Ind. T.
St. Louis and Galveston Coal and Mining Co.	Lehigh, Ind. T.	St. Louis, Mo.
Samples Coal and Mining Co.	McAlester, Ind. T.	McAlester, Ind. T.
San Bois Coal Co.	McCurtain, Ind. T.	Fort Smith, Ark.
Southwestern Development Co.	Coalgate, Ind. T.	Parsons, Kans.
Turkey Creek Coal Co.	Hughes, Ind. T.	Hughes, Ind. T.
Wilburton Coal and Mining Co.	Wilburton, Ind. T.	South McAlester, Ind. T.

Asphalt operators.

Name of operator.	Mines at—	Principal office.
Brunswick Asphalt Co.....	Dougherty, Ind. T.....	St. Louis, Mo.
Choctaw Asphalt Co.....	Antlers, Ind. T.....	Do.
Downard Asphalt Co.....	Ardmore, Ind. T.....	Lima, Ohio.
Elk Asphalt Co.....	Elk, Ind. T.....	New York City.
Farmer Asphalt Co.....	Victor, Ind. T.....	Roff, Ind. T.
Gilsonite Roofing and Paving Co.....	Gilsonite, Ind. T.....	St. Louis, Mo.
Ravia Asphalt Co.....	Ravia, Ind. T.....	Do.
Rock Creek Natural Asphalt Co.....	Gilsonite, Ind. T.....	Topeka, Kans.
Schneider, M. & A.....	Woodward, Ind. T.....	Ardmore, Ind. T.
Tar Spring Asphalt Co.....	Comanche, Ind. T.....	Comanche, Ind. T.

ROYALTY ON COAL AND ASPHALT.

The royalty on coal and asphalt is the same as it was at the date of our last annual report, namely:

On coal, 8 cents a ton on all coal mined, including slack.

On asphalt, 60 cents a ton on refined and 10 cents a ton on crude asphalt.

The following statements show the total amounts of coal and asphalt mined and the total amounts of royalty paid by each coal and asphalt operator in the Choctaw and Chickasaw nations during the fiscal year ended June 30, 1903:

Statement showing total amount of coal mined and royalty paid by each operator in Choctaw and Chickasaw nations, Ind. T., for fiscal year ended June 30, 1903, at 8 cents a ton.

Name of operator.	Coal mined.	Royalty paid.
	<i>Tons.</i>	
Adkins, Charles G.....	492	\$39.36
Alderson Coal Co. a.....	101,997.05	8,159.77
Ardmore Coal and Power Co.....	592	47.36
Arkansas-McAlester Coal Co.....	451.1	36.09
Atoka Coal and Mining Co.....	413,543	33,083.44
Bache & Denman.....	1,622.7	129.82
Bache & Denman Coal Co.....	973	77.84
Brewer Mining Co.....	3,303	264.24
Busby, William.....	48,509	3,880.72
Busby, William a.....	53,561	4,284.88
Bolen-Darnall Coal Co.....	87,633.9	7,010.71
Capital Coal and Mining Co.....	363	29.04
Chambers, Thomas H.....	110	8.80
Choctaw Coal and Mining Co.....	22,861	1,828.88
Choctaw Mining and Mercantile Co.....	3,257	260.56
Central Coal and Coke Co.....	26,698.3	2,135.45
Coalgate Co.....	51,879	4,150.32
Degnan & McConnell.....	163,972	13,117.76
Devlin-Wear Coal Co.....	63,361.95	5,068.95
Edwards & Son, D.....	15,727	1,258.16
Essen Coal Co.....	0	0
Folsom-Morris Coal Mining Co.....	16,622	1,329.76
Fordyce, William C.....	0	0
Ford, Mary A.....	189	15.12
Halley Coal and Mining Co.....	101,427	8,114.16
Harrison, Edwin.....	3,939	315.12
Johnson Co.....	18,308.6	1,464.68
Kansas and Texas Coal Co.....	30,896.35	2,471.71
Le Bosquet Coal and Mining Co.....	1,840	147.20
Mazzard Coal and Mining Co.....	80.5	6.44
Missouri, Kansas and Texas Coal Co.....	8,020	641.60
Milby & Dow Coal and Mining Co. a.....	156,992	12,559.36
Mexican Gulf Coal and Transportation Co. a.....	83,967	6,716.56
McAlester Coal Mining Co.....	80,915.5	6,473.24
McEvers, H. Newton.....	8,374	669.92
McAlester and Galveston Coal Mining Co.....	8,409	672.72
McDougal Co.....	59,255	4,740.40
McMurray, John F.....	34,110	2,728.80
McAlester Coal Co. a.....	238,075.5	19,046.04
Osage Coal and Mining Co.....	393,913	31,513.04
Ozark Coal and Railway Co.....	19,999.65	1,599.97
Ola Coal and Mining Co. a.....	81,393	6,511.44
Parsons, Mike.....	5,804	464.36
Perry Bros.....	74,508	5,960.64
Rock Island Coal Co. a.....	92,364.5	7,389.16

a Operations of these companies carried on under contract on approved leases of Choctaw, Oklahoma and Gulf Railroad Company.

Statement showing total amount of coal mined and royalty paid by each operator in Choctaw and Chickasaw nations, Ind. T., etc.—Continued.

Name of operator.	Coal mined.	Royalty paid.
	<i>Tons.</i>	
St. Louis-Galveston Coal and Mining Co.....	159	\$12.72
Samples Coal and Mining Co.....	49,312	3,944.96
San Bois Coal Co.....	45,015	3,601.20
Southwestern Coal and Improvement Co.....	18,871	1,569.68
Standard Coal Co.....	0	0
Southwestern Development Co.....	286,561	22,924.88
Turkey Creek Coal Co.....	31,780	2,542.40
Wilburton Coal and Mining Co. ^a	175,043	14,003.44
Grand total.....	3,187,035.6	254,962.87

^a Operations of these companies carried on under contract on approved leases of Choctaw, Oklahoma and Gulf Railroad Company.

Statement showing comparison of coal mined and royalty paid in fiscal year of 1903 with fiscal years of 1902 and 1901.

Year.	Tons.	Royalty.	Year.	Tons.	Royalty.
1903.....	3,187,035.6	\$254,962.87	1903.....	3,187,035.6	\$254,962.87
1902.....	2,735,365.455	218,829.27	1901.....	2,398,156.02	191,852.50
Increase.....	451,670.145	36,133.60	Increase.....	788,879.58	63,110.37

Statement showing total amount of asphalt mined and royalty paid by each operator in Choctaw and Chickasaw nations, Indian Territory, for fiscal year ended June 30, 1903, at 10 cents a ton.

Name of operator.	Asphalt mined.	Royalty paid.
	<i>Tons.</i>	
Brunswick Asphalt Co.....	800	\$80.00
Choctaw Asphalt Co.....	665	66.50
Downard Asphalt Co.....	1,698	169.80
Elk Asphalt Co.....	0	0
Farmer Asphalt Co.....	0	0
Gilsonite Roofing and Paving Co.....	858	85.80
Mills, George A. H.....	0	0
Ravia Asphalt Co.....	859	85.90
Rock Creek Natural Asphalt Co.....	395.37	39.54
Schneider, M. & A. ^a	98	9.80
Tar Spring Asphalt Co. ^a	47	4.70
Grand total.....	5,418.37	614.34

^a Refined asphalt, 60 cents a ton.

Statement showing comparison of asphalt mined and royalty paid in fiscal year of 1903 with fiscal years of 1902 and 1901.

Year.	Tons.	Royalty.	Year.	Tons.	Royalty.
1903.....	5,418.37	\$614.34	1903.....	5,418.37	\$614.34
1902.....	5,104.2	510.42	1901.....	3,492.97	349.30
Increase.....	314.17	103.92	Increase.....	1,925.4	265.04

RECAPITULATION OF COAL AND ASPHALT OUTPUT FOR 1903.

Mineral.	Amount mined.	Royalty paid.
	<i>Tons.</i>	
Coal.....	3,187,035.6	\$254,962.87
Asphalt.....	5,418.37	614.34
Grand total.....	3,192,453.97	255,577.21

Statement showing comparison of coal and asphalt mined and royalty paid in fiscal year of 1903 with fiscal years of 1902 and 1901.

Year.	Tons.	Royalty.	Year.	Tons.	Royalty.
1903.....	3,192,453.97	\$255,577.21	1903.....	3,192,453.97	\$255,577.21
1902.....	2,740,469.655	219,339.69	1901.....	2,401,648.99	192,201.80
Increase.....	451,984.315	36,237.52	Increase.....	790,804.98	63,375.41

COAL ACREAGE LEASED.

The total number of acres of land covered by coal leases approved during the year is 9,370, as shown by the following statement:

Name of lessee.	Number of leases.	Acres of land leased.
Adkins, Charles G.....	1	960
Ardmore Coal and Power Co.....	1	960
Brewer Mining Co.....	1	610
Folsom-Morris Coal Mining Co.....	1	960
Fordyce, William C.....	1	960
Johnson Co.....	1	960
Mazzard Coal and Mining Co.....	1	960
Perona, Mike.....	1	120
Perry Bros.....	1	960
San Bois Coal Co.....	1	960
Standard Coal Co.....	1	960
Total.....	11	9,370

RECAPITULATION.

Total number of acres of land covered by coal leases approved during fiscal year ended June 30, 1903.....	9,370
Total number of acres of land covered by coal leases approved previous to July 1, 1902.....	97,380
Grand total.....	106,750
Less San Bois Coal Company's lease No. 4, canceled.....	960
Total number of acres of land covered by approved coal leases June 30, 1903.....	105,790

ASPHALT ACREAGE LEASED.

The total number of acres of land covered by asphalt leases approved during the year is 2,560, as shown by the following statement:

Name of lessee.	Number of leases.	Acres of land leased.
Farmer Asphalt Co.....	1	480
Gilsonite Roofing and Paving Co.....	1	960
Mills, George A. H.....	1	480
Rock Creek Natural Asphalt Co.....	1	640
Total.....	4	2,560

RECAPITULATION.

Total number of acres of land covered by asphalt leases approved during fiscal year ended June 30, 1903.....	2,560
Total number of acres of land covered by asphalt leases approved previous to July 1, 1902.....	4,320
Total number of acres of land covered by approved asphalt leases, June 30, 1903.....	6,880

RECAPITULATION, SHOWING COAL AND ASPHALT ACREAGE LEASED.

Total number of acres of land covered by approved coal leases on June 30, 1903.....	105,790
Total number of acres of land covered by approved asphalt leases on June 30, 1903.....	6,880
Total number of acres of land covered by approved coal and asphalt leases on June 30, 1903.....	112,670

APPROVED COAL AND ASPHALT LEASES TRANSFERRED.

During the fiscal year ended June 30, 1903, approved coal leases have been transferred by approval of the Department as follows:

Lessee.	Number of leases.	Assignee.	Date of approval.
Arkansas-McAlester Coal Co	2	Bolen-Darnall Coal Co	July 8, 1902
Bache & Denman	1	Bache & Denman Coal Co	Mar. 24, 1903
Choctaw Coal and Mining Co	3	Harrison, Edwin	May 16, 1903
Essen Coal Co	1	San Bois Coal Co	June 6, 1903
Kansas and Texas Coal Co	4	Central Coal and Coke Co	Dec. 8, 1902
Perry Bros	1	Coalgate Co	Mar. 6, 1903
Southwestern Coal and Improvement Co.	10	Southwestern Development Co	Aug. 12, 1902
Total	22		

During the fiscal year ended June 30, 1903, the approved asphalt lease of Mr. George A. H. Mills was transferred to the Ravia Asphalt Company, by approval of the Department dated February 20, 1903.

RECAPITULATION.

Total number coal leases transferred	22
Total number asphalt leases transferred	1
Total number leases transferred	23

The following statements show the applications and the leases that have passed through our office and been acted on by the Department during the year:

Applications reported by mining trustees.

Name of applicant.	Mineral.	Applications applied for.	Applications recommended.
Brewer Mining Co	Coal	1	1
Brushy Creek Coal and Mining Co	do	1	1
Central Coal and Coke Co	do	2	2
Choctaw Mining and Mercantile Co	do	2	1
Eppstein, L. B.	do	1	0
Johnsville Coal and Mining Co	do	1	1
Kiowa Coal Co	do	1	1
Milby & Dow Coal and Mining Co	do	2	2
Mills, George A. H.	Asphalt	1	1
Perona, Mike	Coal	1	0
Perry Bros	do	1	1
Ralph Lawson Coal Co	do	1	1
Rock Creek Natural Asphalt Co	Asphalt	1	1
Schneider & Ledbetter	do	1	1
Total		17	14

Applications approved by the Department and forwarded to mining trustees for execution of leases.

Name of applicant.	Mineral.	Applications applied for.	Applications approved.
Adkins, Charles G	Coal	1	1
Brewer Mining Co	do	1	1
Farmer Asphalt Co	Asphalt	1	1
Fordyce, William C	Coal	1	1
Mills, George A. H.	Asphalt	1	1
Perona, Mike	Coal	1	1
Perry Bros	do	1	1
Rock Creek Natural Asphalt Co	Asphalt	1	1
Standard Coal Co	Coal	1	1
Total		9	9

Applications disapproved by the Department.

Name of applicant.	Mineral.	Applications.
Abbott, W. R.	Coal	1
Black Diamond Coal and Coke Co.	do	1
Blair, William	do	1
Brushy Creek Coal and Mining Co.	do	1
Caddo Asphalt Mining Co.	Asphalt	1
Carlisle Coal Co.	Coal	1
Central Coal and Coke Co.	do	2
Choctaw Coal and Coke Co.	do	1
Choctaw Mining and Mercantile Co.	do	2
Elliott Coal Co.	do	2
Eppstein, L. B.	do	1
Frisco Asphalt Co.	Asphalt	1
Johnsville Coal and Mining Co.	Coal	1
Kiowa-McAlester Coal Co.	do	1
Lawson, Ralph, Coal Co.	do	1
Mayo, Dave	do	1
Milby & Dow Coal and Mining Co.	do	2
Morton Coal Co.	do	1
Morton, John S.	do	1
Osage Coal and Mining Co.	do	1
Parsons Coal and Mining Co.	do	1
Perry Bros.	do	1
Renshaw & Watkins.	do	1
Schneider & Ledbetter	do	1
Sebastian Asphalt and Mining Co.	Asphalt	1
Tobucksy Coal Co.	Coal	1
Tobucksy Mining Co.	do	1
Williams & Davies.	do	1
Williams, Boone	Asphalt	1
Total		33

Leases executed by mining trustees and forwarded to Department.

Name of lessee.	Mineral.	Number of leases.
Adkins, Charles G.	Coal	1
Ardmore Coal and Power Co.	do	1
Brewer Mining Co.	do	1
Farmer Asphalt Co.	Asphalt	1
Folsom-Morris Coal Mining Co.	Coal	1
Fordyce, William C.	do	1
Gilsonite Roofing and Paving Co.	Asphalt	1
Johnson Co.	Coal	1
Mazzard Coal and Mining Co.	do	1
Mills, George A. H.	Asphalt	1
Perona, Mike	Coal	1
Perry Bros.	do	1
Rock Creek Natural Asphalt Co.	Asphalt	1
San Bois Coal Co.	Coal	1
Standard Coal Co.	do	1
Total		15

Leases approved by Department.

Name of lessee.	Mineral.	Number of leases.	Date of approval.
Adkins, Charles G.	Coal	1	July 23, 1902
Ardmore Coal and Power Co.	do	1	Aug. 22, 1902
Brewer Mining Co.	do	1	Sept. 19, 1902
Farmer Asphalt Co.	Asphalt	1	Sept. 22, 1902
Folsom-Morris Coal Mining Co.	Coal	1	Sept. 13, 1902
Fordyce, William C.	do	1	Oct. 11, 1902
Gilsonite Roofing and Paving Co.	Asphalt	1	Aug. 11, 1902
Johnson Co.	Coal	1	July 29, 1902
Mazzard Coal and Mining Co.	do	1	Sept. 20, 1902
Mills, George A. H.	Asphalt	1	Do.
Perona, Mike	Coal	1	Do.
Perry Bros.	do	1	Sept. 16, 1902
Rock Creek Natural Asphalt Co.	Asphalt	1	Sept. 19, 1902
San Bois Coal Co.	Coal	1	July 26, 1902
Standard Coal Co.	do	1	Sept. 24, 1902
Total		15	

LEASES CANCELED BY DEPARTMENT.

On July 26, 1902, the Department canceled the San Bois Coal Company's lease No. 4, and granted therefor another lease numbered 4, covering the following tracts:

SE. $\frac{1}{4}$ of section 25, N. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of section 36, township 7 north, range 16 east; and N. $\frac{1}{4}$ of N. $\frac{1}{4}$ of section 31, N. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of section 32, SW. $\frac{1}{4}$ of section 29, and the S. $\frac{1}{4}$ of section 30, township 7 north, range 17 east.

RECAPITULATION.

Applications reported by mining trustees:	14
(a) For coal	3
(b) For asphalt	17
Applications recommended by mining trustees:	11
(a) For coal	3
(b) For asphalt	14
Applications approved by Department:	6
(a) For coal	3
(b) For asphalt	9
Applications disapproved by Department:	28
(a) For coal	5
(b) For asphalt	33
Leases executed by mining trustees:	11
(a) For coal	4
(b) For asphalt	15
Leases approved by Department:	11
(a) For coal	4
(b) For asphalt	15

RECAPITULATION SHOWING TOTAL NUMBER OF LEASES IN EFFECT.

Leases in effect June 30, 1902.....	110
Leases approved during fiscal year ended June 30, 1903.....	15
Grand total	125
Leases canceled during the year.....	1
Total number of leases in effect June 30, 1903	124
Classified as to mineral:	114
Coal.....	10
Asphalt.....	124
Total.....	124

Respectfully submitted.

HAMPTON TUCKER,
Trustee for Choctaw Nation.
CHARLES D. CARTER,
Trustee for Chickasaw Nation.

Hon. J. GEORGE WRIGHT,
United States Indian Inspector for Indian Territory.

REPORT OF SUPERVISING ENGINEER.

MUSCOGEE, IND. T., August 27, 1903.

SIR: I herewith submit annual report of work done for the year ending June 30, 1903.

In the surveying and platting of the town sites the corners of the segregation, as approved by the honorable Secretary of the Interior, are accurately located from the section and quarter section corners as set by the United States Geological Survey.

The railroad grounds are then carefully located in accordance with plats filed with and approved by the Secretary of the Interior under the various acts of Congress. After the railroad grounds are located the streets and alleys are platted to conform to existing conditions as near as it is practicable to do so. The holdings of the different individuals are then carefully measured and platted and divided into lots conforming as near as possible to the improvements which are erected thereon.

Following is a complete list of all the towns in the Indian Territory which have been and are to be surveyed and platted:

CHEROKEE NATION.

Afton.	Claremore.	Maple.	Sallisaw.
Adair.	Fairland.	McLain.	Texanna.
Bluejacket.	Fort Gibson.	Nowata.	Talala.
Bennett.	Gritts.	North Tulsa.	Tahlequah.
Briartown.	Grove.	Oologah.	Vian.
Beggs.	Gaug.	Owasso.	Vinita.
Big Cabin.	Hillside.	Ochelata.	Vera.
Bartlesville.	Hanson.	Fryorcreek.	Welch.
Catoosa.	Ketchum.	Feggs.	Watova.
Chelsea.	Kansas.	Redland.	Webbers Falls.
Campbell.	Lawton.	Ruby.	Westville.
Choteau.	Long.	Ramona.	
Collinsville.	Lenapah.	Spavinaw.	
Centralia.	Muldrow.	Stilwell.	

The towns of Owasso, Vera, Watova, Ochelata, Lawton, Hillside, Bennett, Spavinaw, and Ruby, having a total of 340 acres, and all having a population of less than 200 people, remain unsurveyed. A surveying party will have to be returned to Tahlequah to plat additional station grounds acquired by the Ozark and Cherokee Central Railway Company under the act of February 28, 1902, and also to survey and plat the Baptist Mission reservation, as approved by the honorable Secretary on March 6, 1903, 51.2 acres of said mission being within the town limits and 43.1 acres being outside of the town limits.

CREEK NATION.

Alabama.	Eufaula.	Muskogee.	Wetumka.
Beggs.	Gibson Station.	Mounds.	Winchell.
Bristow.	Henryetta.	Okmulgee.	Wildcat.
Bixby.	Holdenville.	Redfork.	Yager.
Checotah.	Inola.	Sapulpa.	
Clarksville.	Kellyville.	Tulsa.	
Coweta.	Lee.	Wagoner.	

All towns in the Creek Nation have been surveyed and platted and the plats approved by the honorable Secretary of the Interior.

CHOCTAW NATION.

Antlers.	Coalgate.	Hartshorne.	Sterrett.
Allen.	Calvin.	Ironbridge.	Spiro.
Albany.	Crowder City.	Jackson.	Stigler.
Alderson.	Dexter.	Kennady.	Soper.
Atoka.	Durant.	Krebs.	Summerfield.
Bengal.	Ego.	Kosoma.	Savanna.
Boggy Depot.	Enterprise.	Kiowa.	Star.
Bower.	Fanshawe.	Lehigh.	Sansbois.
Bennington.	Fort Towson.	Leflore.	Stringtown.
Blue.	Folsom.	McCurtain.	Shadypoint.
Blaine.	Grant.	McAlester.	Tuskahoma.
Braden.	Garland.	Monroe.	Talihina.
Boswell City.	Garvin.	Muse.	Tamaha.
Bokchito.	Gilbert.	Newburg.	Utica.
Brooken.	Gowen.	Owl.	Valliant.
Byrne.	Guertie.	Oconee.	Wapanucka.
Caney.	Hunter (New Bokchito).	Oaklodge.	Whitefield.
Cartersville.	Heavener.	Poteau.	Wilburton.
Caddo.	Hoyt.	Phillips.	Wister.
Cameron.	Howe.	Purnell.	Wade.
Canadian.	Halleyville.	Redoak.	
Cowlington.	Harrington.	Roberta.	
Citra.	Hugo.	South McAlester.	

The towns of Phillips, Alderson, Gowen, Crowder City, and McCurtain, having a total area of 1,074.84 acres, remain to be surveyed. A surveying party will have to be returned to the following towns:

Coalgate, to survey and plat additional lands acquired by the Texas and Oklahoma Railway, under the act of February 28, 1902.

Hartshorne, Haileyville, and Krebs, to plat the Indian Territory Traction Company's alignment. (An amended plat of this alignment was found necessary, but the same has not yet been submitted to the honorable Secretary.)

Savanna, to plat additional grounds acquired by the Missouri, Kansas and Texas Railway, under the act of February 28, 1902.

Hugo, to plat additional grounds acquired by the St. Louis, San Francisco and New Orleans Railway (Frisco System), under the act of February 23, 1902.

CHICKASAW NATION.

Ardmore.	Erin Springs.	Loco.	Ravia.
Ada.	Emet.	Marietta.	Roff.
Addington.	Earl.	McGee.	Reagan.
Atlee.	Elmore.	Madill.	Robberson.
Alma.	Eastman.	Mingo.	Reck.
Ara.	Elk.	Marlow.	Silo.
Aylesworth.	Francis.	Marsden.	Stonewall.
Bryant (Millcreek).	Fitzhugh.	Milburn.	Sugden.
Berwyn.	Fox.	Mead.	Springer.
Brock.	Foster.	Maxwell.	Scullin.
Bailey.	Graham.	McMillan.	Sneed.
Burneyville.	Glenn.	Midland.	Sulphur.
Bebee.	Grady.	Mannsville.	Terral.
Brady.	Helen.	Newport.	Tishomingo.
Bee.	Hart.	Ninnekah.	Tyrola.
Colbert.	Holder.	Orr.	Tatums.
Center.	Hennepin.	Oakland.	Tussy.
Chickasha.	Hird.	Oakman.	Teller.
Connerville.	Homer.	Okra.	Tyler.
Cumberland.	Harrisburg.	Overbrook.	Thackerville.
Comanche.	Hunton.	Orinne.	Troy.
Cliff.	Hewitt.	Purdy.	Velma.
Chism.	Healdton.	Paoli.	Viola.
Cornish.	Hickory.	Pontotoc.	Woodville.
Dougherty.	Iona.	Pauls Valley.	Wynnewood.
Davis.	Jesse.	Purcell.	Woodford.
Duncan.	Johnson.	Powell.	Wallville.
Durwood.	Kemp.	Platter.	Whitehead.
Dolberg.	Keller.	Pike.	Woolsey.
Dibble.	Lebanon.	Palmer.	Wayne.
Dixie.	Leon.	Provence.	Wiley.
Doyle.	Lonegrove.	Rush Springs.	
Drake.	Lindsay.	Ryan.	

The towns of Sulphur, Durwood, and Lindsay remain unsurveyed. A surveying party will have to be returned to the following towns:

Milburn, to survey and plat additional lands acquired by the Western Oklahoma Railway (Rock Island System), under act of February 28, 1902.

Francis, Ada, Roff, Scullin, Millcreek, Ravia, Madill, and Helen, to survey and plat additional lands acquired by the St. Louis, Oklahoma and Southern Railway (Frisco System), under act of February 28, 1902.

Section 53 of the supplemental agreement between the Choctaw and Chickasaw Indians and the United States Government (Public 228) provides as follows:

Such towns in the Choctaw and Chickasaw nations as may have a population of less than two hundred people, not otherwise provided for, and which in the judgment of the Secretary of the Interior should be set aside as town sites, shall have their limits defined not later than ninety days after the final ratification of this agreement, in the same manner as herein provided for other town-sites, but in no such case shall more than forty acres of land be set aside for any such town site.

After a careful examination of all the towns in the Choctaw and Chickasaw nations it was found by such examination that there were 100 towns having a population of less than 200 people to be surveyed. While the section above mentioned specified that the exterior limits only were to be completed within ninety days, it was deemed advisable to complete the exterior and interior surveys of each town while the surveying party was on the ground, to save time and expense. The total of 100 towns was completed in eighty-five days, including Sundays, after the ratification of the supplemental agreement. A very large majority of the small towns were in the interior, and the only mode of conveyance from town to town was by team and wagons. This was necessarily slow on account of the bad condition of the roads at the time surveys were made.

Owing to the furloughing of all the surveying parties on March 13, 1903, the field-work has been at a standstill, but this force will be reinstated on September 1, 1903, and the work will be pushed to completion as rapidly as possible.

Respectfully submitted.

JOHN G. JOYCE, JR.,
Acting Supervising Engineer.

Hon. J. GEORGE WRIGHT,
United States Indian Inspector for Indian Territory.

MEMORANDUM COVERING WORK OF THE REVENUE INSPECTOR FOR THE CREEK, CHEROKEE, AND CHICKASAW NATIONS, INDIAN TERRITORY, FOR THE FISCAL YEAR ENDED JUNE 30, 1903.

No annual report is submitted, owing to the fact that Mr. Guy P. Cobb, who held the position of revenue inspector practically the entire year, resigned and severed his connection with the service on April 30, 1903, and the position was not filled until after June 30, 1903.

All payments on account of tribal revenues in the Creek and Cherokee nations, and the tax upon live stock introduced into the Chickasaw Nation, are made direct to the United States Indian agent at Union Agency, it being the duty of the revenue inspector and his assistants to ascertain from whom payments are due, serve notices, and see that all proper payments are made.

During the months of May and June, after Mr. Cobb severed his connection with the service, the work of the revenue inspector's office was supervised by the United States Indian inspector for Indian Territory, and carried on with the assistance of the several district inspectors.

CREEK NATION.

In view of the provisions of the Indian appropriation act, approved May 27, 1902 (32 Stat., 245), making it unlawful to remove noncitizens who are in possession of town lots in regularly established towns, persons owing privilege or occupancy taxes declined to further pay the same. Steps were then taken to close the stores or places of business of those refusing to pay, whereupon a temporary injunction was granted by Hon. Joseph A. Gill, judge of the United States court for the northern district, and in view of this action practically no payments on account of privilege or occupancy taxes in the Creek Nation were made during the year.

The revenue inspector, however, was successful in requiring large payments due the tribe on account of cattle grazed upon the public domain, such payments being made to the United States Indian agent under regulations of the Department.

The following statement is submitted, showing the moneys collected during the year which can be considered as tribal revenue:

Coal royalty	\$1,505.29
Hay	26.50
Occupation	3.00
Pasture and cattle revenues	24,795.70
Timber	20.00
Total	26,350.49

Of the above amount the sum of \$3,067.11 was paid during the months of May and June, after the revenue inspector had resigned.

CHEROKEE NATION.

The amounts paid the United States Indian agent during the year which can be considered as tribal revenue are shown in the following statement:

Hay royalty	\$3,444.82
Coal royalty	2,813.66
Oil and gas	1,300.00
Merchandise tax	88.48
Gravel royalty	70.40
Ferry charters	178.77
Stone	286.63
Total	8,182.76

Of the above amount the sum of \$212.33 was collected during the months of May and June, after Mr. Cobb left the service.

It will be noted from the above statement that the largest item of revenue collected for the Cherokee Nation during the year was on account of hay royalty, the tribal laws providing for a royalty of 20 cents per ton on all hay shipped beyond the limits of the Cherokee Nation.

More difficulty was had during the past year than during any previous year in the collection of this hay royalty, but under the regulations of the Department the railroad companies are now cooperating with the officials of the Department and have issued instructions to their station agents not to accept hay for shipment until advised that the royalty is paid.

CHICKASAW NATION.

In the Chickasaw Nation the work of the revenue inspector and his assistants has been in the matter of the collection of the tribal tax upon live stock, the National Legislature having authorized and requested the Department to collect such tax, the expenses of such work to be paid from the collections. Under such tribal legislation regulations were promulgated by the Secretary of the Interior.

The validity of this tax was tested in the courts in the Indian Territory, in the supreme court of the District of Columbia, and the court of appeals of the District of Columbia, but all of such courts sustained the Department in its action and denied the applications for injunctions.

The United States Indian agent was directed to remove from the Chickasaw Nation all cattle pastured and held in that nation contrary to the regulations of the Department. When these removals were attempted to be made, the clerks and deputy clerks of the court issued writs of replevin, but the matter having been submitted to the attorney-general and the judge of the court for the southern district, orders were issued directing such clerks and deputy clerks to cease issuing these writs.

The amount of money collected by the Indian agent on account of tax on live stock introduced into the Chickasaw Nation during the fiscal year was \$30,511.65, of which amount \$1,277.30 was paid during the months of May and June.

APPENDIX NO. 1.

AGREEMENT BETWEEN THE COMMISSION TO THE FIVE CIVILIZED TRIBES AND THE SEMINOLE COMMISSION.

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 town site 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 23, 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 noncitizens, 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 a relinquishment of the right, title, and interest of the United States in and to the land embraced in said conveyance, and as a guaranty 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 non-taxable, 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 7, 1897, in any manner affecting the proceedings of the general council of the Seminole Nation.

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.

TAMS 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. KINKHEE,
THOMAS WEST,
THOMAS FACTOR,
Seminole Commission.

A. J. BROWN,
Secretary.

APPENDIX NO. 2.

[PUBLIC—No. 162.]

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 embracery 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 situated 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 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 in 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 con-

ferred 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 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 appraisement, 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 appraisement 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 appraisement 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 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 allotments 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 R. 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 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. 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 tribes 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 the 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 for 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 the 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 Atoka, 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.

APPENDIX NO. 3.

[PUBLIC—No. 112.]

AN ACT To ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the agreement negotiated between the Commission to the Five Civilized Tribes and the Muscogee or Creek tribe of Indians at the city of Washington on the eighth day of March, nineteen hundred, as herein amended, is hereby accepted, ratified, and confirmed, and the same shall be of full force and effect when ratified by the Creek national council. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek national council and lay before it this agreement and the act of Congress ratifying it, and if the agreement be ratified by said council, as provided in the constitution of said nation, he shall transmit to the President of the United States the act of council ratifying the agreement, and the President of the United States shall thereupon issue his proclamation declaring the same duly ratified, and that all the provisions of this agreement have become law according to the terms thereof: *Provided,* That such ratification by the Creek national council shall be made within ninety days from the approval of this act by the President of the United States.

This agreement by and between 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 Muscogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of said tribe by Pleasant Porter, principal chief, and George A. Alexander, David M. Hodge, Isparhecher, Albert P. McKellop, and Cub McIntosh, delegates, duly appointed and authorized thereunto,

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

DEFINITIONS.

1. The words "Creek" and "Muscogee," as used in this agreement, shall be deemed synonymous, and the words "Creek Nation" and "tribe" shall each be deemed to refer to the Muscogee Nation or Muscogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muscogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muscogee tribe or nation of Indians. The words "The Dawes Commission" or "Commission" shall be deemed to refer to the United States Commission to the Five Civilized Tribes.

GENERAL ALLOTMENT OF LANDS.

2. All lands belonging to the Creek tribe of Indians in the Indian Territory, except town sites and lands herein reserved for Creek schools and public buildings, shall be appraised at their true value, excluding only lawful improvements on lands in actual cultivation. The appraisement shall be made under direction of the Dawes Commission by such number of committees, with necessary assistance, as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. Each committee shall make report of its work to said Commission, which shall from time to time prepare reports of same, in duplicate, and transmit them to the Secretary of the Interior for his approval, and when approved one copy thereof shall be returned to the office of said Commission for its use in making allotments as herein provided.

3. All lands of said tribe, except as herein provided, shall be allotted among the citizens of the tribe by said Commission so as to give each an equal share of the whole in value, as nearly as may be, in manner following: There shall be allotted to each citizen one hundred and sixty acres of land—boundaries to conform to the Government survey—which may be selected by him so as to include improvements which belong to him. One hundred and sixty acres of land, valued at six dollars and fifty cents per acre, shall constitute the standard value of an allotment, and shall be the measure for the equalization of values; and any allottee receiving lands of less than such standard value may, at any time, select other lands, which, at their

appraised value, are sufficient to make his allotment equal in value to the standard so fixed.

If any citizen select lands the appraised value of which, for any reason, is in excess of such standard value, the excess of value shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and money equal in value to his allotment. If any citizen select lands the appraised value of which is in excess of such standard value, he may pay the overplus in money, but if he fail to do so, the same shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds until all other citizens shall have received lands and funds equal in value to his allotment; and if there be not sufficient funds of the tribe to make the allotments of all other citizens of the tribe equal in value to his, then the surplus shall be a lien upon the rents and profits of his allotment until paid.

4. Allotment for any minor may be selected by his father, mother, or guardian, in the order named, and shall not be sold during his minority. All guardians or curators appointed for minors and incompetents shall be citizens.

Allotments may be selected for prisoners, convicts, and aged and infirm persons by their duly appointed agents, and for incompetents by guardians, curators, or suitable persons akin to them, but it shall be the duty of said commission to see that such selections are made for the best interests of such parties.

5. If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but after the expiration of ninety days from the ratification of this agreement any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisal committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

6. All allotments made to Creek citizens by said commission prior to the ratification of this agreement, as to which there is no contest, and which do not include public property, and are not herein otherwise affected, are confirmed, and the same shall, as to appraisal and all things else, be governed by the provisions of this agreement; and said commission shall continue the work of allotment of Creek lands to citizens of the tribe as heretofore, conforming to provisions herein; and all controversies arising between citizens as to their right to select certain tracts of land shall be determined by said commission.

7. Lands allotted to citizens hereunder shall not in any manner whatsoever, or at any time, be incumbered, taken, or sold to secure or satisfy any debt or obligation contracted or incurred prior to the date of the deed to the allottee therefor, and such lands shall not be alienable by the allottee or his heirs at any time before the expiration of five years from the ratification of this agreement, except with the approval of the Secretary of the Interior.

Each citizen shall select from his allotment forty acres of land as a homestead, which shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years, for which he shall have a separate deed, conditioned as above: *Provided*, That selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves may be made in the manner herein provided for the selection of their allotments; and if, for any reason, such selection be not made for any citizen, it shall be the duty of said commission to make selection for him.

The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after the ratification of this agreement, but if he have no such issue, then he may dispose of his homestead by will, free from limitation herein imposed, and if this be not done, the land shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, free from such limitation.

8. The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided, and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land.

9. When allotment of one hundred and sixty acres has been made to each citizen, the residue of lands, not herein reserved or otherwise disposed of, and all the funds arising under this agreement shall be used for the purpose of equalizing allotments, and if the same be insufficient therefor, the deficiency shall be supplied out of any other funds of the tribe, so that the allotments of all citizens may be made equal in value, as nearly as may be, in manner herein provided.

TOWN SITES.

10. All towns in the Creek Nation having a present population of two hundred or more shall, and all others may, be surveyed, laid out, and appraised under the provisions of an Act of Congress entitled "An Act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and one, and for other purposes," approved May thirty-first, nineteen hundred, which said provisions are as follows:

"That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks, the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations, as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

"Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the Act of June twenty-eighth, eighteen hundred and ninety-eight, entitled 'An Act for the protection of the people of the Indian Territory, and for other purposes,' shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

"The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing Act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

"Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee Nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that Nation. Every such local commission shall be appointed in the manner provided in the Act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled 'An Act for the protection of the people of the Indian Territory.'

"The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

"As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisal of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such

appraisement and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

"The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

"It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

"Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive or principal chief of said nation fails or refuses to appoint a town-site commissioner for any town or to fill any vacancy caused by the neglect or refusal of the town site commissioner appointed by the chief executive or principal chief of said nation to qualify or act, in his discretion appoint a commissioner to fill the vacancy thus created."

11. Any person in rightful possession of any town lot having improvements thereon, other than temporary buildings, fencing, and tillage, shall have the right to purchase such lot by paying one-half of the appraised value thereof, but if he shall fail within sixty days to purchase such lot and make the first payment thereon, as herein provided, the lot and improvements shall be sold at public auction to the highest bidder, under direction of the appraisement commission, at a price not less than their appraised value, and the purchaser shall pay the purchase price to the owner of the improvements, less the appraised value of the lot.

12. Any person having the right of occupancy of a residence or business lot or both in any town, whether improved or not, and owning no other lot or land therein, shall have the right to purchase such lot by paying one-half of the appraised value thereof.

13. Any person holding lands within a town occupied by him as a home, also any person who had at the time of signing this agreement purchased any lot, tract, or parcel of land from any person in legal possession at the time, shall have the right to purchase the lot embraced in same by paying one-half of the appraised value thereof, not, however, exceeding four acres.

14. All town lots not having thereon improvements, other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after their appraisement, under direction of the Secretary of the Interior, after due advertisement, at public auction to the highest bidder at not less than their appraised value.

Any person having the right of occupancy of lands in any town which has been or may be laid out into town lots, to be sold at public auction as above, shall have the right to purchase one-fourth of all the lots into which such lands may have been divided at two-thirds of their appraised value.

15. When the appraisement of any town lot is made, upon which any person has improvements as aforesaid, said appraisement commission shall notify him of the amount of said appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, as herein provided, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money in three equal annual installments, without interest.

Any person who may purchase an unimproved lot shall proceed to make payment

for same in such time and manner as herein provided for the payment of sums due on improved lots, and if in any case any amount be not paid when due, it shall thereafter bear interest at the rate of ten per centum per annum until paid. The purchaser may in any case at any time make full payment for any town lot.

16. All town lots purchased by citizens in accordance with the provisions of this agreement shall be free from incumbrance by any debt contracted prior to date of his deed therefor, except for improvements thereon.

17. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided, and the same shall constitute a lien upon the interest of the purchaser therein after any payment thereon has been made by him, and if forfeiture of any lot be made all taxes assessed against such lot shall be paid out of any money paid thereon by the purchaser.

18. The surveyors may select and locate a cemetery within suitable distance from each town, to embrace such number of acres as may be deemed necessary for such purpose, and the appraisement commission shall appraise the same at not less than twenty dollars per acre, and the town may purchase the land by paying the appraised value thereof; and if any citizen have improvements thereon, other than fencing and tillage, they shall be appraised by said commission and paid for by the town. The town authorities shall dispose of the lots in such cemetery at reasonable prices, in suitable sizes for burial purposes, and the proceeds thereof shall be applied to the general improvement of the property.

19. The United States may purchase, in any town in the Creek Nation, suitable land for court-houses, jails, and other necessary public buildings for its use, by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such buildings are to be erected; and if any person have improvements thereon, other than temporary buildings, fencing, and tillage, the same shall be appraised and paid for by the United States.

20. Henry Kendall College, Nazareth Institute, and Spaulding Institute, in Muskogee, may purchase the parcels of land occupied by them, or which may have been laid out for their use and so designated upon the plat of said town, at one-half of their appraised value, upon conditions herein provided; and all other schools and institutions of learning located in incorporated towns in the Creek Nation may, in like manner, purchase the lots or parcels of land occupied by them.

21. All town lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be properly conveyed to the churches to which such improvements belong gratuitously, and if such churches have other adjoining lots inclosed, actually necessary for their use, they may purchase the same by paying one-half the appraised value thereof.

22. The towns of Clarksville, Coweta, Gibson Station, and Mounds may be surveyed and laid out in town lots and necessary streets and alleys, and platted as other towns, each to embrace such amount of land as may be deemed necessary, not exceeding one hundred and sixty acres for either, and in manner not to include or interfere with the allotment of any citizen selected prior to the date of this agreement, which survey may be made in manner provided for other towns; and the appraisement of the town lots of said towns may be made by any committee appointed for either of the other towns hereinbefore named, and the lots in said towns may be disposed of in like manner and on the same conditions and terms as those of other towns. All of such work may be done under the direction of and subject to the approval of the Secretary of the Interior.

TITLES.

23. Immediately after the ratification of this agreement by Congress and the tribe, the Secretary of the Interior shall furnish the principal chief with blank deeds necessary for all conveyances herein provided for, and the principal chief shall thereupon proceed to execute in due form and deliver to each citizen who has selected or may hereafter select his allotment, which is not contested, a deed conveying to him all right, title, and interest of the Creek Nation and of all other citizens in and to the lands embraced in his allotment certificate, and such other lands as may have been selected by him for equalization of his allotment.

The principal chief shall, in like manner and with like effect, execute and deliver to proper parties deeds of conveyance in all other cases herein provided for. All lands or town lots to be conveyed to any one person shall, so far as practicable, be included in one deed, and all deeds shall be executed free of charge.

All conveyances shall be approved by the Secretary of the Interior, which shall

serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his deed.

Any allottee accepting such deed shall be deemed to assent to the allotment and conveyance of all the lands of the tribe, as provided herein, and as a relinquishment of all his right, title, and interest in and to the same, except in the proceeds of lands reserved from allotment.

The acceptance of deeds of minors and incompetents, by persons authorized to select their allotments for them, shall be deemed sufficient to bind such minors and incompetents to allotment and conveyance of all other lands of the tribe, as provided herein.

The transfer of the title of the Creek tribe to individual allottees and to other persons, as provided in this agreement, shall not inure to the benefit of any railroad company, nor vest in any railroad company, any right, title, or interest in or to any of the lands in the Creek Nation.

All deeds when so executed and approved shall be filed in the office of the Dawes Commission, and there recorded without expense to the grantee, and such records shall have like effect as other public records.

RESERVATIONS.

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

- (a) All lands herein set apart for town sites.
- (b) All lands to which, at the date of the ratification of this agreement, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroad.
- (c) Forty acres for the Eufaula High School.
- (d) Forty acres for the Wealaka Boarding School.
- (e) Forty acres for the Newyaka 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) All lands selected for town cemeteries, as herein provided.
- (n) The lands occupied by the university established by the American Baptist Home Mission Society, and located near the town of Muskogee, to the amount of forty acres, which shall be appraised, excluding improvements thereon, and said university shall have the right to purchase the same by paying one-half the appraised value thereof, on terms and conditions herein provided. All improvements made by said university on lands in excess of said forty acres shall be appraised and the value thereof paid to it by the person to whom such lands may be allotted.
- (o) One acre each for the six established Creek court-houses, with the improvements thereon.
- (p) One acre each for all churches and schools outside of towns now regularly used as such.

All reservations under the provisions of this agreement, except as otherwise provided herein, when not needed for the purposes for which they are at present used, shall be sold at public auction to the highest bidder, to citizens only, under directions of the Secretary of the Interior.

MUNICIPAL CORPORATIONS.

25. Authority is hereby conferred upon municipal corporations in the Creek Nation, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes, and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nation and made applicable to the cities and towns therein the same as if specially enacted in reference thereto.

CLAIMS.

26. All claims of whatsoever nature, including the "Loyal Creek claim" under Article Four of the treaty of eighteen hundred and sixty-six, and the "Self-emigra-

tion claim" under Article Twelve of the treaty of eighteen hundred and thirty-two, which the tribe or any individual thereof may have against the United States, or any other claim arising under the treaty of eighteen hundred and sixty-six, or any claim which the United States may have against said tribe, shall be submitted to the Senate of the United States for determination; and within two years from the ratification of this agreement the Senate shall make final determination thereof; and in the event that any sums are awarded the said tribe, or any citizen thereof, provision shall be made for immediate payment of same.

Of these claims the "Loyal Creek claim," for what they suffered because of their loyalty to the United States Government during the civil war, long delayed, is so urgent in its character that the parties to this agreement express the hope that it may receive consideration and be determined at the earliest practicable moment.

Any other claim which the Creek Nation may have against the United States may be prosecuted in the Court of Claims of the United States, with right of appeal to the Supreme Court; and jurisdiction to try and determine such claim is hereby conferred upon said courts.

FUNDS OF THE TRIBE.

27. All treaty funds of the tribe shall hereafter be capitalized for the purpose of equalizing allotments and for the other purposes provided in this agreement.

ROLLS OF CITIZENSHIP.

28. No person, except as herein provided, shall be added to the rolls of citizenship of said tribe after the date of this agreement, and no person whomsoever shall be added to said rolls after the ratification of this agreement.

All citizens who were living on the first day of April, eighteen hundred and ninety-nine, entitled to be enrolled under section twenty-one of the Act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An Act for the protection of the people of the Indian Territory, and for other purposes," shall be placed upon the rolls to be made by said commission under said Act of Congress, and if any such citizen has died since that time, or may hereafter die, before receiving his allotment of lands and distributive share of all the funds of the tribe, the lands and money to which he would be entitled, if living, shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

All children born to citizens so entitled to enrollment, up to and including the first day of July, nineteen hundred, and then living, shall be placed on the rolls made by said commission; and if any such child die after said date, the lands and moneys to which it would be entitled, if living, shall descend to its heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

The rolls so made by said commission, when approved by the Secretary of the Interior, shall be the final rolls of citizenship of said tribe, upon which the allotment of all lands and the distribution of all moneys and other property of the tribe shall be made, and to no other persons.

29. Said commission shall have authority to enroll as Creek citizens certain full-blood Creek Indians now residing in the Cherokee Nation, and also certain full-blood Creek Indians now residing in the Creek Nation who have recently removed there from the State of Texas, and the families of full-blood Creeks who now reside in Texas, and such other recognized citizens found on the Creek rolls as might, by reason of nonresidence, be excluded from enrollment by section twenty-one of said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight: *Provided*, That such nonresidents shall, in good faith, remove to the Creek Nation before said commission shall complete the rolls of Creek citizens as aforesaid.

MISCELLANEOUS.

30. All deferred payments, under provisions of this agreement, shall constitute a lien in favor of the tribe on the property for which the debt was contracted, and if, at the expiration of two years from the date of payment of the fifteen per centum aforesaid, default in any annual payment has been made, the lien for the payment of all purchase money remaining unpaid may be enforced in the United States court within the jurisdiction of which the town is located in the same manner as vendor's liens are enforced; such suit being brought in the name of the principal chief, for the benefit of the tribe.

31. All moneys to be paid to the tribe under any of the provisions of this agree-

ment shall be paid, under direction of the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe, and an itemized report thereof shall be made monthly to the Secretary of the Interior and to the principal chief.

32. All funds of the tribe and all moneys accruing under the provisions of this agreement, when needed for the purposes of equalizing allotments or for any other purposes herein prescribed, shall be paid out under the direction of the Secretary of the Interior; and when required for per capita payments, if any, shall be paid out directly to each individual by a bonded officer of the United States, under direction of the Secretary of the Interior, without unnecessary delay.

33. No funds belonging to said tribe shall hereafter be used or paid out for any purposes by any officer of the United States without consent of the tribe, expressly given through its national council, except as herein provided.

34. The United States shall pay all expenses incident to the survey, platting, and disposition of town lots, and of allotment of lands made under the provisions of this agreement, except where the town authorities have been or may be duly authorized to survey and plat their respective towns at the expense of such town.

35. Parents shall be the natural guardians of their children, and shall act for them as such unless a guardian shall have been appointed by a court having jurisdiction; and parents so acting shall not be required to give bond as guardians unless by order of such court, but they, and all other persons having charge of lands, moneys, and other property belonging to minors and incompetents, shall be required to make proper accounting therefor in the court having jurisdiction thereof in manner deemed necessary for the preservation of such estates.

36. All Seminole citizens who have heretofore settled and made homes upon lands belonging to the Creeks may there take, for themselves and their families, such allotments as they would be entitled to take of Seminole lands, and all Creek citizens who have heretofore settled and made homes upon lands belonging to Seminoles may there take for themselves and their families, allotments of one hundred and sixty acres each, and if the citizens of one tribe thus receive a greater number of acres than the citizens of the other, the excess shall be paid for by such tribe, at a price to be agreed upon by the principal chiefs of the two tribes, and if they fail to agree, the price shall be fixed by the Indian agent, but the citizenship of persons so taking allotments shall in no wise be affected thereby.

Titles shall be conveyed to Seminoles selecting allotments of Creek lands in manner herein provided for conveyance of Creek allotments, and titles shall be conveyed to Creeks selecting allotments of Seminole lands in manner provided in the Seminole agreement, dated December sixteenth, eighteen hundred and ninety-seven, for conveyance of Seminole allotments: *Provided*, That deeds shall be executed to allottees immediately after selection of allotment is made.

This provision shall not take effect until after it shall have been separately and specifically approved by the Creek national council and by the Seminole general council; and if not approved by either, it shall fail altogether, and be eliminated from this agreement without impairing any other of its provisions.

37. Creek citizens may rent their allotments, when selected, for a term not exceeding one year, and after receiving title thereto without restriction, if adjoining allottees are not injured thereby, and cattle grazed thereon shall not be liable to any tribal tax; but when cattle are introduced into the Creek Nation and grazed on lands not selected by citizens, the Secretary of the Interior is authorized to collect from the owners thereof a reasonable grazing tax for the benefit of the tribe; and section twenty-one hundred and seventeen, Revised Statutes of the United States, shall not hereafter apply to Creek lands.

38. After any citizen has selected his allotment he may dispose of any timber thereon, but if he dispose of such timber, or any part of same, he shall not thereafter select other lands in lieu thereof, and his allotment shall be appraised as if in condition when selected.

No timber shall be taken from lands not so selected, and disposed of, without payment of reasonable royalty thereon, under contract to be prescribed by the Secretary of the Interior.

39. No noncitizen renting lands from a citizen for agricultural purposes, as provided by law, whether such lands have been selected as an allotment or not, shall be required to pay any permit tax.

40. The Creek school fund shall be used, under direction of the Secretary of the Interior, for the education of Creek citizens, and the Creek schools shall be conducted under rules and regulations prescribed by him, under direct supervision of the Creek school superintendent and a supervisor appointed by the Secretary, and under Creek laws, subject to such modifications as the Secretary of the Interior may deem necessary to make the schools most effective and to produce the best possible results.

All teachers shall be examined by or under direction of said superintendent and supervisor, and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed, but where all qualifications are equal preference shall be given to citizens in such employment.

All moneys for running the schools shall be appropriated by the Creek national council, not exceeding the amount of the Creek school fund, seventy-six thousand four hundred and sixty-eight dollars and forty cents; but if it fail or refuse to make the necessary appropriations the Secretary of the Interior may direct the use of a sufficient amount of the school funds to pay all expenses necessary to the efficient conduct of the schools, strict account thereof to be rendered to him and to the principal chief.

All accounts for expenditures in running the schools shall be examined and approved by said superintendent and supervisor, and also by the general superintendent of Indian schools, in Indian Territory, before payment thereof is made.

If the superintendent and supervisor fail to agree upon any matter under their direction or control, it shall be decided by said general superintendent, subject to appeal to the Secretary of the Interior; but his decision shall govern until reversed by the Secretary.

41. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, 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 lands or other property of said tribe, or be in force in the Creek Nation, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation, except section fourteen of said last-mentioned act, which shall continue in force as if this agreement had not been made.

42. No act, ordinance, or resolution of the national council of the Creek Nation in any manner affecting the lands of the tribe, or of individuals after allotment, or the moneys or other property of the tribe, or of the citizens thereof, except appropriations for the necessary incidental and salaried expenses of the Creek government as herein limited, shall be of any validity until approved by the President of the United States. When any such act, ordinance, or resolution shall be passed by said council and approved by the principal chief, a true and correct copy thereof, duly certified, shall be immediately transmitted to the President, who shall, within thirty days after received by him, approve or disapprove the same. If disapproved, it shall be so indorsed and returned to the principal chief; if approved, the approval shall be indorsed thereon, and it shall be published in at least two newspapers having a bona fide circulation in the Creek Nation.

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

44. This agreement shall in no wise affect the provisions of existing treaties between the United States and said tribe, except so far as inconsistent therewith.

45. All things necessary to carrying into effect the provisions of this agreement, not otherwise herein specifically provided for, shall be done under authority and direction of the Secretary of the Interior.

46. The tribal government of the Creek Nation shall not continue longer than March fourth, nineteen hundred and six, subject to such further legislation as Congress may deem proper.

47. Nothing contained in this agreement shall be construed to revive or reestablish the Creek courts which have been abolished by former acts of Congress.

Approved, March 1, 1901.

APPENDIX No. 4.

[PUBLIC—No. 200.]

AN ACT to ratify and confirm a supplemental agreement with the Creek tribe of Indians, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following supplemental agreement, submitted by certain commissioners of the Creek tribe of Indians, as herein amended, is hereby ratified and confirmed on the part of the United States, and the same shall be of full force and effect if ratified by the Creek tribal council on or before the first day of September, nineteen hundred and two, which said supplemental agreement is as follows:

This agreement by and between the United States, entered into in its behalf by

the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckenridge, duly appointed and authorized thereunto, and the Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of the said tribe by Pleasant Porter, principal chief, Roley McIntosh, Thomas W. Perryman, Amos McIntosh, and David M. Hodge, commissioners duly appointed and authorized thereunto, witnesseth, that in consideration of the mutual undertakings herein contained it is agreed as follows:

DEFINITIONS.

The words "Creek" and "Muskogee" as used in this agreement shall be deemed synonymous, and the words "Nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The word "Commissioner" shall be deemed to refer to the United States Commission to the Five Civilized Tribes.

ALLOTMENT OF LANDS.

2. Section 2 of the agreement ratified by act of Congress approved March, 1901 (31 Stat. L., 861), is amended and as so amended is reenacted to read as follows:

All lands belonging to the Creek tribe of Indians in Indian Territory, except town sites and lands reserved for Creek schools and churches, railroads, and town cemeteries, in accordance with the provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be appraised at not to exceed \$6.50 per acre, excluding only lawful improvements on lands in actual cultivation.

Such appraisement shall be made under the direction and supervision of the Commission to the Five Civilized Tribes, by such number of committees with necessary assistance as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief. Said Commission shall have authority to revise and adjust the work of said committees; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. The appraisement so made shall be submitted to the Secretary of the Interior for approval.

3. Paragraph 2 of section 3 of the agreement ratified by said act of Congress approved March 1, 1901, is amended and as so amended is reenacted to read as follows:

If any citizen select lands the appraised value of which is \$6.50 per acre, he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and moneys equal in value to his allotment.

4. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all controversies arising between citizens as to their right to select certain tracts of land.

5. Where it is shown to the satisfaction of said Commission that it was the intention of a citizen to select lands which include his home and improvements, but that through error and mistake he had selected land which did not include said home and improvements, said Commission is authorized to cancel said selection and the certificate of selection or allotment embracing said lands, and permit said citizen to make a new selection including said home and improvements; and should said land including said home and improvements have been selected by any other citizen of said nation, the citizen owning said home and improvements shall be permitted to file, within ninety days from the ratification of this agreement, a contest against the citizen having previously selected the same and shall not be prejudiced therein by reason of lapse of time or any provision of law or rules and regulations to the contrary.

DESCENT AND DISTRIBUTION.

6. The provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), in so far as they provide for descent and distribution according to the laws of the Creek Nation, are hereby repealed and the descent and distribution of land and money provided for by said act shall be in accordance with chapter 49 of Mansfield's Digest of the Statutes of Arkansas now in force in Indian Territory: *Provided*, That only citizens of the Creek Nation, male and female, and their Creek descendants shall inherit lands of the Creek Nation: *And provided further*, That if there be no person of Creek citizenship to take the descent and distribution of said estate, then the inheritance shall go to noncitizen heirs in the order named in said chapter 49.

ROLLS OF CITIZENSHIP.

7. All children born to those citizens who are entitled to enrollment as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), subsequent to July 1, 1900, and up to and including May 25, 1901, and living upon the latter date, shall be placed on the rolls made by said commission. And if any such child has died since May 25, 1901, or may hereafter die before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

8. All children who have not heretofore been listed for enrollment living May 25, 1901, born to citizens whose names appear upon the authenticated rolls of 1890 or upon the authenticated rolls of 1895 and entitled to enrollment as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be placed on the rolls made by said commission. And if any such child has died since May 25, 1901, or may hereafter die, before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

9. If the rolls of citizenship provided for by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall have been completed by said commission prior to the ratification of this agreement, the names of children entitled to enrollment under the provisions of sections 7 and 8 hereof shall be placed upon a supplemental roll of citizens of the Creek Nation, and said supplemental roll when approved by the Secretary of the Interior shall in all respects be held to be a part of the final rolls of citizenship of said tribe: *Provided*, That the Dawes Commission be, and is hereby, authorized to add the following persons to the Creek roll: Nar-wal-le-pe-se, Mary Washington, Walter Washington, and Willie Washington, who are Creek Indians but whose names were left off the roll through neglect on their part.

ROADS.

10. Public highways or roads 3 rods in width, being 1 and one-half rods on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues, and to be paid by the Creek Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid in the same manner.

11. In all instances of the establishment of town sites in accordance with the provisions of the act of Congress approved May 31, 1900 (31 Stat. L., 231), or those of section 10 of the agreement ratified by act of Congress approved March 1, 1901 (31 Stat. L., 861), authorizing the Secretary of the Interior, upon the recommendation of the Commission to the Five Civilized Tribes, at any time before allotment, to set aside and reserve from allotment any lands in the Creek Nation not exceeding 160 acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed, or be in process of construction, in or through said nation prior to the allotment of lands therein, any citizen who shall have previously selected such town site, or any portion thereof, for his allotment, or who shall have been by reason of improvements therein entitled to select the same for his allotment, shall be paid by the Creek Nation the full value of his improvements thereon at the time of the establishment of the town site, under rules and regulations to be prescribed by the Secretary of the Interior: *Provided, however*, That such citizens may purchase any of said lands in accordance with the provisions of the act of March 1, 1901 (31 Stat. L., 61): *And provided further*, That the lands which may hereafter be set aside and reserved for town sites upon recommendation of the Dawes Commission as herein provided shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, and not to exceed 640 acres for each town site, and 10 per cent of the net proceeds arising from the sale of that portion of the land within the town site so selected by him, or which he was so entitled to select; and this shall be in addition to his right to receive from other lands an allotment of 160 acres.

CEMETERIES.

12. A cemetery other than a town cemetery included within the boundaries of an allotment shall not be desecrated by tillage or otherwise, but no interment shall be made therein except with the consent of the allottee, and any person desecrating by tillage or otherwise a grave or graves in a cemetery included within the boundaries of an allotment shall be guilty of a misdemeanor, and upon conviction be punished as provided in section 567 of Mansfield's Digest of the Statutes of Arkansas.

13. Whenever the town site surveyors of any town in the Creek Nation shall have selected and located a cemetery, as provided in section 18 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), the town authorities shall not be authorized to dispose of lots in such cemetery until payment shall have been made to the Creek Nation for land used for said cemetery, as provided in said act of Congress, and if the town authorities fail or refuse to make payment as aforesaid within one year of the approval of the plat of said cemetery by the Secretary of the Interior, the land so reserved shall revert to the Creek Nation and be subject to allotment. And for lands heretofore or hereafter designated as parks upon any plat or any town site the town shall make payment into the Treasury of the United States to the credit of the Creek Nation within one year at the rate of \$20 per acre, and if such payment be not made within that time the lands so designated as a park shall be platted into lots and sold as other town lots.

MISCELLANEOUS.

14. All funds of the Creek Nation not needed for equalization of allotments, including the Creek school fund, shall be paid out under direction of the Secretary of the Interior per capita to the citizens of the Creek Nation on the dissolution of the Creek tribal government.

15. The provisions of section 24 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), for the reservation of land for the six established Creek court-houses is hereby repealed.

16. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter and a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

"Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands."

18. When cattle are introduced into the Creek Nation to be grazed upon either lands not selected for allotment or upon lands allotted or selected for allotment the owner thereof, or the party or parties so introducing the same, shall first obtain a permit from the United States Indian agent, Union Agency, authorizing the introduction of such cattle. The application for said permit shall state the number of cattle to be introduced, together with a description of the same, and shall specify the lands upon which said cattle are to be grazed, and whether or not said lands have been selected for allotment. Cattle so introduced and all other live stock owned or controlled by noncitizens of the nation shall be kept upon inclosed lands, and if any such cattle or other live stock trespass upon lands allotted to or selected for allotment by any citizen of said nation, the owner thereof shall, for the first trespass, make reparation to the party injured for the true value of the damages he may have sustained, and for every trespass thereafter double damages, to be recovered with costs, whether the land upon which trespass is made is inclosed or not.

Any person who shall introduce any cattle into the Creek Nation in violation of the provisions of this section shall be deemed guilty of a misdemeanor and punished by a fine of not less than \$100, and shall stand committed until such fine and costs are paid, such commitment not to exceed one day for every \$2 of said fine and costs; and every day said cattle are permitted to remain in said nation without a permit for their introduction having been obtained shall constitute a separate offense.

19. Section 8 of the agreement ratified by said act of March 1, 1901, is amended and as so amended is reenacted to read as follows:

"The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law."

20. This agreement is intended to modify and supplement the agreement ratified by said act of Congress approved March 1, 1901, and shall be held to repeal any provision in that agreement or in any prior agreement, treaty, or law in conflict herewith.

21. This agreement shall be binding upon the United States and the Creek Nation, and upon all persons affected thereby when it shall have been ratified by Congress and the Creek national council, and the fact of such ratification shall have been proclaimed as hereinafter provided.

22. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek Nation council and submit this agreement, as ratified by Congress, to such council for its consideration, and if the agreement be ratified by the national council, as provided in the constitution of the tribe, the principal chief shall transmit to the President of the United States a certified copy of the act of the council ratifying the agreement, and thereupon the President shall issue his proclamation making public announcement of such ratification; thenceforward all the provisions of this agreement shall have the force and effect of law.

Approved, June 30, 1902.

APPENDIX No. 5.

[PUBLIC—No. 241.]

AN ACT To provide for the allotment of the lands of the Cherokee Nation, for the disposition of town sites therein, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

DEFINITION OF WORDS EMPLOYED HEREIN.

SECTION 1. The words "nation" and "tribe" shall each be held to refer to the Cherokee Nation or tribe of Indians in Indian Territory.

SEC. 2. The words "principal chief" or "chief executive" shall be held to mean the principal chief of said tribe.

SEC. 3. The words "Dawes Commission" or "Commission" shall be held to mean the United States Commission to the Five Civilized Tribes.

SEC. 4. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

SEC. 5. The terms "allotable lands" or "lands allotable" shall be held to mean all the lands of the Cherokee tribe not herein reserved from allotment.

SEC. 6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Dawes Commission for the Cherokee Nation, for particular tracts of land.

SEC. 7. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Cherokee Nation, in the Indian Territory.

SEC. 8. Every word in this act importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

APPRAISEMENT OF LANDS.

SEC. 9. The lands belonging to the Cherokee tribe of Indians in Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in the determination of the value of such land consideration shall not be given to the location thereof, to any timber thereon, or to any mineral deposits contained therein, and shall be made without reference to improvements which may be located thereon.

SEC. 10. The appraisement, as herein provided, shall be made by the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior.

ALLOTMENT OF LANDS.

SEC. 11. There shall be allotted by the Commission to the Five Civilized Tribes and to each citizen of the Cherokee tribe, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided; land equal in value to one hundred and ten acres of the average allotable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements.

SEC. 12. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter of a quarter section, subdivision established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

SEC. 13. Each member of said tribe shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to forty acres of the average allotable lands of the Cherokee Nation, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. Separate certificate shall issue for said homestead. During the time said homestead is held by the allottee the same shall be nontaxable and shall not be liable for any debt contracted by the owner thereof while so held by him.

SEC. 14. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, or be alienated by the allottee or his heirs, before the expiration of five years from the date of the ratification of this act.

SEC. 15. All lands allotted to the members of said tribe, except such land as is set aside to each for a homestead as herein provided, shall be alienable in five years after issuance of patent.

SEC. 16. If for any reason an allotment should not be selected or a homestead designated by or on behalf of any member of the tribe, it shall be the duty of said Commission to make said selection and designation.

SEC. 17. In the making of allotments and in the designation of homesteads for members of said tribe, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in section twelve hereof.

SEC. 18. It shall be unlawful after ninety days after the ratification of this act by the Cherokees for any member of the Cherokee tribe to inclose or hold possession of, in any manner, by himself or through another, directly or indirectly, more lands in

value than that of one hundred and ten acres of average allottable lands of the Cherokee Nation, either for himself or for his wife, or for each of his minor children, if members of said tribe; and any member of said tribe found in such possession of lands, or having the same in any manner inclosed, after the expiration of ninety days after the date of the ratification of this act shall be deemed guilty of a misdemeanor.

SEC. 19. Any persons convicted of violating any of the provisions of section eighteen of this act shall be punished by a fine of not less than one hundred dollars, 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. The United States district attorney for the northern district is required to see that the provisions of said section eighteen are strictly enforced, and he shall, immediately after the expiration of the ninety days after the ratification of this act, proceed to dispossess all persons of such excessive holdings of lands and to prosecute them for so unlawfully holding the same, and the Commission to the Five Civilized Tribes shall have authority to make investigations of all violations of section eighteen and make report thereon to the United States district attorney.

SEC. 20. If any person whose name appears upon the roll prepared as herein provided shall have died subsequent to the first day of September, nineteen hundred and two, and before receiving his allotment, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and proper time, the Dawes Commission shall designate the lands thus to be allotted.

SEC. 21. Allotment certificates issued by the Dawes Commission shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent for the Union Agency shall, under the direction of the Secretary of the Interior, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

SEC. 22. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior, to determine all matters relative to the appraisalment and the allotment of lands.

SEC. 23. All Delaware Indians who are members of the Cherokee Nation shall take lands and share in the funds of the tribe, as their rights may be determined by the judgment of the Court of Claims, or by the Supreme Court if appealed, in the suit instituted therein by the Delawares against the Cherokee Nation, and now pending; but if said suit be not determined before said Commission is ready to begin the allotment of lands of the tribe as herein provided, the Commission shall cause to be segregated one hundred and fifty-seven thousand six hundred acres of land, including lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April eight, eighteen hundred and sixty-seven, such lands so to remain, subject to disposition according to such judgment as may be rendered in said cause; and said Commission shall thereupon proceed to the allotment of the remaining lands of the tribe as aforesaid. Said Commission shall, when final judgment is rendered, allot lands to such Delawares in conformity to the terms of the judgment and their individual rights thereunder. Nothing in this act shall in any manner impair the rights of either party to said contract as the same may be finally determined by the court, or shall interfere with the holdings of the Delawares under their contract with the Cherokees of April eighth, eighteen hundred and sixty-seven, until their rights under said contract are determined by the courts in their suit now pending against the Cherokees, and said suit shall be advanced on the dockets of said courts and determined at the earliest time practicable.

RESERVATIONS.

SEC. 24. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites by the provisions of the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page

four hundred and ninety-five), the provisions of the act of Congress of May thirty first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), and by the provisions of this act.

(b) All lands to which, upon the date of the ratification of this act, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses only, connected with the maintenance and operation of the railroad.

(c) All lands selected for town cemeteries not to exceed twenty acres each.

(d), One acre of land for each Cherokee schoolhouse not included in town sites or herein otherwise provided for.

(e) Four acres for Willie Halsell College at Vinita.

(f) Four acres for Baptist Mission school at Tahlequah.

(g) Four acres for Presbyterian school at Tahlequah.

(h) Four acres for Park Hill Mission school south of Tahlequah.

(i) Four acres for Elm Springs Mission school at Barren Fork.

(j) Four acres for Dwight Mission school at Sallisaw.

(k) Four acres for Skiatook Mission near Skiatook.

(l) Four acres for Lutheran Mission school on Illinois River north of Talequah.

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

(n) One acre for each church house outside of towns.

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

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

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

(r) Forty acres for the Cherokee Male Seminary near Tahlequah.

(s) Forty acres for the Cherokee Female Seminary at Tahlequah.

(t) One hundred and twenty acres for the Cherokee Orphan Asylum on Grand River.

(u) Forty acres for colored high school in Tahlequah district.

(v) Forty acres for the Cherokee Insane Asylum.

(w) Four acres for the school for blind, deaf, and dumb children near Fort Gibson.

The acre so reserved for any church or schoolhouse in any quarter section of land shall be located, where practicable, in a corner of such quarter section adjacent to the section lines thereof.

Provided, That the Methodist Episcopal Church South may, within twelve months after the ratification of this act, pay ten dollars per acre for the one hundred and sixty acres of land adjacent to the town of Vinita, and heretofore set apart by act of the Cherokee national council for the use of said church for missionary and educational purposes, and now occupied by Willie Halsell College (formerly Galloway College), and shall thereupon receive title thereto; but if said church fail so to do it may continue to occupy said one hundred and sixty acres of land as long as it uses same for the purposes aforesaid.

Any other school or college in the Cherokee Nation which claims to be entitled under the law to a greater number of acres than is set apart for said school or college by section twenty-four of this act may have the number of acres to which it is entitled by law. The trustees of such school or college shall, within sixty days after the ratification of this act, make application to the Secretary of the Interior for the number of acres to which such school or college claims to be entitled, and if the Secretary of the Interior shall find that such school or college is, under the laws and treaties of the Cherokee Nation in force prior to the ratification of this act, entitled to a greater number of acres of land than is provided for in this act, he shall so determine, and his decision shall be final. The amount so found by the Secretary of the Interior shall be set apart for the use of such college or school as long as the same may be used for missionary and educational purposes: *Provided*, That the trustees of such school or college shall pay ten dollars per acre for the number of acres so found by the Secretary of the Interior and which have been heretofore set apart by act of the Cherokee national council for use of such school or college for missionary or educational purposes, and upon the payment of such sum within sixty days after the decision of the Secretary of the Interior said college or school may receive a title to such land.

ROLL OF CITIZENSHIP.

SEC. 25. The roll of citizens of the Cherokee Nation shall be made as of September first, nineteen hundred and two, and the names of all persons then living and entitled to enrollment on that date shall be placed on said roll by the Commission to the Five Civilized Tribes.

SEC. 26. The names of all persons living on the first day of September, nineteen hundred and two, entitled to be enrolled as provided in section twenty-five hereof, shall be placed upon the roll made by said Commission, and no child born thereafter to a citizen, and no 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 or to participate in the distribution of the tribal property of the Cherokee Nation.

SEC. 27. Such rolls shall in all other respects be made in strict compliance with the provisions of section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), and the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one).

SEC. 28. No person whose name appears upon the roll made by the Dawes Commission as a citizen or freedman of any other tribe shall be enrolled as a citizen of the Cherokee Nation.

SEC. 29. For the purpose of expediting the enrollment of the Cherokee citizens and the allotment of lands as herein provided, the said Commission shall, from time to time, and as soon as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final roll of citizens of the Cherokee tribe, upon which allotment of land and distribution of other tribal property shall be made. When there shall have been submitted to and approved by the Secretary of the Interior lists embracing the names of all those lawfully entitled to enrollment, the roll shall be deemed complete. The roll so prepared shall be made in quadruplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Cherokee Nation, and one to remain with the Commission to the Five Civilized Tribes.

SEC. 30. During the months of September and October, in the year nineteen hundred and two, the Commission to the Five Civilized Tribes may receive applications for enrollment of such infant children as may have been born to recognized and enrolled citizens of the Cherokee Nation on or before the first day of September, nineteen hundred and two, but the application of no person whomsoever for enrollment shall be received after the thirty-first day of October, nineteen hundred and two.

SEC. 31. No person whose name does not appear upon the roll prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Cherokee tribe, and those whose names appear thereon shall participate in the manner set forth in this act: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person, whose name is on said roll and who died prior to the first day of September, nineteen hundred and two. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before said date, and any person or persons who may conceal the death of anyone on said roll as aforesaid for the purpose of profiting by said concealment, and who shall knowingly receive any portion of any land or other tribal property or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Cherokee Nation of the lands, other tribal property, and proceeds so obtained.

SCHOOLS.

SEC. 32. The Cherokee school fund shall be used, under the direction of the Secretary of the Interior, for the education of children of Cherokee citizens, and the Cherokee schools shall be conducted under rules prescribed by him according to Cherokee laws, subject to such modifications as he may deem necessary to make the schools most effective and to produce the best possible results; said schools to be under the supervision of a supervisor appointed by the Secretary and a school board elected by the national council.

SEC. 33. All teachers shall be examined by said supervisor, and said school board and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed; but where all qualifications are equal, preference shall be given to citizens of the Cherokee Nation in such employment.

SEC. 34. All moneys for carrying on the schools shall be appropriated by the Cherokee national council, not to exceed the amount of the Cherokee school fund;

but if the council fail or refuse to make the necessary appropriations, the Secretary of the Interior may direct the use of a sufficient amount of the school fund to pay all necessary expenses for the efficient conduct of the schools, strict account therefor to be rendered to him and the principal chief.

SEC. 35. All accounts for expenditures in carrying on the schools shall be examined and approved by said supervisor, and also by the general superintendent of Indian schools in the Indian Territory, before payment thereof is made.

SEC. 36. The interest arising from the Cherokee orphan fund shall be used, under the direction of the Secretary of the Interior, for maintaining the Cherokee Orphan Asylum for the benefit of the Cherokee orphan children.

ROADS.

SEC. 37. Public highways or roads two rods in width, being one rod on each side of the section line, may be established along all section lines without any compensation being paid therefor, and all allottees, purchasers, and others shall take the title to such lands subject to this provision; and public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues and to be paid by the Cherokee Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid for in the same manner.

TOWN SITES.

SEC. 38. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Dawes Commission under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

SEC. 39. Whenever any tract of land shall be set aside by the Secretary of the Interior for town-site purposes, as provided in said act of May thirty-first, nineteen hundred, or by the terms of this act, which is occupied at the time of such segregation by any member of the Cherokee Nation, such occupant shall be allowed to purchase any lot upon which he then has improvements other than fences, tillage, and temporary improvements, in accordance with the provisions of the act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), or, if he so elects, the lot will be sold under rules and regulations to be prescribed by the Secretary of the Interior, and he shall be fully compensated for his improvements thereon out of the funds of the tribe arising from the sale of the town sites, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriations for surveying, laying out, platting, and selling town sites.

SEC. 40. All town sites which may hereafter be set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), with the additional acreage added thereto, as well as all town sites set aside under the provisions of this act having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in like manner, and with like preference rights accorded to owners of improvements as other town sites in the Cherokee Nation are surveyed, laid out, platted, appraised, and disposed of under the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), as modified or supplemented by the act of May thirty-first, nineteen hundred: *Provided*, That as to the town sites set aside as aforesaid the owner of the improvements shall be required to pay the full appraised value of the lot instead of the percentage named in said act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five).

SEC. 41. Any person being in possession or having the right to the possession of any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress approved May thirty-first, nine-

teen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and owning improvements thereon, other than temporary buildings, fencing, or tillage, shall have the right to purchase the same at one-fourth of the appraised value thereof.

SEC. 42. Any person being in possession of, or having the right to the possession of, any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress, approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and not having any improvements thereon, shall have the right to purchase the same at one-half of the appraised value thereof.

SEC. 43. Any citizen in rightful possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase same by paying one-half the appraised value thereof: *Provided*, That any other person in undisputed possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase such lot by paying the appraised value thereof.

SEC. 44. All lots not having thereon improvements other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after appraisement, under the direction of the Secretary of the Interior, after due advertisement at public auction, to the highest bidder, at not less than their appraised value.

SEC. 45. When the appraisement of any town lot is made and approved, the town-site commission shall notify the claimant thereof of the amount of appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money he shall pay in three equal annual installments without interest; but if the claimant of any such lot fail to purchase same or make the first and second payments aforesaid or make any other payment within the time specified, the lot and improvements shall be sold at public auction to the highest bidder, under the direction of the Secretary of the Interior, at a price not less than its appraised value.

SEC. 46. When any improved lot shall be sold at public auction because of the failure of the person owning improvements thereon to purchase same within the time allowed in said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), said improvements shall be appraised by a committee, one member of which shall be selected by the owner of the improvements and one member by the purchaser of said lot; and in case the said committee is not able to agree upon the value of said improvements, the committee may select a third member, and in that event the determination of the majority of the committee shall control. Said committee of appraisement shall be paid such compensation for their services by the two parties in interest, share and share alike, as may be agreed upon, and the amount of said appraisement shall be paid by the purchaser of the lot to the owner of the improvements in cash within thirty days after the decision of the committee of appraisement.

SEC. 47. The purchaser of any unimproved town lot sold at public auction shall pay twenty-five per centum of the purchase money at the time of the sale, and within four months thereafter he shall pay twenty-five per centum additional, and the remainder of the purchase money he shall pay in two equal annual installments without interest.

SEC. 48. Such towns in the Cherokee Nation as may have a population of less than two hundred people not otherwise provided for, and which, in the judgment of the Secretary of the Interior, should be set aside as town sites, shall have their limits defined as soon as practicable after the approval of this act in the same manner as provided for other town sites.

SEC. 49. The town authorities of any town site in said Cherokee Nation may select and locate, subject to the approval of the Secretary of the Interior, a cemetery within suitable distance from said town, to embrace such number of acres as may be deemed necessary for such purpose. The town-site commission shall appraise the same at its true value, and the town may purchase the same within one year from the approval of the survey by paying the appraised value. If any citizen have improvements thereon, said improvements shall be appraised by said town-site commission and paid for by the town: *Provided*, That lands already laid out by tribal authorities for cemeteries shall be included in the cemeteries herein provided for without cost to the towns, and the holdings of the burial lots therein now occupied for such purpose

shall in no wise be disturbed: *And provided further*, That any park laid out and surveyed in any town shall be duly appraised at a fair valuation, and the inhabitants of said town shall, within one year after the approval of the survey and the appraisement of said park by the Secretary of the Interior, pay the appraised value to the proper officer for the benefit of the tribe.

SEC. 50. The United States shall pay all expenses incident to surveying, platting, and disposition of town lots, and all allotments of lands made under the provisions of this plan of allotment, except where the town authorities may have been or may be duly authorized to survey and plat their respective towns at the expense of such towns.

SEC. 51. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided.

SEC. 52. If the purchaser of any town lot fail to make payment of any sum when due, the same shall thereafter bear six per centum interest per annum until paid.

SEC. 53. All lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be conveyed gratuitously to the churches to which such improvements belong, and if such churches have inclosed other adjoining lots actually necessary for their use, they may purchase the same by paying the appraised value thereof.

SEC. 54. Whenever the chief executive of the Cherokee Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioners appointed by the chief executive to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

SEC. 55. The purchaser of any town lot may at any time pay the full amount of the purchase money; and he shall thereupon receive title therefor.

SEC. 56. Any person may bid for and purchase any lot sold at public auction as herein provided.

SEC. 57. The United States may purchase in any town in the Cherokee Nation suitable lands for court-houses, jails, or other necessary public purposes for its use by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such lands are needed, and if any person have improvements thereon the same shall be appraised in like manner as other town property, and shall be paid for by the United States.

TITLES.

SEC. 58. The Secretary of the Interior shall furnish the principal chief with blank patents necessary for all conveyances herein provided for, and when any citizen receives his allotment of land, or when any allotment has been so ascertained and fixed that title should under the provisions of this act be conveyed, the principal chief shall thereupon proceed to execute and deliver to him a patent conveying all the right, title, and interest of the Cherokee Nation, and of all other citizens, in and to the lands embraced in his allotment certificate.

SEC. 59. All conveyances shall be approved by the Secretary of the Interior, which shall serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his patent.

SEC. 60. Any allottee accepting such patent shall be deemed to assent to the allotment and conveyance of all the lands of the tribe as provided in this act, and to relinquish all his right, title, and interest to the same, except in the proceeds of lands reserved from allotment.

SEC. 61. The acceptance of patents for minors and incompetents by persons authorized to select their allotments for them shall be deemed sufficient to bind such minors and incompetents as to the conveyance of all other lands of the tribe.

SEC. 62. All patents, when so executed and approved, shall be filed in the office of the Dawes Commission, and recorded in a book provided for the purpose, until such time as Congress shall make other suitable provision for record of land titles, without expense to the grantee, and such records shall have like effect as other public records.

MISCELLANEOUS.

SEC. 63. The tribal government of the Cherokee Nation shall not continue longer than March fourth, nineteen hundred and six.

SEC. 64. The collection of all revenues of whatsoever character belonging to the tribe shall be made by an officer appointed by the Secretary of the Interior, under rules and regulations to be prescribed by the said Secretary.

SEC. 65 All things necessary to carry into effect the provisions of this act, not otherwise herein specifically provided for, shall be done under the authority and direction of the Secretary of the Interior.

SEC. 66. All funds of the tribe, and all moneys accruing under the provisions of this act, shall be paid out under the direction of the Secretary of the Interior, and when required for per capita payments shall be paid directly to each individual by an appointed officer of the United States, under the direction of the Secretary of the Interior.

SEC. 67. The Secretary of the Interior shall cause to be paid all just indebtedness of said tribe existing at the date of the ratification of this act which may have lawfully been contracted, and warrants therefor regularly issued upon the several funds of the tribe, as also warrants drawn by authority of law hereafter and prior to the dissolution of the tribal government, such payments to be made from any funds in the United States Treasury belonging to said tribe, and all such indebtedness of the tribe shall be paid in full before any pro rata distribution of the funds of the tribe shall be made. The Secretary of the Interior shall make such payments at the earliest time practicable, and he shall make all needed rules and regulations to carry this provision into effect.

SEC. 68. Jurisdiction is hereby conferred upon the Court of Claims to examine, consider, and adjudicate, with a right of appeal to the Supreme Court of the United States by any party in interest feeling aggrieved at the decision of the Court of Claims, any claim which the Cherokee tribe, or any band thereof, arising under treaty stipulations, may have against the United States, upon which suit shall be instituted within two years after the approval of this act; and also to examine, consider, and adjudicate any claim which the United States may have against said tribe, or any band thereof. The institution, prosecution, or defense, as the case may be, on the part of the tribe or any band, of any such suit, shall be through attorneys employed and to be compensated in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes of the United States, the tribe acting through its principal chief in the employment of such attorneys, and the band acting through a committee recognized by the Secretary of the Interior. The Court of Claims shall have full authority, by proper orders and process, to make parties to any such suit all persons whose presence in the litigation it may deem necessary or proper to the final determination of the matter in controversy, and any such suit shall, on motion of either party, be advanced on the docket of either of said courts and be determined at the earliest practicable time.

SEC. 69. After the expiration of nine months after the date of the original selection of an allotment by or for any citizen of the Cherokee tribe as provided in this act, no contest shall be instituted against such selection, and as early thereafter as practicable patent shall issue therefor.

SEC. 70. Allotments may be selected and homesteads designated for minors by the father or mother, if citizens, or by a guardian, or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons, and soldiers and sailors of the United States on duty outside of the Indian Territory, by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable persons akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

SEC. 71. Any allottee taking as his allotment lands located around the Cherokee National Male Seminary, the Cherokee National Female Seminary, or Cherokee Orphan Asylum which have not been reserved from allotments as herein provided, and upon which buildings, fences, or other property of the Cherokee Nation are located, such buildings, fences, or other property shall be appraised at the true value thereof and be paid for by the allottee taking such lands as his allotment, and the money to be paid into the Treasury of the United States to the credit of the Cherokee Nation.

SEC. 72. Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are intro-

duced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

SEC. 73. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, 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 lands or other property of said tribe, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation except sections fourteen and twenty-seven of said last-mentioned act, which shall continue in force as if this agreement had not been made.

SEC. 74. This act shall not take effect or be of any validity until ratified by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation in the manner following:

SEC. 75. The principal chief shall, within ten days after the passage of this act by Congress, make public proclamation that the same shall be voted upon at a special election to be held for that purpose within thirty days thereafter, on a certain date therein named, and he shall appoint such officers and make such other provisions as may be necessary for holding such election. The votes cast at such election shall be forthwith duly certified as required by Cherokee law, and the votes shall be counted by the Cherokee national council, if then in session, and if not in session the principal chief shall convene an extraordinary session for the purpose, in the presence of a member of the Commission to the Five Civilized Tribes, and said member and the principal chief shall jointly make certificate thereof and proclamation of the result, and transmit the same to the President of the United States.

Approved, July 1, 1902.

APPENDIX NO. 6.

[PUBLIC—No. 228.]

AN ACT to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following agreement, made by the Commission to the Five Civilized Tribes with the commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-first day of March, nineteen hundred and two, be, and the same is hereby, ratified and confirmed, to wit:

AGREEMENT BETWEEN THE UNITED STATES AND THE CHOCTAWS AND CHICKASAWS.

This agreement, by and between the United States, entered into in its behalf by Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckinridge, commissioners duly appointed and authorized thereunto, and the Choctaw and Chickasaw tribes of Indians in Indian Territory, respectively, entered into in behalf of such Choctaw and Chickasaw tribes, by Gilbert W. Dukes, Green McCurtain, Thomas E. Sanguin, and Simon E. Lewis in behalf of the Choctaw tribe of Indians; and Douglas H. Johnston, Calvin J. Grant, Holmes Willis, Edward B. Johnson, and Benjamin H. Colbert in behalf of the Chickasaw tribe of Indians, commissioners duly appointed and authorized thereunto—

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

DEFINITIONS.

1. Wherever used in this agreement the words "nations" and "tribes" shall each be held to mean the Choctaw and Chickasaw nations or tribes of Indians in Indian Territory.

2. The words "chief executives" shall be held to mean the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation.

3. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Choctaw or Chickasaw tribe of Indians in Indian Territory, not including freedmen.

4. The term "Atoka agreement" shall be held to mean the agreement made by the Commission to the Five Civilized Tribes with the commissioners representing the Choctaw and Chickasaw tribes of Indians at Atoka, Indian Territory, and embodied in the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight. (30 Stats., 495.)

5. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Commission to the Five Civilized Tribes for the Choctaw and Chickasaw nations, for particular tracts of land.

7. Every word in this agreement importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

8. The terms "allotable lands" or "lands allottable" shall be deemed to mean all the lands of the Choctaw and Chickasaw tribes not herein reserved from allotment.

APPRAISEMENT OF LANDS.

9. All the lands belonging to the Choctaw and Chickasaw tribes in the Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in determining such value consideration shall not be given to the location thereof, to any mineral deposits, or to any timber except such pine timber as may have been heretofore estimated by the Commission to the Five Civilized Tribes, and without reference to improvements which may be located thereon.

10. The appraisement as herein provided shall be made by the Commission to the Five Civilized Tribes, and the Choctaw and Chickasaw tribes shall each have a representative, to be appointed by the respective executives, to cooperate with the said Commission.

ALLOTMENT OF LANDS.

11. There shall be allotted to each member of the Choctaw and Chickasaw tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to three hundred and twenty acres of the average allottable land of the Choctaw and Chickasaw nations, and to each Choctaw and Chickasaw freedman, as soon as practicable after the approval by the Secretary of the Interior of his enrollment, land equal in value to forty acres of the average allottable land of the Choctaw and Chickasaw nations; to conform, as nearly as may be, to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements. For the purpose of making allotments and designating homesteads hereunder, the forty-acre or quarter-quarter subdivisions established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

12. Each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to one hundred and sixty acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment, and separate certificate and patent shall issue for said homestead.

13. The allotment of each Choctaw and Chickasaw freedman shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment.

14. When allotments as herein provided have been made to all citizens and freedmen, the residue of lands not herein reserved or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose, and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

15. Lands allotted to members and freedmen shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this act, nor shall said lands be sold except as herein provided.

16. All lands allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after issuance of patent

as follows: One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from date of patent: *Provided*, That such land shall not be alienable by the allottee or his heirs at any time before the expiration of the Choctaw and Chickasaw tribal governments for less than its appraised value.

17. If, for any reason, an allotment should not be selected or a homestead designated by, or on behalf of, any member or freedman, it shall be the duty of said Commission to make said selection and designation.

18. In the making of allotments and in the designation of homesteads for members of said tribes, under the provisions of this agreement, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in paragraph eleven hereof.

19. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any member of the Choctaw or Chickasaw tribes to enclose or hold possession of in any manner, by himself or through another, directly or indirectly, more lands in value than that of three hundred and twenty acres of average allottable lands of the Choctaw and Chickasaw nations, as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children if members of said tribes; and any member of said tribes found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

20. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any Choctaw or Chickasaw freedman to enclose or hold possession of in any manner, by himself or through another, directly or indirectly, more than so much land as shall be equal in value to forty acres of the average allottable lands of the Choctaw and Chickasaw tribes as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children, if they be Choctaw or Chickasaw freedmen; and any freedman found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

21. Any person convicted of violating any of the provisions of sections 19 and 20 of this agreement shall be punished by a fine 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 for the districts in which said nations are situated are required to see that the provisions of said sections are strictly enforced, and they shall immediately after the expiration of ninety days after the date of the final ratification of this agreement proceed to dispossess all persons of such excessive holdings of lands, and to prosecute them for so unlawfully holding the same. And the Commission to the Five Civilized Tribes shall have authority to make investigation of all violations of sections 19 and 20 of this agreement, and make report thereon to the United States district attorneys.

22. If any person whose name appears upon the rolls, prepared as herein provided, shall have died subsequent to the ratification of this agreement and before receiving his allotment of land, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, together with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and practicable time, the Commission to the Five Civilized Tribes shall designate the lands thus to be allotted.

23. Allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of any allottee to the tract of land described therein; and the United States Indian agent at the Union Agency shall, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to such allottee, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

24. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all matters relating to the allotment of land.

EXCESSIVE HOLDINGS.

25. After the opening of a land office for allotment purposes in both the Choctaw and the Chickasaw nations any citizen or freedman of either of said nations may appear before the Commission to the Five Civilized Tribes at the land office in the nation in which his land is located and make application for his allotment and for allotments for members of his family and for other persons for whom he is lawfully authorized to apply for allotments, including homesteads, and after the expiration of ninety days following the opening of such land offices any such applicant may make allegation that the land or any part of the land that he desires to have allotted is held by another citizen or person in excess of the amount of land to which said citizen or person is lawfully entitled, and that he desires to have said land allotted to him or members of his family as herein provided; and thereupon said Commission shall serve notice upon the person so alleged to be holding land in excess of the lawful amount to which he may be entitled, said notice to set forth the facts alleged and the name and post-office address of the person alleging the same, and the rights and consequences herein provided, and the person so alleged to be holding land contrary to law shall be allowed thirty days from the date of the service of said notice in which to appear at one of said land offices and to select his allotment and the allotments he may be lawfully authorized to select, including homesteads; and if at the end of the thirty days last provided for the person upon whom said notice has been served has not selected his allotment and allotments as provided, then the Commission to the Five Civilized Tribes shall immediately make or reserve said allotments for the person or persons who have failed to act in accordance with the notice aforesaid, having due regard for the best interest of said allottees; and after such allotments have been made or reserved by said Commission, then all other lands held or claimed, or previously held or claimed by said person or persons, shall be deemed a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such: *Provided*, That any persons who have previously applied for any part of said lands shall have a prior right of allotment of the same in the order of their applications and as their lawful rights may appear.

If any citizen or freedman of the Choctaw and Chickasaw nations shall not have selected his allotment within twelve months after the date of the opening of said land offices in said nations, if not herein otherwise provided, and provided that twelve months shall have elapsed from the date of the approval of his enrollment by the Secretary of the Interior, then the Commission to the Five Civilized Tribes may immediately proceed to select an allotment, including a homestead for such person, said allotment and homestead to be selected as the Commission may deem for the best interest of said person, and the same shall be of the same force and effect as if such selection had been made by such citizen or freedman in person, and all lands held or claimed by persons for whom allotments have been selected by the Commission as provided, and in excess of the amount included in said allotments, shall be a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such.

RESERVATIONS.

26. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites either by the terms of the Atoka agreement, the act of Congress of May 31, 1900 (31 Stats., 221), as herein assented to, or by the terms of this agreement.

(b) All lands to which, at the date of the final ratification of this agreement, any railroad company may under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroad.

(c) The strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up the said Poteau River to the mouth of Mill Creek.

(d) All lands which shall be segregated and reserved by the Secretary of the Interior on account of their coal or asphalt deposits, as hereinafter provided. And the lands selected by the Secretary of the Interior at and in the vicinity of Sulphur in the Chickasaw Nation, under the cession to the United States hereunder made by said tribes.

(e) One hundred and sixty acres for Jones' Academy.

(f) One hundred and sixty acres for Tuskahoma Female Seminary.

(g) One hundred and sixty acres for Wheelock Orphan Seminary.

(h) One hundred and sixty acres for Armstrong Orphan Academy.

- (i) Five acres for capitol building of the Choctaw Nation.
- (j) One hundred and sixty acres for Bloomfield Academy.
- (k) One hundred and sixty acres for Lebanon Orphan Home.
- (l) One hundred and sixty acres for Harley Institute.
- (m) One hundred and sixty acres for Rock Academy.
- (n) One hundred and sixty acres for Collins Institute.
- (o) Five acres for the capitol building of the Chickasaw Nation.
- (p) Eighty acres for J. S. Murrow.
- (q) Eighty acres for H. R. Schermerhorn.
- (r) Eighty acres for the widow of R. S. Bell.
- (s) A reasonable amount of land, to be determined by the town-site commissioners, to include all tribal court-houses and jails and other tribal public buildings.
- (t) Five acres for any cemetery located by the town-site commissioners prior to the date of the final ratification of this agreement.
- (u) One acre for any church under the control of and used exclusively by the Choctaw or Chickasaw citizens at the date of the final ratification of this agreement.
- (v) One acre each for all Choctaw or Chickasaw schools under the supervision of the authorities of the Choctaw or Chickasaw nations and officials of the United States.

And the acre so reserved for any church or school in any quarter section of land shall be located when practicable in a corner of such quarter section lying adjacent to the section line thereof.

ROLLS OF CITIZENSHIP.

27. The rolls of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen shall be made by the Commission to the Five Civilized Tribes, in strict compliance with the act of Congress approved June 28, 1898 (30 Stats., 495), and the act of Congress approved May 31, 1900 (31 Stats., 221), except as herein otherwise provided: *Provided*, That no person claiming right to enrollment and allotment and distribution of tribal property, by virtue of a judgment of the United States court in the Indian Territory under the act of June 10, 1896 (29 Stats., 321), and which right is contested by legal proceedings instituted under the provisions of this agreement, shall be enrolled or receive allotment of lands or distribution of tribal property until his right thereto has been finally determined.

28. The names of all persons living on the date of the final ratification of this agreement entitled to be enrolled as provided in section 27 hereof shall be placed upon the rolls made by said Commission; and no child born thereafter to a citizen or freedman and no person intermarried thereafter to a citizen shall be entitled to enrollment or to participate in the distribution of the tribal property of the Choctaws and Chickasaws.

29. No person whose name appears upon the rolls made by the Commission to the Five Civilized Tribes as a citizen or freedman of any other tribe shall be enrolled as a citizen or freedman of the Choctaw or Chickasaw nations.

30. For the purpose of expediting the enrollment of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen, the said Commission shall, from time to time, and as early as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final rolls of citizens of the Choctaw and Chickasaw tribes and of Choctaw and Chickasaw freedmen, upon which allotment of land and distribution of other tribal property shall be made as herein provided. Lists shall be made up and forwarded when contests of whatever character shall have been determined, and when there shall have been submitted to and approved by the Secretary of the Interior lists embracing names of all those lawfully entitled to enrollment, the rolls shall be deemed complete. The rolls so prepared shall be made in quintuplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Choctaw Nation, one with the governor of the Chickasaw Nation, and one to remain with the Commission to the Five Civilized Tribes.

Sec. 31. It being claimed and insisted by the Choctaw and Chickasaw nations that the United States courts in the Indian Territory, acting under the act of Congress approved June 10, 1896, have admitted persons to citizenship or to enrollment as such citizens in the Choctaw and Chickasaw nations, respectively, without notice of the proceedings in such courts being given to each of said nations; and it being insisted by said nations that, in such proceedings, notice to each of said nations was indispensable, and it being claimed and insisted by said nations that the proceedings

in the United States courts in the Indian Territory, under the said act of June 10, 1896, should have been confined to a review of the action of the Commission to the Five Civilized Tribes, upon the papers and evidence submitted to such Commission, and should not have extended to a trial de novo of the question of citizenship; and it being desirable to finally determine these questions, the two nations, jointly, or either of said nations acting separately and making the other a party defendant, may, within 90 days after this agreement becomes effective, by a bill in equity filed in the Choctaw and Chickasaw citizenship court hereinafter named, seek the annulment and vacation of all such decisions by said courts. Ten persons so admitted to citizenship or enrollment by said courts, with notice to one but not to both of said nations, shall be made defendants to said suit as representatives of the entire class of persons similarly situated, the number of such persons being too numerous to require all of them to be made individual parties to the suit; but any person so situated may, upon his application, be made a party defendant to the suit. Notice of the institution of said suit shall be personally served upon the chief executive of the defendant nation, if either nation be made a party defendant as aforesaid, and upon each of said ten representative defendants, and shall also be published for a period of four weeks, in at least two weekly newspapers having general circulation in the Choctaw and Chickasaw nations. Such notice shall set forth the nature and prayer of the bill, with the time for answering the same, which shall not be less than thirty days after the last publication. Said suit shall be determined at the earliest practicable time, shall be confined to a final determination of the questions of law here named, and shall be without prejudice to the determination of any charge or claim that the admission of such persons to citizenship or enrollment by said United States courts in the Indian Territory was wrongfully obtained as provided in the next section. In the event said citizenship judgments or decisions are annulled or vacated in the test suit hereinbefore authorized, because of either or both of the irregularities claimed and insisted upon by said nations as aforesaid, then the files, papers, and proceedings in any citizenship case in which the judgment or decision is so annulled or vacated shall, upon written application therefor, made within ninety days thereafter by any party thereto, who is thus deprived of a favorable judgment upon his claimed citizenship, be transferred and certified to said citizenship court by the court having custody and control of such files, papers, and proceedings, and, upon the filing in such citizenship court of the files, papers, and proceedings in any such citizenship case, accompanied by due proof that notice in writing of the transfer and certification thereof has been given to the chief executive officer of each of said nations, said citizenship case shall be docketed in said citizenship court, and such further proceedings shall be had therein in that court as ought to have been had in the court to which the same was taken on appeal from the Commission to the Five Civilized Tribes, and as if no judgment or decision had been rendered therein.

32. Said citizenship court shall also have appellate jurisdiction over all judgments of the courts in Indian Territory rendered under said act of Congress of June tenth, eighteen hundred and ninety-six, admitting persons to citizenship or to enrollment as citizens in either of said nations. The right of appeal may be exercised by the said nations jointly or by either of them acting separately at any time within six months after this agreement is finally ratified. In the exercise of such appellate jurisdiction said citizenship court shall be authorized to consider, review, and revise all such judgments, both as to findings of fact and conclusions of law, and may, wherever in its judgment substantial justice will thereby be subserved, permit either party to any such appeal to take and present such further evidence as may be necessary to enable said court to determine the very right of the controversy. And said court shall have power to make all needful rules and regulations prescribing the manner of taking and conducting said appeals and of taking additional evidence therein. Such citizenship court shall also have like appellate jurisdiction and authority over judgments rendered by such courts under the said act denying claims to citizenship or to enrollment as citizens in either of said nations. Such appeals shall be taken within the time hereinbefore specified and shall be taken, conducted, and disposed of in the same manner as appeals by the said nations, save that notice of appeals by citizenship claimants shall be served upon the chief executive officer of both nations: *Provided*, That paragraphs thirty-one, thirty-two, and thirty-three hereof shall go into effect immediately after the passage of this act by Congress.

33. A court is hereby created to be known as the Choctaw and Chickasaw citizenship court, the existence of which shall terminate upon the final determination of the suits and proceedings named in the last two preceding sections, but in no event later than the thirty-first day of December, nineteen hundred and three. Said court shall have all authority and power necessary to the hearing and determination of

the suits and proceedings so committed to its jurisdiction, including the authority to issue and enforce all requisite writs, process, and orders, and to prescribe rules and regulations for the transaction of its business. It shall also have all the powers of a circuit court of the United States in compelling the production of books, papers, and documents, the attendance of witnesses, and in punishing contempt. Except where herein otherwise expressly provided, the pleadings, practice, and proceedings in said court shall conform, as near as may be, to the pleadings, practice, and proceedings in equity causes in the circuit courts of the United States. The testimony shall be taken in court or before one of the judges, so far as practicable. Each judge shall be authorized to grant, in vacation or recess, interlocutory orders and to hear and dispose of interlocutory motions not affecting the substantial merits of the case. Said court shall have a chief judge and two associate judges, a clerk, a stenographer, who shall be deputy clerk, and a bailiff. The judges shall be appointed by the President, by and with the advice and consent of the Senate, and shall each receive a compensation of five thousand dollars per annum, and his necessary and actual traveling and personal expenses while engaged in the performance of his duties. The clerk, stenographer, and bailiff shall be appointed by the judges, or a majority of them, and shall receive the following yearly compensation: Clerk, two thousand four hundred dollars; stenographer, twelve hundred dollars; bailiff, nine hundred dollars. The compensation of all these officers shall be paid by the United States in monthly installments. The moneys to pay said compensation are hereby appropriated, and there is also hereby appropriated the sum of five thousand dollars, or so much thereof as may be necessary, to be expended under the direction of the Secretary of the Interior, to pay such contingent expenses of said court and its officers as to such Secretary may seem proper. Said court shall have a seal, shall sit at such place or places in the Choctaw and Chickasaw nations as the judges may designate, and shall hold public sessions, beginning the first Monday in each month, so far as may be practicable or necessary. Each judge and the clerk and deputy clerk shall be authorized to administer oaths. All writs and process issued by said court shall be served by the United States marshal for the district in which the service is to be had. The fees for serving process and the fees of witnesses shall be paid by the party at whose instance such process is issued or such witnesses are subpoenaed, and the rate or amount of such fees shall be the same as is allowed in civil causes in the circuit court of the United States for the western district of Arkansas. No fees shall be charged by the clerk or other officers of said court. The clerk of the United States court in Indian Territory, having custody and control of the files, papers, and proceedings, in the original citizenship cases, shall receive a fee of two dollars and fifty cents for transferring and certifying to the citizenship court the files, papers, and proceedings in each case, without regard to the number of persons whose citizenship is involved therein, and said fee shall be paid by the person applying for such transfer and certification. The judgment of the citizenship court in any or all of the suits or proceedings so committed to its jurisdiction shall be final. All expenses necessary to the proper conduct, on behalf of the nations, of the suits and proceedings provided for in this and the two preceding sections shall be incurred under the direction of the executives of the two nations, and the Secretary of the Interior is hereby authorized, upon certificate of said executives, to pay such expenses as in his judgment are reasonable and necessary out of any of the joint funds of said nations in the Treasury of the United States.

34. During the ninety days first following the date of the final ratification of this agreement, the Commission to the Five Civilized Tribes may receive applications for enrollment only of persons whose names are on the tribal rolls, but who have not heretofore been enrolled by said Commission, commonly known as "delinquents," and such intermarried white persons as may have married recognized citizens of the Choctaw and Chickasaw nations in accordance with the tribal laws, customs, and usages on or before the date of the passage of this act by Congress, and such infant children as may have been born to recognized and enrolled citizens on or before the date of the final ratification of this agreement; but the application of no person whomsoever for enrollment shall be received after the expiration of the said ninety days: *Provided*, That nothing in this section shall apply to any person or persons making application for enrollment as Mississippi Choctaws, for whom provision has herein otherwise been made.

35. No person whose name does not appear upon the rolls prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person whose name is on the said rolls, and who died prior to the date of the final ratification of this agreement. The right of such person to any interest

in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before the date of the final ratification of this agreement, and any person or persons who may conceal the death of anyone on said rolls as aforesaid, for the purpose of profiting by the said concealment, and who shall knowingly receive any portion of any land or other tribal property, or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto, a forfeiture to the Choctaw and Chickasaw nations of the lands, other tribal property, and proceeds so obtained.

CHICKASAW FREEDMEN.

36. Authority is hereby conferred upon the Court of Claims to determine the existing controversy respecting the relations of the Chickasaw freedmen to the Chickasaw Nation and the rights of such freedmen in the lands of the Choctaw and Chickasaw nations under the third article of the treaty of eighteen hundred and sixty-six, between the United States and the Choctaw and Chickasaw nations, and under any and all laws subsequently enacted by the Chickasaw legislature or by Congress.

37. To that end the Attorney-General of the United States is hereby directed, on behalf of the United States, to file in said Court of Claims, within sixty days after this agreement becomes effective, a bill of interpleader against the Choctaw and Chickasaw nations and the Chickasaw freedmen, setting forth the existing controversy between the Chickasaw Nation and the Chickasaw freedmen and praying that the defendants thereto be required to interplead and settle their respective rights in such suit.

38. Service of process in the suit may be had on the Choctaw and Chickasaw nations, respectively, by serving upon the principal chief of the former and the governor of the latter a certified copy of the bill, with a notice of the time for answering the same, which shall not be less than thirty nor more than sixty days after such service, and may be had upon the Chickasaw freedmen by serving upon each of three known and recognized Chickasaw freedmen a certified copy of the bill, with a like notice of the time for answering the same, and by publishing a notice of the commencement of the suit, setting forth the nature and prayer of the bill, with the time for answering the same, for a period of three weeks in at least two weekly newspapers having general circulation in the Chickasaw Nation.

39. The Choctaw and Chickasaw nations, respectively, may in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes, employ counsel to represent them in such suit and protect their interests therein; and the Secretary of the Interior shall employ competent counsel to represent the Chickasaw freedmen in said suit and to protect their interests therein; and the compensation of counsel so employed for the Chickasaw freedmen, including all costs of printing their briefs and other incidental expenses on their part, not exceeding six thousand dollars, shall be paid out of the Treasury of the United States upon certificate of the Secretary of the Interior setting forth the employment and the terms thereof, and stating that the required services have been duly rendered; and any party feeling aggrieved at the decree of the Court of Claims, or any part thereof, may, within sixty days after the rendition thereof, appeal to the Supreme Court, and in each of said courts the suit shall be advanced for hearing and decision at the earliest practicable time.

40. In the meantime the Commission to the Five Civilized Tribes shall make a roll of the Chickasaw freedmen and their descendants, as provided in the Atoka agreement, and shall make allotments to them as provided in this agreement, which said allotments shall be held by the said Chickasaw freedmen, not as temporary allotments, but as final allotments, and in the event that it shall be finally determined in said suit that the Chickasaw freedmen are not, independently of this agreement, entitled to allotments in the Choctaw and Chickasaw lands, the Court of Claims shall render a decree in favor of the Choctaw and Chickasaw nations according to their respective interests, and against the United States, for the value of the lands so allotted to the Chickasaw freedmen as ascertained by the appraisal thereof made by the Commission to the Five Civilized Tribes for the purpose of allotment, which decree shall take the place of the said lands and shall be in full satisfaction of all claims by the Choctaw and Chickasaw nations against the United States or the said freedmen on account of the taking of the said lands for allotment to said freedmen: *Provided*, That nothing contained in this paragraph shall be construed to affect or change the existing status or rights of the two tribes as between themselves respecting the lands taken for allotment to freedmen, or the money, if any, recovered as compensation therefor, as aforesaid.

MISSISSIPPI CHOCTAWS.

41. All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stats., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said Commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such Commission within one year after the date of their said identification as Mississippi Choctaws shall be enrolled by such Commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said Commission after six months subsequent to the date of the final ratification of this agreement and in the disposition of such applications all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians whether of full or mixed blood who received a patent to land under the said fourteenth article of the said treaty of eighteen hundred and thirty who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June twenty-eighth, eighteen hundred and ninety-eight, shall be deemed to be Mississippi Choctaws, entitled to benefits under article fourteen of the said treaty of September twenty-seventh, eighteen hundred and thirty, and to identification as such by said Commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood, or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the right of citizenship in the Choctaw Nation, all of said Mississippi Choctaws so enrolled by said Commission shall be upon a separate roll.

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof of such continuous, bona fide residence, made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the Atoka agreement, and he shall hold the lands allotted to him as provided in this agreement for citizens of the Choctaw and Chickasaw nations.

43. Applications for enrollment as Mississippi Choctaws, and applications to have land set apart to them as such, must be made personally before the Commission to the Five Civilized Tribes. Fathers may apply for their minor children; and if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said Commission.

44. If within four years after such enrollment any such Mississippi Choctaw, or his heirs or representatives if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he, and his heirs and representatives if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash, under rules and regulations prescribed by the Secretary of the Interior, and the proceeds paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw tribes, and distributed per capita with other funds of the tribes. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

TOWN SITES.

45. The Choctaw and Chickasaw tribes hereby assent to the act of Congress approved May 31, 1900 (31 Stats., 221), in so far as it pertains to town sites in the Choctaw and Chickasaw nations, ratifying and confirming all acts of the Government of the United States thereunder, and consent to a continuance of the provisions of said act not in conflict with the terms of this agreement.

46. As to those town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, as provided in

said act of Congress of May 31, 1900, such additional acreage may be added thereto, in like manner as the original town site was set apart, as may be necessary for the present needs and reasonable prospective growth of said town sites, the total acreage not to exceed six hundred and forty acres for each town site.

47. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Commission to the Five Civilized Tribes under the provisions of said act of May 31, 1900, shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

48. Whenever any tract of land shall be set aside for town-site purposes, as provided in said act of May 31, 1900, or by the terms of this agreement, which is occupied by any member of the Choctaw or Chickasaw nations, such occupant shall be fully compensated for his improvements thereon out of the funds of the tribes arising from the sale of town sites, under rules and regulations to be prescribed by the Secretary of the Interior, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe in which the town site is located, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriation for surveying, laying out, platting, and selling town sites.

49. Whenever the chief executive of the Choctaw or Chickasaw Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw Nation to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

50. There shall be appointed, in the manner provided in the Atoka agreement, such additional town-site commissions as the Secretary of the Interior may deem necessary, for the speedy disposal of all town sites in said nations: *Provided*, That the jurisdiction of said additional town-site commissions shall extend to such town sites only as shall be designated by the Secretary of the Interior.

51. Upon the payment of the full amount of the purchase price of any lot in any town site in the Choctaw and Chickasaw nations, appraised and sold as herein provided, or sold as herein provided, the chief executives of said nations shall jointly execute, under their hands and the seals of the respective nations and deliver to the purchaser of the said lot, a patent conveying to him all right, title, and interest of the Choctaw and Chickasaw tribes in and to said lot.

52. All town lots in any one town site to be conveyed to one person shall, as far as practicable, be included in one patent, and all patents shall be executed free of charge to the grantee.

53. Such towns in the Choctaw and Chickasaw nations as may have a population of less than two hundred people, not otherwise provided for, and which in the judgment of the Secretary of the Interior should be set aside as town sites, shall have their limits defined not later than ninety days after the final ratification of this agreement, in the same manner as herein provided for other town sites; but in no such case shall more than forty acres of land be set aside for any such town site.

54. All town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May 31, 1900 (31 Stat., 221), with the additional acreage added thereto, and all town sites which may hereafter be set aside, as well as all town sites set aside under the provisions of this agreement having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in a like manner, and with like preference rights accorded to owners of improvements as other town sites in the Choctaw and Chickasaw nations are surveyed, laid out, platted, appraised, and disposed of under the Atoka agreement, as modified or supplemented by the said act of May 31, 1900: *Provided*, That occupants or purchasers of lots in town sites in said Choctaw and Chickasaw nations upon which no improvements have been made prior to the passage of this act by Congress shall pay the full appraised value of said lots instead of the percentage named in the Atoka agreement.

MUNICIPAL CORPORATIONS.

55. Authority is hereby conferred upon municipal corporations in the Choctaw and Chickasaw nations, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States

in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nations and made applicable to the cities and towns therein the same as if specially enacted in reference thereto; and said municipal corporations are hereby authorized to vacate streets and alleys, or parts thereof, and said streets and alleys, when so vacated, shall become the property of the adjacent property holders.

COAL AND ASPHALT.

56. At the expiration of two years after the final ratification of this agreement all deposits of coal and asphalt which are in lands within the limits of any town site established under the Atoka agreement, or the act of Congress of May 31, 1900, or this agreement, and which are within the exterior limits of any lands reserved from allotment on account of their coal or asphalt deposits, as herein provided, and which are not at the time of the final ratification of this agreement embraced in any then existing coal or asphalt lease, shall be sold at public auction for cash under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as herein provided respecting the proceeds of the sale of coal and asphalt lands.

57. All coal and asphalt deposits which are within the limits of any town site so established, which are at the date of the final ratification of this agreement covered by any existing lease, shall, at the expiration of two years after the final ratification of this agreement, be sold at public auction under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as provided in the last preceding section. The coal or asphalt covered by each lease shall be separately sold. The purchaser shall take such coal or asphalt deposits subject to the existing lease, and shall by the purchase succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribe shall be retained by them.

58. Within six months after the final ratification of this agreement the Secretary of the Interior shall ascertain, so far as may be practicable, what lands are principally valuable because of their deposits of coal or asphalt, including therein all lands which at the time of the final ratification of this agreement shall be covered by then existing coal or asphalt leases, and within that time he shall, by a written order, segregate and reserve from allotment all of said lands. Such segregation and reservation shall conform to the subdivisions of the Government survey as nearly as may be, and the total segregation and reservation shall not exceed five hundred thousand acres. No lands so reserved shall be allotted to any member or freedman, and the improvements of any member or freedman existing upon any of the lands so segregated and reserved at the time of their segregation and reservation shall be appraised under the direction of the Secretary of the Interior, and shall be paid for out of any common funds of the two tribes in the Treasury of the United States, upon the order of the Secretary of the Interior. All coal and asphalt deposits, as well as other minerals which may be found in any lands not so segregated and reserved, shall be deemed a part of the land and shall pass to the allottee or other person who may lawfully acquire title to such lands.

59. All lands segregated and reserved under the last preceding section, excepting those embraced within the limits of a town site established as hereinbefore provided, shall, within three years from the final ratification of this agreement and before the dissolution of the tribal governments, be sold at public auction for cash, under the direction of the President, by a commission composed of three persons, which shall be appointed by the President, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, and one on the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood. Either of said commissioners may at any time be removed by the President for good cause shown. Each of said commissioners shall be paid at the rate of four thousand dollars per annum, the Choctaw commissioner to be paid by the Choctaw Nation, the Chickasaw commissioner to be paid by the Chickasaw Nation, and the third commissioner to be paid by the United States. In the sale of coal and asphalt lands and coal and asphalt deposits hereunder, the commission shall have the right to reject any or all bids which it considers below the value of any such lands or deposits. The proceeds arising from the sale of coal and asphalt lands and coal and asphalt deposits shall be deposited in the Treasury of the United States to the credit of said tribes and paid out per capita to the members of said tribes (freedmen excepted), with the other moneys belonging to said tribes, in the manner provided by law. The lands embraced within any coal or asphalt lease shall be separately sold, subject to such lease, and the purchaser shall succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced

royalties received by the tribes shall be retained by them. The lands so segregated and reserved, and not included within any existing coal or asphalt lease, shall be sold in tracts not exceeding in area a section under the Government survey.

60. Upon the recommendation of the chief executive of each of the two tribes, and where in the judgment of the President it is advantageous to the tribes so to do, the sale of any coal or asphalt lands which are herein directed to be sold may be made at any time after the expiration of six months from the final ratification of this agreement, without awaiting the expiration of the period of two years, as hereinbefore provided.

61. No lease of any coal or asphalt lands shall be made after the final ratification of this agreement, the provisions of the Atoka agreement to the contrary notwithstanding.

62. Where any lands so as aforesaid segregated and reserved on account of their coal or asphalt deposits are in this agreement specifically reserved from allotment for any other reason, the sale to be made hereunder shall be only of the coal and asphalt deposits contained therein, and in all other respects the other specified reservation of such lands herein provided for shall be fully respected.

63. The chief executives of the two tribes shall execute and deliver, with the approval of the Secretary of the Interior, to each purchaser of any coal or asphalt lands so sold, and to each purchaser of any coal or asphalt deposits so sold, an appropriate patent or instrument of conveyance, conveying to the purchaser the property so sold.

SULPHUR SPRINGS.

64. The two tribes hereby absolutely and unqualifiedly relinquish, cede, and convey unto the United States a tract or tracts of land at and in the vicinity of the village of Sulphur, in the Chickasaw Nation, of not exceeding six hundred and forty acres, to be selected, under the direction of the Secretary of the Interior, within four months after the final ratification of this agreement, and to embrace all the natural springs in and about said village, and so much of Sulphur Creek, Rock Creek, Buckhorn Creek, and the lands adjacent to said natural springs and creeks as may be deemed necessary by the Secretary of the Interior for the proper utilization and control of said springs and the waters of said creeks, which lands shall be so selected as to cause the least interference with the contemplated town site at that place consistent with the purposes for which said cession is made, and when selected the ceded lands shall be held, owned, and controlled by the United States absolutely and without any restriction, save that no part thereof shall be platted or disposed of for town-site purposes during the existence of the two tribal governments. Such other lands as may be embraced in a town site at that point shall be disposed of in the manner provided in the Atoka agreement for the disposition of town sites. Within ninety days after the selection of the lands so ceded there shall be deposited in the Treasury of the United States, to the credit of the two tribes, from the unappropriated public moneys of the United States, twenty dollars per acre for each acre so selected, which shall be in full compensation for the lands so ceded, and such moneys shall, upon the dissolution of the tribal governments, be divided per capita among the members of the tribes, freedmen excepted, as are other funds of the tribes. All improvements upon the lands so selected which were lawfully there at the time of the ratification of this agreement by Congress shall be appraised, under the direction of the Secretary of the Interior, at the true value thereof at the time of the selection of said lands, and shall be paid for by warrants drawn by the Secretary of the Interior upon the Treasurer of the United States. Until otherwise provided by law, the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands so ceded. No person shall occupy any portion of the lands so ceded, or carry on any business thereon, except as provided in said rules, and until otherwise provided by Congress the laws of the United States relating to the introduction, possession, sale, and giving away of liquors or intoxicants of any kind within the Indian country or Indian reservations shall be applicable to the lands so ceded, and said lands shall remain within the jurisdiction of the United States court for the southern district of Indian Territory: *Provided, however,* That nothing contained in this section shall be construed or held to commit the Government of the United States to any expenditure of money upon said lands or the improvements thereof, except as provided herein, it being the intention of this provision that in the future the lands and improvements herein mentioned shall be conveyed by the United States to such Territorial or State organization as may exist at the time when such conveyance is made.

MISCELLANEOUS.

65. The acceptance of patents for minors, prisoners, convicts, and incompetents by persons authorized to select their allotments for them shall be sufficient to bind such minors, prisoners, convicts, and incompetents as to the conveyance of all other lands of the tribes.

66. All patents to allotments of land, when executed, shall be recorded in the office of the Commission to the Five Civilized Tribes within said nations in books appropriate for the purpose, until such time as Congress shall make other suitable provision for record of land titles as provided in the Atoka agreement, without expense to the grantee; and such records shall have like effect as other public records.

67. The provisions of section three of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (30 Stats., 495), shall not apply to or in any manner affect the lands or other property of the Choctaws and Chickasaws or Choctaw and Chickasaw freedmen.

68. No act of Congress or treaty provision, nor any provision of the Atoka agreement, inconsistent with this agreement, shall be in force in said Choctaw and Chickasaw nations.

69. All controversies arising between members as to their right to select particular tracts of land shall be determined by the Commission to the Five Civilized Tribes.

70. Allotments may be selected and homesteads designated for minors by the father or mother, if members, or by a guardian or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable person akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

71. After the expiration of nine months after the date of the original selection of an allotment, by or for any citizen or freedmen of the Choctaw or Chickasaw tribes, as provided in this agreement, no contest shall be instituted against such selection.

72. There shall be paid to each citizen of the Chickasaw Nation, immediately after the approval of his enrollment and right to participate in distribution of tribal property, as herein provided, the sum of forty dollars. Such payment shall be made under the direction of the Secretary of the Interior, and out of the balance of the "arrears of interest" of five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents appropriated by the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," yet due to the Chickasaws and remaining to their credit in the Treasury of the United States; and so much of such moneys as may be necessary for such payment are hereby appropriated and made available for that purpose, and the balance, if any there be, shall remain in the Treasury of the United States, and be distributed per capita with the other funds of the tribes. And all acts of Congress or other treaty provisions in conflict with this provision are hereby repealed.

73. This agreement shall be binding upon the United States and upon the Choctaw and Chickasaw nations and all Choctaws and Chickasaws, when ratified by Congress and by a majority of the whole number of votes cast by the legal voters of the Choctaw and Chickasaw tribes in the manner following: The principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall, within one hundred and twenty days after the ratification of this agreement by Congress, make public proclamation that the same shall be voted upon at any special election to be held for that purpose within thirty days thereafter, on a certain day therein named, and all male citizens of each of the said tribes qualified to vote under the tribal laws shall have a right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not. And if this agreement be ratified by said tribes as aforesaid, the date upon which said election is held shall be deemed to be the date of final ratification.

74. The votes cast in both the Choctaw and Chickasaw nations shall be forthwith returned and duly certified by the precinct officers to the national secretaries of said tribes, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and the national secretary of the Choctaw Nation and the governor and national secretary of the Chickasaw Nation and two members of the Commission to the Five Civilized Tribes; and said board shall meet without delay at Atoka, Indian Territory, and canvass and count said votes and make proclamation of the result.

In witness whereof the said commissioners do hereby affix their names at Washington, District of Columbia, this twenty-first day of March, 1902.

Approved July 1, 1902.

APPENDIX NO. 7.

PORTION OF THE ACT OF MAY 31, 1900 (31 STAT., 221), IN REGARD TO TOWN-SITE MATTERS IN THE INDIAN TERRITORY.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, for the balance of the current year and for the year ending June thirtieth, nineteen hundred and one, the same to be immediately available, sixty-seven thousand dollars, or so much as may be necessary: *Provided*, That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the Territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where, in his judgment, the best interests of the public service, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eight, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any of then existing act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee Nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

The Secretary of the Interior, where, in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

As soon as the plat of any town site is approved the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisement and sale within the time limited by the Secretary of the Interior they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior, for good cause shown, shall expressly direct otherwise.

The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior.

Nothing herein contained shall have the effect of avoiding any work heretofore done in pursuance of the said act of June twenty-eighth, eighteen hundred and ninety-eight, in the way of surveying, laying out, or platting of town sites, appraising or disposing of town lots in any of said nations, but the same, if not heretofore carried to a state of completion, may be completed according to the provisions hereof.

APPENDIX NO. 8.

REGULATIONS GOVERNING THE PROCUREMENT OF TIMBER AND STONE FOR DOMESTIC AND INDUSTRIAL PURPOSES IN THE INDIAN TERRITORY.

[As provided in the act of June 6, 1900 (31 Stat., 660), as amended by the act of January 21, 1908 (Public, No. 32).]

1. The United States Indian agent for the Union Agency is hereby authorized and directed to enter into a contract or contracts, upon applications, made in the form of affidavits, upon blanks prescribed, when approved by the Secretary of the Interior, with any responsible person, persons, or corporation for the purchase of timber or stone from any of the lands belonging to any of the Five Civilized Tribes, and to collect, on or before the end of each month, the full value of such timber or stone as the Secretary of the Interior shall hereafter determine should be paid; and the timber or stone so procured under such contracts may be used for "domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways, to be used only in the Indian Territory, or upon any railroad outside of the said Territory which is part of any continuous line of railroad extending into the said Territory."

Applications must be presented to the United States Indian inspector located in the Indian Territory, and by him forwarded, with his recommendation, through the Commissioner of Indian Affairs, to the Department.

Applicants must state the quality and quantity of timber or stone proposed to be cut or quarried, the purpose or purposes for which, and the place or places where said timber or stone is to be used, as the case may be, the amount considered just and reasonable to be paid by them, and their reasons for such conclusion. Each application must be accompanied by the affidavits of two disinterested persons, corroborating specifically all the statements of the applicant, and the inspector is hereby authorized to require any other information as to the value of the timber or stone or to show the good faith of the applicant.

2. Before any timber shall be cut or any stone taken from any of the lands belonging to any of the Five Civilized Tribes the person, persons, or corporation desiring to secure such timber or stone shall enter into a contract or contracts with said Indian

agent, in accordance with the form hereto attached, which contract, however, shall not be of force until the Secretary of the Interior shall have indorsed his approval thereon: *Provided*, That each such person, persons, or corporation shall give bond (form attached hereto) in a sufficient sum, to be fixed by the Secretary of the Interior, with two good and sufficient sureties, or an approved surety company, as surety, conditioned for the faithful performance of the stipulations of the contract or contracts, and also conditioned for the faithful observance of all of the laws of the United States now in force or that may hereafter be enacted, and the regulations now prescribed or that may hereafter be prescribed by the Secretary of the Interior relative to any and all matters pertaining to the affairs of any of the Five Civilized Tribes.

3. The moneys so collected shall be deposited in the United States subtreasury at St. Louis, Mo., to the credit of the tribe or tribes to which the land belongs from which such timber or stone was procured as miscellaneous receipts, class three, "not the result of the labor of any member of such tribe."

No proposition under this act will be considered providing for the cutting of timber from the lands selected by any citizen of any of the Five Civilized Tribes as his prospective allotment.

The United States Indian agent at Union Agency shall be required to keep an accurate list, by legal subdivisions, of the land from which such timber or stone was taken, an accurate list of the amount of money derived from the sale of timber or stone taken from each such legal subdivision, and shall procure from the Commission to the Five Civilized Tribes information as to whether the lands involved in the application have been selected and submit that information with his report.

4. The contract or contracts entered into by said Indian agent with any person, persons, or corporation shall describe the land from which the timber or stone is to be taken by legal subdivisions, and if any contractor shall take timber or stone from any land other than that covered by his contract he shall be liable to forcible removal from the Indian Territory and suit on his bond, and such unlawful taking of timber and stone shall work also a forfeiture of his contract.

5. The act of Congress under which these rules are promulgated provides that "every person who unlawfully cuts, or aids, or is employed in unlawfully cutting, or wantonly destroys, or procures to be wantonly destroyed, any timber standing upon the land of either of said tribes contrary to the provisions of this act and the regulations prescribed thereunder by the Secretary, shall pay a fine of not more than five hundred dollars, or be imprisoned not more than twelve months, or both, in the discretion of the court trying the same."

The Indian agent for the Union Agency shall see that any person, persons, or corporation who procures timber or stone from any of the lands belonging to any of the Five Civilized Tribes, under and in accordance with the provisions of the act of Congress approved June 6, 1900 (31 Stat., 660), as amended by the act of January 21, 1903 (Public, No. 32), and these regulations, employs Indians in the cutting and removal of said timber and in the quarrying and removal of said stone whenever practicable on the same terms as other labor, Indians to have the preference over white men.

The Department reserves the right to amend these regulations and to advance the price to be paid for timber or stone to be taken under any contract if it be shown that the amount stipulated in the contract is less than the "full value," or to cancel any contract for failure to pay promptly the amounts due, or for any other good and sufficient cause, after due notice to the party or parties in interest, giving the right to show cause, within ten days from service of such notice, why this action should not be taken.

6. All applications and contracts filed hereunder shall be considered and treated as "special" by the United States Indian agent at Union Agency, the United States Indian inspector for Indian Territory, the Office of Indian Affairs, and the Department of the Interior, and as entitled to prompt and expeditious treatment.

W. A. JONES,
Commissioner of Indian Affairs.

WASHINGTON, D. C., *February 28, 1903.*

Approved:

E. A. HITCHCOCK, *Secretary.*

Amendment to regulations approved February 28, 1903, governing the procurement of timber and stone for domestic and industrial purposes in Indian Territory.

No merchantable timber taken from the land of either of said tribes shall be sold or disposed of in any manner by any citizen or noncitizen, except under contract

entered into in accordance with the provisions of these regulations or where special authority is procured from the Secretary of the Interior to permit of such disposal, whether or not it is claimed that land is being cleared for cultivation or selected as the prospective allotment of any Indian: *Provided*, That nothing herein contained will be construed to prohibit Indian citizens, where actually in good faith clearing their land for cultivation, from disposing of the surplus timber taken from such land for stove wood or cord wood only for local consumption.

Approved August 5, 1903.

THOS. RYAN, *Acting Secretary*.

AN ACT to provide for the use of timber and stone for domestic and industrial purposes in the Indian Territory.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior is authorized to prescribe rules and regulations for the procurement of timber and stone for such domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways, to be used only in the Indian Territory, as in his judgment he shall deem necessary and proper, from lands belonging to either of the Five Civilized Tribes of Indians, and to fix the full value thereof to be paid therefor and collect the same for the benefit of said tribes; and every person who unlawfully cuts, or aids, or is employed in unlawfully cutting, or wantonly destroys, or procures to be wantonly destroyed, any timber standing upon the land of either of said tribes, or sells or transports any of such timber or stone outside of the Indian Territory, contrary to the regulations prescribed by the Secretary, shall pay a fine of not more than five hundred dollars or be imprisoned not more than twelve months, or both, in the discretion of the court trying the same. (31 Stat., 660.)

Approved, June 6, 1900.

(PUBLIC—No. 32.)

AN ACT to amend an act entitled "An act to provide for the use of timber and stone for domestic and industrial purposes in the Indian Territory," approved June sixth, nineteen hundred.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the act entitled "An act to provide for the use of timber and stone for domestic and industrial purposes in the Indian Territory," approved June sixth, nineteen hundred, be amended so as to read as follows:

"That the Secretary of the Interior is authorized to prescribe rules and regulations for the procurement of timber and stone for domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways, to be used only in the Indian Territory, or upon any railroad outside of the said Territory which is part of any continuous line of railroad extending into the said Territory, from lands belonging to either of the Five Civilized Tribes, and to fix the full value thereof to be paid therefor, and collect the same for the benefit of said tribes: *Provided, however*, That nothing herein contained shall be construed to prevent allottees from disposing of timber and stone on their allotments, as provided in section sixteen of an act entitled 'An act for the protection of the people of the Indian Territory, and for other purposes,' approved June twenty-eighth, eighteen hundred and ninety-eight, from and after the allotment by the Commission to the Five Civilized Tribes.

"SEC. 2. That every person who unlawfully cuts, or aids, or is employed in unlawfully cutting, or wantonly destroys, or procures to be wantonly destroyed, any timber standing upon the lands of either of said tribes contrary to the provisions of this act and the regulations prescribed thereunder by the Secretary of the Interior, shall pay a fine of not more than five hundred dollars or be imprisoned not more than twelve months, or both, in the discretion of the court trying the same."

Approved, January 21, 1903.

FORM OF APPLICATION.

I hereby apply for permission to enter into a contract with the United States Indian agent at Muskogee, Indian Territory, for the purchase of (a) _____, located on the (b) _____, 190—.

Such timber or stone is to be used at _____.

I consider that the timber is worth on the stump the following prices, to wit: _____, and that the stone is worth the following price per cubic yard, to wit: _____.

I base my opinion as to the value above stated upon the following facts: (c) _____.

Subscribed and sworn to before me, _____, this _____ day of _____, 19____.

_____ and _____, being by me first duly sworn, upon their oaths state, each for himself, that he is well acquainted with the land above described and with the quantity and quality of the timber and stone thereon, and with the place or places where it is proposed to use the above-mentioned material, and also with the values and prices of timber and stone in the vicinity of the place from which it is proposed to take and where it is proposed to use such material, and with the cost of removing and transporting timber and stone, and with all the facts stated by the applicant above named, and knows that the facts stated by him are true and correct in every particular.

Subscribed and sworn to before me, a _____ for the _____, at my office in _____, this _____ day of _____, _____.

^aInsert amount, kind, and character of timber or stone, or both, desired.

^bInsert description of land.

^cState distance from place where material is to be procured to place where it is to be used, cost of transportation, etc., market price of material where it is to be used, and any other facts which may be of aid in arriving at a conclusion.

FORM OF INDIAN TERRITORY TIMBER AND STONE CONTRACT.

— NATION.

[Write all names and addresses in full.]

This agreement, made and entered into in quadruplicate at the Union Agency, Muscogee, Indian Territory, this ___ day of ___, 190___ by and between ___, United States Indian agent for the Union Agency, party of the first part, and ___, of ___, part— of the second part, under and in pursuance of the provisions of the act of Congress approved June 6, 1900 (31 Stat., 660), as amended by the act of January 21, 1903 (Public No. 32), and the rules and regulations prescribed by the Secretary of the Interior relative to the procurement of timber and stone from any of the lands belonging to any of the Five Civilized Tribes, and the timber or stone procured under the provisions of this act and the rules and regulations heretofore or that may hereafter be prescribed by the Secretary of the Interior:

Witnesseth, that the said party of the first part agrees to sell to said part— of the second part timber or stone of the kind or kinds hereinafter specified, standing, fallen, lying, or being on lands within the limits of the ___ Nation, which said lands are described as follows, to wit: The ___ of section ___, of township (a) ___, of range (b) ___, of the Indian meridian, and containing ___ acres, more or less.

The part— of the second part agree— to cut and remove the timber or quarry and remove the stone hereinafter mentioned from within the above-described limits, and agree— to employ Indian labor in the cutting and removal of the timber and the quarrying and removal of the stone in preference to other labor on equal terms, whenever suitable Indian labor can be obtained.

For and in consideration of the foregoing, the said part— of the second part also agree— to pay to the United States Indian agent for the Union Agency, for the benefit of the ___ tribe of Indians, for all such timber cut and stone quarried on said described lands, at the following rates, to wit:

MERCHANTABLE SAW TIMBER, i. e., TIMBER CAPABLE OF BEING MANUFACTURED INTO LUMBER.

For walnut timber, ___ per thousand feet; for cypress timber, ___ per thousand feet; for ash timber, ___ per thousand feet; for oak timber, ___ per thousand feet; for pine timber, ___ per thousand feet; for cottonwood timber, ___ per thousand feet; and for ___ timber, ___ per thousand feet.

TELEGRAPH POLES.

Cedar, four to five inch top, eight to ten inch bottom, ___ feet long, ___ cents each.
 Cedar, six-inch top, twelve-inch bottom, ___ feet long, ___ cents each.
 Cedar, ___ inch top, ___ inch bottom, ___ feet long, ___ cents each.
 Oak, four to five inch top, eight to ten inch bottom, ___ feet long, ___ cents each.
 Oak, six-inch top, twelve-inch bottom, ___ feet long, ___ cents each.
 Oak, ___ inch top, ___ inch bottom, ___ feet long, ___ cents each.

PILING.

Cedar, ___ cents per foot; oak, ___ cents per foot, running measure.

RAILROAD CROSS-TIES (BRIDGE, HEWN OR SAWED).

Oak (post, burr, white, red, or black), ___ cents each.
 Pine, ___ cents each.
 Cedar, bois d'arc, walnut, mulberry, sassafras, and red or slippery elm, ___ cents each.
 Black locust and coffee bean, ___ cents each.

RAILROAD SWITCH TIES.

Oak (post, white, burr, red, or black), ___ cents each.
 Pine, ___ cents each.

FENCE POSTS.

___ cents each.

CORD WOOD.

___ dollar— per cord.

STONE.

It is agreed that full payment shall be made for said timber or stone before any of it is removed from the land hereinbefore described, and title to said timber or stone shall not vest in the part—of the second part until full payment shall have been made therefor.

It is further agreed that said timber shall be cut and removed, and that said stone shall be quarried and removed from said land as soon as practicable after the date of this contract, so that no depreciation in value or waste may accrue to said party of the first part by reason of unnecessary delay in the removal of said timber or stone: *Provided*, That the terms of this contract shall not extend beyond the period of one year from the date hereof, and the timber or stone procured under this contract may be used for "domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways, to be used only in the Indian Territory, or upon any railroad outside of the said Territory which is part of any continuous line of railroad extending into the said Territory."

It is further understood and agreed by the part— of the second part that this agreement is void and of no effect unless approved by the Secretary of the Interior.

The part— of the second part further agree— that this agreement shall in all respects be subject to the rules and regulations heretofore, or that may hereafter be, prescribed under the said act of June 6, 1900 (31 Stat., 660), as amended by the act of January 21, 1903 (Public, No. 32), by the Secretary of the Interior relative to the procurement of timber and stone from any of the lands belonging to any of the Five Civilized Tribes, and to pay to the United States Indian agent for the Union Agency the full value of the timber or stone hereinbefore mentioned, in accordance with the provisions hereof.

The part— of the second part ___ firmly bound for the faithful compliance with the stipulations of this agreement by and under the bond made and executed by the part— of the second part as principal— and ___ as suret—, entered into the ___ day of ___, and which is on file in the office of the Commissioner of Indian Affairs.

^a State whether north or south.

^b State whether east or west

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses:

As to
As to
As to
As to

[SEAL.]
U. S. Indian Agent.
[SEAL.]
[SEAL.]
[SEAL.]

[Indorsements on contract.]

No.
DEPARTMENT OF THE INTERIOR,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,
Muskogee, I. T., 190-

Respectfully forwarded to the Commissioner of Indian Affairs for consideration with my report of even date.

U. S. Indian Agent.

Agreement.
U. S. Indian Agent,
WITH
of

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., 190-

Respectfully submitted to the Secretary of the Interior with favorable recommendation.

Commissioner.

Sec. , Tp. , Range , in the
Nation, Indian Territory.
Dated , 190-
Expires , 190-

DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190-

Approved.

Secretary of the Interior.

FORM OF BOND.

KNOW ALL MEN BY THESE PRESENTS, That we (b) , of , as principals, and
of , and of , as sureties, are held and firmly bound unto the United States of America in the sum of dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the above-bounden , as principal, entered into a certain agreement dated , 190-, with the United States Indian agent for the Union Agency, for the purchase of , to be procured from (c) the , said to be used for domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways, to be used only in the Indian Territory, or upon any railroad outside of the said Territory which is part of any continuous line of railroad extending into the said Territory.

Now, if the above-bounden shall faithfully carry out and observe all the obligations assumed in said agreement by , and shall observe all the laws of the United States and regulations made, or which shall be made thereunder for the government of trade and intercourse with the Indian tribes, and the rules and regulations that have been or may be prescribed by the Secretary of the Interior under the act of Congress approved June 6, 1900 (31 Stat., 660), as amended by the act of January 21, 1903 (Public No. 32), relative to the procurement of timber and stone from lands belonging to any of the Five Civilized Tribes in the Indian Territory, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed in the presence of (d) -

Witness lines

[L. S.] (e)
[L. S.] (e)
[L. S.] (e)
[L. S.] (e)

[Indorsement on bond.]

DEPARTMENT OF THE INTERIOR.
WASHINGTON, D. C.

BOND.

of , covering the purchase of ,
in the Nation, Indian Territory.
Dated , 190-

Approved.

Secretary.

a Two witnesses to each signature, including signature of agent.
b The Christian names and residences of principals and of the sureties, where personal sureties are given, of whom there must be two.
c Give description of land.
d There must be at least two witnesses to all signatures, though the same two persons may witness all.
e A seal must be attached by some adhesive substance to the signature of principals and sureties.

APPENDIX NO. 9.

[Extracts from Indian appropriation act for the fiscal year 1902, approved March 3, 1901 (51 Stat., 1447), showing legislation pertaining to Indian Territory.]

* * * That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw Nation refuses or fails to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw Nation to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created.

* * * That no act, ordinance, or resolution of the Creek or Cherokee tribes, except resolutions for adjournment, 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 principal chief 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.

* * * That the Secretary of the Interior is hereby authorized and empowered to grant a right of way, in the nature of an easement, for the construction, operation, and maintenance of telephone and telegraph lines and offices for general telephone and telegraph business through any Indian reservation, through any lands held by an Indian tribe or nation in the Indian Territory, through any lands reserved for an Indian agency or Indian school, or for other purposes in connection with the Indian service, or through any lands which have been allotted in severalty to any individual Indian under any law or treaty, but which have not been conveyed to the allottee with full power of alienation, upon the terms and conditions herein expressed. No such lines shall be constructed across Indian lands, as above mentioned, until authority therefor has first been obtained from the Secretary of the Interior, and the maps of definite location of the lines shall be subject to his approval. The compensation to be paid the tribes in their tribal capacity and the individual allottees for such right of way through their lands shall be determined in such manner as the Secretary of the Interior may direct, and shall be subject to his final approval; and where such lines are not subject to State or Territorial taxation the company or owner of the line shall pay to the Secretary of the Interior, for the use and benefit of the Indians, such annual tax as he may designate, not exceeding five dollars for each ten miles of line so constructed and maintained, and all such lines shall be constructed and maintained under such rules and regulations as said Secretary may prescribe; but nothing herein contained shall be so construed as to exempt the owners of such lines from the payment of any tax that may be lawfully assessed against them by either State, Territorial, or municipal authority; and Congress hereby expressly reserves the right to regulate the tolls or charges for the transmission of messages over any lines constructed under the provisions of this act: *Provided*, That incorporated cities and towns into or through which such telephone or telegraphic lines may be constructed shall have the power to regulate the manner of construction therein, and nothing herein contained shall be so construed as to deny the right of municipal taxation in such towns and cities.

APPENDIX NO. 10.

REGULATIONS OF THE DEPARTMENT OF THE INTERIOR UNDER SECTION 3 OF THE ACT OF MARCH 3, 1901, CONCERNING RIGHT OF WAY FOR A TELEPHONE AND TELEGRAPH LINE THROUGH ANY LANDS HELD BY AN INDIAN TRIBE OR NATION IN THE INDIAN TERRITORY, THROUGH ANY LANDS RESERVED FOR AN INDIAN AGENCY OR INDIAN SCHOOL, OR FOR OTHER PURPOSE IN CONNECTION WITH THE INDIAN SERVICE, OR THROUGH ANY LANDS WHICH HAVE BEEN ALLOTTED IN SEVERALTY.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., March 15, 1901.

The following regulations are prescribed under section 3 of the act of March 3, 1901 (Public—No. 137), granting right of way for a telephone and telegraph line through any Indian reservation, through any lands held by an Indian tribe or nation

in the Indian Territory, lands reserved for an Indian agency or Indian school, or for other purpose in connection with the Indian service, or allotted lands:

1. Section 3 of the act of Congress approved March 3, 1901, entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and two, and for other purposes," is as follows:

SEC. 3. That the Secretary of the Interior is hereby authorized and empowered to grant a right of way, in the nature of an easement, for the construction, operation, and maintenance of telephone and telegraph lines and offices for general telephone and telegraph business through any Indian reservation, through any lands held by an Indian tribe or nation in the Indian Territory, through any lands reserved for an Indian agency or Indian school, or for other purpose in connection with the Indian service, or through any lands which have been allotted in severalty to any individual Indian under any law or treaty, but which have not been conveyed to the allottee with full power of alienation, upon the terms and conditions herein expressed. No such lines shall be constructed across Indian lands, as above mentioned, until authority therefor has first been obtained from the Secretary of the Interior, and the maps of definite location of the lines shall be subject to his approval. The compensation to be paid the tribes in their tribal capacity and the individual allottees for such right of way through their lands shall be determined in such manner as the Secretary of the Interior may direct, and shall be subject to his final approval; and where such lines are not subject to State or Territorial taxation the company or owner of the line shall pay to the Secretary of the Interior, for the use and benefit of the Indians, such annual tax as he may designate, not exceeding five dollars for each ten miles of line so constructed and maintained; and all such lines shall be constructed and maintained under such rules and regulations as said Secretary may prescribe. But nothing herein contained shall be so construed as to exempt the owners of such lines from the payment of any tax that may be lawfully assessed against them by either State, Territorial, or municipal authority; and Congress hereby expressly reserves the right to regulate the tolls or charges for the transmission of messages over any lines constructed under the provisions of this act: *Provided*, That incorporated cities and towns into or through which such telephone or telegraphic lines may be constructed shall have the power to regulate the manner of construction therein, and nothing herein contained shall be so construed as to deny the right of municipal taxation in such towns and cities. * * *

2. No company or individual is authorized to construct a telephone or telegraph line across Indian lands as mentioned in the foregoing section of the act of March 3, 1901, until authority therefor has first been obtained from the Secretary of the Interior.

3. Any company or individual desiring to obtain such permission must file an application therefor in this Office, for transmission to the Secretary of the Interior. Such application should, in as particular a manner as possible, describe the route of the proposed telephone or telegraph line within the lands named in the above section and must be accompanied, in the case of a company or corporation, by—

First. A copy of its articles of incorporation, duly certified to by the proper officer of the company under its corporate seal or by the secretary of the State or Territory where organized.

Second. A copy of the State or Territorial law under which the company was organized, with the certificate of the governor or secretary of the State or Territory that the same is the existing law.

Third. When said law directs that the articles of association or other papers connected with the organization be filed with any State or Territorial officer, the certificate of such officer that the same have been filed according to law, with the date of the filing thereof.

Fourth. When a company is operating in a State or Territory other than that in which it is incorporated, the certificate of the proper officer of the State or Territory is required that it has complied with the laws of that State or Territory governing foreign corporations to the extent required to entitle the company to operate in such State or Territory.

Fifth. The official statement, under seal of the proper officer, that the organization has been completed; that the company is fully authorized to proceed with the construction of the line of telephone or telegraph according to the existing law. (Form 1.)

Sixth. An affidavit by the president, under the seal of the company, showing the names and designations of its officers at the date of the filing of the proofs. (Form 2.)

Seventh. Satisfactory evidence of the good faith of the company and its financial ability in the matter of the construction of the proposed line.

4. It is further provided in said section that maps of definite location of the lines shall be subject to the approval of the Secretary of the Interior.

5. All maps of location presented for approval under said section 3 should be filed with this Office and should be drawn on tracing linen and in duplicate.

6. Where the proposed line is greatly in excess of 20 miles, separate maps should be filed in 20-mile sections.

7. Where grounds are required for office purposes, the exact location of the same should be noted upon the maps of location, but separate plats of such grounds must be filed and approved.

8. The scale of maps showing the line of route should be 2,000 feet to an inch. The

maps may, however, be drawn to a larger scale when necessary; but the scale must not be so greatly increased as to make the map inconveniently large for handling. Plats of grounds required for office purposes should be drawn on a scale of 50 feet to an inch, and must be filed separately from the line of route. Such plats should show enough of the line of route to indicate the position of the tract with reference thereto.

9. The termini of the line of route should be fixed by reference of course and distance to the nearest existing corner of the public survey. The map, engineer's affidavit, and president's certificate (Forms 3 and 4) should each show these conditions. A tract for grounds for office purposes must be similarly referenced and described on the plat.

10. In filing maps of location for approval under said section 3 the same should be accompanied by the affidavit of the president or other principal officer of the company, defining the purpose, intent, and financial ability of the company in the matter of the construction of the proposed line. Further, each map should be accompanied by evidence of the service of an exact copy thereof, and the date of such service upon (1) in case of allottees, or in case of a reservation, the agent in charge; (2) in case of the Five Civilized Tribes, upon the principal chief or secretary of such tribe or nation.

11. No action will be taken upon such map until the expiration of twenty days from the date of such service.

12. A company will not be permitted to proceed with the construction of any portion of its line until the map showing the location thereof has first been approved by the Secretary of the Interior.

13. When a line of telephone or telegraph is constructed, an affidavit of the president setting forth the fact must be filed in this Office in duplicate. If a change from the route indicated upon the approved map of location is found to be necessary, on account of engineering difficulties or otherwise, new maps and field notes of the changed route must be filed and approved, and a right of way upon such changed lines must be acquired, damages ascertained, and compensation paid on account thereof, in all respects as in the case of the original location, before construction can be proceeded with upon such changed line.

14. Upon the approval of the map of definite location specific directions will be given in the matter of the acquirement of the right of way and determination of damages occasioned by the construction of the line.

15. The conditions on different reservations throughout the country are so varied that it is deemed inadvisable to prescribe definite rules in the matter of determining the tribal compensation and damages for right of way. As a rule, however, the United States Indian agent, or a special United States Indian agent, or Indian inspector will be designated to determine such compensation and damages, subject to the approval of the Secretary of the Interior.

16. Telephone and telegraph companies should not independently attempt to negotiate with the individual occupants and allottees for right of way and damages. When the lands are not attached to an agency, some proper person will be designated to act with the allottee in determining the individual damages. Where such lands are attached to an Indian agency, the United States Indian agent or other proper person connected with the Indian service will be designated to act with and for the allottees or occupants in the matter of determining individual damages for right of way, subject to the approval of the Secretary of the Interior.

17. No company having secured a right of way under the provisions of this section will be permitted to lease or enter into any arrangements with any other company or individual for the use of any poles or fixtures erected and maintained by virtue of authority granted under this section without first obtaining the consent of the Secretary of the Interior.

18. The foregoing regulations shall be observed, so far as applicable, by any individual seeking to procure a right of way for the construction of telephone and telegraph lines under the provisions of this section, and particularly as to the purpose, intent, and financial ability of the applicant.

19. If in the administration of said section cases are found which are not covered by these regulations, such cases will be disposed of according to their respective merits under special instructions, or supplemental regulations embracing cases of that character will be adopted as may seem necessary.

Very respectfully,

W. A. JONES,
Commissioner.

DEPARTMENT OF THE INTERIOR, March 26, 1901.

Approved.

E. A. HITCHCOCK, Secretary.

ADDENDA.

(Regulations, March 26, 1901.)

REGULATIONS CONCERNING THE ESTABLISHMENT OR MAINTENANCE OF LOCAL TELEPHONE EXCHANGES IN INCORPORATED CITIES AND TOWNS IN THE INDIAN TERRITORY, UNDER SECTION 3 OF THE ACT OF MARCH 3, 1901.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 6, 1901.

No company or individual is authorized to establish or maintain a local telephone exchange in any incorporated city or town in the Indian Territory, under the provisions of the act of March 3, 1901, until authority therefor has first been obtained from the Secretary of the Interior.

Any company or individual desiring to obtain such permission must file an application therefor in this office, for transmission to the Secretary of the Interior. Such application should, in as particular a manner as possible, outline the general plan of the proposed system and must be accompanied, in the case of a company or corporation, by the showing required in subdivisions 1 to 7, both inclusive, of paragraph 3 of the regulations of March 26, 1901. If this showing has been made in connection with an application for a long-distance or other telephone line, a reference to the previous application will be sufficient.

This office, before transmitting such application to the Secretary of the Interior, will obtain an expression of the views of the city or town authorities upon the general plan of the proposed exchange.

The general outline of the plan should be submitted in duplicate.

The foregoing regulations shall be observed, so far as applicable, by any individual seeking to procure permission to establish or maintain a telephone exchange in any incorporated city or town in the Indian Territory, and particularly as to the purpose, intent, and financial ability of the applicant.

W. A. JONES,
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, November 9, 1901.

Approved:

E. A. HITCHCOCK,
Secretary.

Forms for proof of organization of company and verification of maps of location.

(1)

I, _____, secretary (or president) of the _____ company, do hereby certify that the organization of said company has been completed; that the company is fully authorized to proceed with the construction of the line according to the existing laws of the State (or Territory), and that the copy of the articles of association (or incorporation) of the company herewith (or heretofore filed in the Department of the Interior) is a true and correct copy.

In witness whereof I have hereunto set my name and the corporate seal of the company.

[SEAL.]

of the _____ Company.

(2)

State of _____,
County of _____, ss:

_____, being duly sworn, says that he is the president of the _____ company, and that the following is a true list of the officers of the said company, with the full name and official designation of each, to wit: (Here insert the full name and official designation of each officer.)

[SEAL OF COMPANY.]

President of the Company.

(3)

State of _____,
County of _____, ss:

_____, being duly sworn, says he is the chief engineer of (or is the person employed to locate) the line of telephone and telegraph of the _____ company; that the location of the line of route of said lines from _____ to _____, a distance of _____ miles, was made by him or under his direction as surveyor employed by the company and under its authority, commencing on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____; and that such survey is accurately represented on the accompanying map.

Sworn and subscribed to before me this _____ day of _____, 19____.

[SEAL.]

Notary Public.

(4)

I, _____, do hereby certify that I am the president of the _____ company; that _____, who subscribed the foregoing affidavit, was employed to make the survey by the said company; that the survey of line of route of the company's lines, as accurately represented on the accompanying map, was made under authority of the company; that the said line of route so surveyed and as represented on the said map was adopted by the company by resolution of its board of directors on the _____ day of _____, 19____, as the definite location of the telephone and telegraph line from _____ to _____, a distance of _____ miles; and that the map has been prepared to be filed for the approval of the Secretary of the Interior, in order that the company may obtain the benefits of the third section of the act of Congress approved March 3, 1901 (Public—No. 137), entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and two, and for other purposes."

Attest:

President of the _____ Company.

Secretary.

[SEAL OF COMPANY.]

APPENDIX NO. 11.

[Extracts from Indian appropriation act for fiscal year 1903, approved May 27, 1902 (32 Stat., 245), showing legislation pertaining to the Indian Territory.]

* * * To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, fifty thousand dollars: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw nations fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive, of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created: *Provided further*, That the limit of such towns in the Cherokee, Choctaw, and Chickasaw nations having a population of less than two hundred people, as in the judgment of the Secretary of the Interior should be established, shall be defined as early as practicable by the Secretary of the Interior in the same manner as provided for towns having over two hundred people under existing law, and the same shall not be subject to allotment. That the land so segregated and reserved from allotment shall be disposed of in such manner as the Secretary of the Interior may direct by a town-site commission, one member to be appointed by the Secretary of the Interior and one by the executive of the nation in which such land is located; proceeds arising from the disposition of such lands to be applied in like manner as the proceeds of other lands in town sites.

For the purpose of removing intruders and placing allottees in unrestricted possession of their allotments, to be expended under the direction of the Secretary of the Interior, and to be immediately available, fifteen thousand dollars; in all, one hundred and sixty thousand dollars: *Provided, however*, That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory: *Provided*, That the just and reasonable share of each member of the Chickasaw, Choctaw, Creek, and Cherokee nations of Indians, in the lands belonging to the said tribes which each member is entitled to hold in his possession until allotments are made, as provided in the act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, be, and the same is hereby, declared to be three hundred and twenty acres for each member of the Chickasaw Nation, three hundred and twenty acres for each member of the Choctaw Nation, one hundred and sixty acres for each member of the Creek Nation, and one hundred acres for each member of the Cherokee Nation. * * *

APPENDIX NO. 12.

[May 19, 1902.]

[PUBLIC—No. 117.]

AN ACT for the protection of cities and towns in 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 any incorporated city or town in the Indian Territory having a population of two thousand or more is hereby authorized to issue bonds and borrow money thereon, to be used for the construction of sewers and waterworks and the building of schoolhouses; such bonds not to exceed an amount the interest on which at five per centum per annum would be liquidated by a tax of five mills upon the dollar of the valuation of the taxable property in such city or town, to be ascertained by the last assessment for purposes of taxation; that before such bonds shall be issued the same shall be authorized by a two-thirds majority of the qualified voters of such city or town voting at an election held for that purpose, notice of which shall be published for four consecutive weeks prior thereto in a newspaper of general circulation published in such municipality: *Provided,* That such bonds shall not be issued until it shall be made to appear to the satisfaction of the judge of the United States court for the judicial district in which such municipality is located, by petition of the mayor and council thereof, that all the requirements of this section have been complied with, who shall thereupon cause to be entered upon the minutes of his court a judgment or decree reciting the facts as he finds them to be: *Provided, however,* That before any election shall be held for the purposes herein named a census shall be taken and the population of said municipality ascertained by some suitable person, or persons, appointed for that purpose by the said judge of the district court, who shall make a sworn return to said judge showing the number of inhabitants thereof, and that the judgment or decree shall set forth the population and taxable wealth of the municipality, and said order or decree shall be printed on said bond and made a part thereof and shall be final and conclusive against said municipality in any litigation on said bonds.

SEC. 2. That such bonds shall contain all necessary and usual provisions expressing the contract, shall be signed by the mayor, and countersigned by the treasurer of such municipality, who shall keep a proper record of such bonds. Said bonds shall not bear a rate of interest exceeding five per centum per annum, payable semi-annually, and none of said bonds shall be sold at less than their par value.

SEC. 3. That any municipality incurring any indebtedness for the purposes provided for in this act shall, by ordinance which shall be irrevocable, provide for the collection of an annual tax sufficient to pay the interest on such bonds as the same falls due, and also to pay and discharge the principal thereof within twenty years from the date of contracting the same: *Provided,* That if any municipality shall have the authority under any special act to issue its bonds, the amount of the bonds issued under the special act shall be first deducted, and there shall only be issued under this act such additional bonds as shall not exceed the limit provided in this act.

Approved May 19, 1902.

APPENDIX NO. 13.

[PUBLIC—No. 26.]

AN ACT to grant the right of way through the Oklahoma Territory and the Indian Territory to the Enid and Anadarko Railway Company, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Enid and Anadarko Railway Company, a corporation created under and by virtue of the laws of the Territory of Oklahoma, be, and the same is hereby, invested and empowered with the right of locating, constructing, owning, equipping, operating, using, and maintaining a railway and telegraph and telephone line through the Territory of Oklahoma and the Indian Territory, beginning at a point on its railway between Anadarko and Watonga, in the Territory of Oklahoma, thence in an easterly direction by the most practicable route to a point on the eastern boundary of the Indian Territory near Fort Smith, in the State of Arkansas, together with such branch lines to be built from any point on the line

above described to any other point in the Indian Territory as said railway company may at any time hereafter decide to construct, with the right to construct, use, and maintain such tracks, turn-outs, sidings, and extensions as said company may deem it to its interest to construct along and upon the right of way and depot grounds hereby granted.

SEC. 2. That said corporation is authorized to take and use for all purposes of a railway, and for no other purpose, a right of way one hundred feet in width through said Oklahoma Territory and said Indian Territory, and to take and use a strip of land two hundred feet in width, with a length of two thousand feet, in addition to right of way, for stations, for every eight miles of road, with the right to use such additional ground where there are heavy cuts or fills as may be necessary for the construction and maintenance of the roadbed, not exceeding one hundred feet in width on each side of said right of way, or as much thereof as may be included in said cut or fill: *Provided*, That no more than said addition of land shall be taken for any one station: *Provided further*, That no part of the lands herein authorized to be taken shall be leased or sold by the company, and they shall not be used except in such manner and for such purposes only as shall be necessary for the construction and convenient operation of said railway, telegraph, and telephone lines; and when any portion thereof shall cease to be so used such portion shall revert to the nation or tribe of Indians from which the same shall have been taken.

SEC. 3. That before said railway shall be constructed through any lands held by individual occupants according to the laws, customs, and usages of any of the Indian nations or tribes through which it may be constructed, full compensation shall be made to such occupants for all property to be taken or damage done by reason of the construction of such railway. In case of failure to make amicable settlement with any occupant, such compensation shall be determined by the appraisement of three disinterested referees, to be appointed, one (who shall act as chairman) by the Secretary of the Interior, one by the chief of the nation to which said occupant belongs, and one by said railway company, who, before entering upon the duties of their appointment, shall take and subscribe, before a district judge, clerk of the district court, or United States commissioner, an oath that they will faithfully and impartially discharge the duties of their appointment, which oath, duly certified, shall be returned with their award to and filed with the Secretary of the Interior within sixty days from the completion thereof; and a majority of said referees shall be competent to act in case of the absence of a member, after due notice. And upon the failure of either party to make such appointment within thirty days after the appointment made by the Secretary of the Interior, the vacancy shall be filled by a judge of the United States court for the Indian Territory upon the application of the other party. The chairman of said board shall appoint the time and place for all hearings within the nation to which such occupant belongs. Each of said referees shall receive for his services the sum of four dollars per day for each day they are engaged in the trial of any case submitted to them under this act, with mileage at five cents per mile. Witnesses shall receive the usual fees allowed by the courts of said nations. Costs, including compensation of the referees, shall be made a part of the award, and be paid by such railway company. In case the referees can not agree, then any two of them are authorized to make the award. Either party being dissatisfied with the finding of the referees shall have the right, within ninety days after the making of the award and notice of the same, to appeal by original petition to the United States court for the Indian Territory, which court shall have jurisdiction to hear and determine the subject-matter of said petition, according to the laws of the Territory in which the same shall be heard provided for determining the damage when property is taken for railroad purposes. If upon the hearing of said appeal the judgment of the court shall be for a larger sum than the award of the referees, the cost of said appeal shall be adjudged against the railway company. If the judgment of the court shall be for the same sum as the award of the referees, then the costs shall be adjudged against the appellant. If the judgment of the court shall be for a smaller sum than the award of the referees, then the costs shall be adjudged against the party claiming damages. When proceedings have been commenced in court, the railway company shall pay double the amount of the award into court to abide the judgment thereof, and then have the right to enter upon the property sought to be condemned and proceed with the construction of the railway.

SEC. 4. That said railway company shall not charge the inhabitants of said Territory a greater rate of freight than the rate authorized by the laws of the Territory of Oklahoma for services or transportation of the same kind: *Provided*, That passenger rates on said railway shall not exceed three cents per mile. Congress hereby reserves the right to regulate the charges for freight and passengers on said railway and messages on said telegraph and telephone lines until a State government or governments

shall exist in said Territory within the limits of which said railway, or a part thereof, shall be located; and then such State government or governments shall be authorized to fix and regulate the cost of transportation of persons and freights within their respective limits by said railway; but Congress expressly reserves the right to fix and regulate at all times the cost of such transportation by said railway or said company whenever such transportation shall extend from one State into another, or shall extend into more than one State: *Provided, however,* That the rate of such transportation of passengers, local or interstate, shall not exceed the rate above expressed: *And provided further,* That said railway company shall carry the mail at such prices as Congress may by law provide; and until such rate is fixed by law the Postmaster-General may fix the rate of compensation.

SEC. 5. That said railway company shall pay to the Secretary of the Interior, for the benefit of the particular nations or tribes through whose lands said main line and branches may be located, the sum of fifty dollars, in addition to compensation provided for in this act for property taken and damages done to individual occupants by the construction of the railway, for each mile of railway that it may construct in said Territory, said payments to be made in installments of five hundred dollars as each ten miles of road is graded: *Provided,* That if the general council of said nations or tribes through whose lands said railway may be located or the principal executive officer of the tribe if the general council be not in session shall, within four months after the filing of maps of definite location, as set forth in section six of this act, dissent from the allowances provided for in this section, and shall certify the same to the Secretary of the Interior, then all compensation to be paid to such dissenting nation or tribe under the provisions of this act shall be determined as provided in section three for the determination of the compensation to be paid to the individual occupant of lands, with the right of appeal to the courts upon the same terms, conditions, and requirements as therein provided: *Provided further,* That the amount awarded or adjudged to be paid by said railway company for said dissenting nation or tribe shall be in lieu of the compensation that said nation or tribe would be entitled to receive under the foregoing provisions. Said company shall also pay, so long as said Territory is owned and occupied by the Indians in their tribal relations, to the Secretary of the Interior the sum of fifteen dollars per annum for each mile of railway it shall construct in said Territory. The money paid to the Secretary of the Interior under the provisions of this act shall be apportioned by him in accordance with the laws and treaties now in force between the United States and said nations or tribes, according to the number of miles of railway that may be constructed by said railway company through their lands: *Provided,* That Congress shall have the right, so long as said lands are occupied and possessed by said nation or tribe, to impose such additional taxes upon said railway as it may deem just and proper for their benefit; and any Territory or State hereafter formed through which said railway shall have been established may exercise the like power as to such part of said railway as may lie within its limits. Said railway company shall have the right to survey and locate its railway immediately after the passage of this act.

SEC. 6. That said company shall cause maps, showing the route of its located line through said Territory, to be filed in the office of the Secretary of the Interior, and also to be filed in the office of the principal chief of each of the nations or tribes through whose lands said railway may be located, and after the filing of said maps no claim for a subsequent settlement and improvement upon the right of way shown by said maps shall be valid as against said company: *Provided,* That when a map showing any portion of said railway company's located line is filed as herein provided for, said company shall commence grading said located line within six months thereafter, or such location shall be void; and said location shall be approved by the Secretary of the Interior in sections of twenty-five miles before construction of any such section shall be begun.

SEC. 7. That the officers, servants, and employees of said company necessary to the construction and management of said road shall be allowed to reside, while so engaged, upon such right of way, but subject to the provisions of the Indian intercourse laws and such rules and regulations as may be established by the Secretary of the Interior in accordance with said intercourse laws.

SEC. 8. That the United States court for the Indian Territory and such other courts as may be authorized by Congress shall have, without reference to the amount in controversy, concurrent jurisdiction over all controversies arising between the said Enid and Anadarko Railway Company and the nation and tribe through whose territory said railway shall be constructed. Said courts shall have like jurisdiction, without reference to the amount in controversy, over all controversies arising between the inhabitants of said nation or tribe and said railway company; and the civil jurisdiction of said courts is hereby extended within the limits of said Indian Territory,

without distinction as to citizenship of the parties, so far as may be necessary to carry out the provisions of this act.

Sec. 9. That said railway company shall build at least one-tenth of its railway in said Territory within one year after the passage of this act, and complete its road within three years after the approval of its map of location by the Secretary of the Interior or the rights herein granted shall be forfeited as to that portion not built; that said railway company shall construct and maintain continually all road and highway crossings and necessary bridges over said railway wherever said roads and highways do now or may hereafter cross said railway's right of way, or may be by the proper authorities laid out across the same.

Sec. 10. That the said Enid and Anadarko Railway Company shall accept this right of way upon the express condition, binding upon itself, its successors, and assigns, that they will neither aid, advise, nor assist in any effort looking toward the changing or extinguishing the present tenure of the Indians in their land, and will not attempt to secure from the Indian nation any further grant of land, or its occupancy, than is hereinbefore provided: *Provided*, That any violation of the condition mentioned in this section shall operate as a forfeiture of all the rights and privileges of said railway company under this act.

Sec. 11. That all mortgages executed by said railway company conveying any portion of its railway, with its franchises, that may be constructed in said Indian Territory shall be recorded in the Department of the Interior, and the record thereof shall be evidence and notice of their execution, and shall convey all rights, franchises, and property of said company as therein expressed.

Sec. 12. That Congress may at any time amend, add to, alter, or repeal this act; and the right of way herein and hereby granted shall not be assigned or transferred in any form whatever prior to the construction and completion of the road, except as to mortgages or other liens that may be given or secured thereon to aid in the construction thereof.

Sec. 13. That the right to locate, construct, own, equip, operate, use, and maintain a railway and telegraph and telephone line or lines into, in, or through the Indian Territory, together with the right to take and condemn lands for right of way, depot grounds, terminals, and other railway purposes, in or through any lands held by any Indian tribe or nation, person, individual, or municipality in said Territory, or in or through any lands in said Territory which have been or may hereafter be allotted in severalty to any individual Indian or other person under any law or treaty, whether the same have or have not been conveyed to the allottee, with full power of alienation, is hereby granted to any railway company organized under the laws of the United States or of any State or Territory which shall comply with this act.

Sec. 14. That the right of way of any railway company shall not exceed one hundred feet in width except where there are heavy cuts and fills, when one hundred feet additional may be taken on each side of said right of way; but lands additional and adjacent to said right of way may be taken and condemned by any railway company for station grounds, buildings, depots, side tracks, turn-outs, or other railroad purposes not exceeding two hundred feet in width by a length of two thousand feet. That additional lands not exceeding forty acres at any one place may be taken by any railway company when necessary for yards, roundhouses, turntables, machine shops, water stations, and other railroad purposes. And when necessary for a good and sufficient water supply in the operation of any railroad, any such railway company shall have the right to take and condemn additional lands for reservoirs for water stations, and for such purpose shall have the right to impound surface water or build dams across any creek, draw, canyon, or stream, and shall have the right to connect the same by pipe line with the railroad and take the necessary grounds for such purposes; and any railway company shall have the right to change or straighten its line, reduce its grades or curves, and locate new stations and to take the lands and right of way necessary therefor under the provisions of this act.

Sec. 15. That before any railroad shall be constructed or any lands taken or condemned for any of the purposes set forth in the preceding section, full compensation for such right of way and all land taken and all damage done or to be done by the construction of the railroad, or the taking of any lands for railroad purposes, shall be made to the individual owner, occupant, or allottee of such lands, and to the tribe or nation through or in which the same is situated: *Provided*, That correct maps of the said line of railroad in sections of twenty-five miles each, and of any lands taken under this act, shall be filed in the Department of the Interior, and shall also be filed with the United States Indian agent for Indian Territory, and with the principal chief or governor of any tribe or nation through which the lines of railroad may be located or in which said lines are situated.

In case of the failure of any railway company to make amicable settlement with

any individual owner, occupant, allottee, tribe, or nation for any right of way or lands or improvements sought to be appropriated or condemned under this act, all compensation and damages to be paid to the dissenting individual owner, occupant, allottee, tribe, or nation by reason of the appropriation and condemnation of said right of way, lands, or improvements shall be determined by the appraisement of three disinterested referees, to be appointed by the judge of the United States court, or other court of jurisdiction in the district where such lands are situated, on application of the corporation or other person or party in interest. Such referees, before entering upon the duties of their appointment, shall each take and subscribe, before competent authority, an oath that he will faithfully and impartially discharge the duties of his appointment, which oaths, duly certified, shall be returned with the award of the referees to the clerk of the court by which they were appointed. The referees shall also find in their report the names of the person and persons, tribe, or nation to whom the damages are payable and the interest of each person, tribe, or nation in the award of damages. Before such referees shall proceed with the assessment of damages for any right of way or other lands condemned under this act, twenty days' notice of the time when the same shall be condemned shall be given to all persons interested, by publication in some newspaper in general circulation nearest said property in the district where said right of way or said lands are situated, or by ten days' personal notice to each person owning or having any interest in said lands or right of way: *Provided*, That such notice to any tribe or nation may be served on the principal chief or governor of the tribe. If the referees can not agree, then any two of them are authorized to and shall make the award. Any party to the proceedings who is dissatisfied with the award of the referees shall have the right, within ten days after the making of the award, to appeal, by original petition, to the United States court, or other court of competent jurisdiction, sitting at the place nearest and most convenient to the property sought to be taken, where the question of the damages occasioned by the taking of the lands in controversy shall be tried *de novo*, and the judgment rendered by the court shall be final and conclusive, subject, however, to appeal as in other cases.

When the award of damages is filed with the clerk of the court by the referees, the railway company shall deposit the amount of such award with the clerk of the court, to abide the judgment thereof, and shall then have the right to enter upon and take possession of the property sought to be condemned: *Provided*, That when the said railway company is not satisfied with the award it shall have the right, before commencing construction, to abandon any portion of said right of way and adopt a new location, subject, however, as to such new location, to all the provisions of this act. Each of the referees shall receive for his compensation the sum of four dollars per day while actually engaged in the appraisement of the property and the hearing of any matter submitted to them under this act. Witnesses shall receive the fees and mileage allowed by law to witnesses in courts of record within the districts where such lands are located. Costs, including compensation of the referees, shall be made part of the award or judgment and be paid by the railway company: *Provided*, That if any party or person other than the railway company shall appeal from any award, and the judgment of the court does not award such appealing party or person more than the referees awarded, all costs occasioned by such appeal shall be paid by such appealing party or person.

SEC. 16. That where a railroad is constructed under the provisions of this act there shall be paid by the railway company to the Secretary of the Interior, for the benefit of the particular tribe or nation through whose lands any such railroad may be constructed, an annual charge of fifteen dollars per mile for each mile of road constructed, the same to be paid so long as said lands shall be owned and occupied by such nation or tribe, which payment shall be in addition to the compensation otherwise provided herein; and the grants herein are made upon the condition that Congress hereby reserves the right to regulate the charges for freight and passengers on said railways and messages on all telegraph and telephone lines until a State government or governments shall exist in said Territory within the limits of which any railway shall be located; and then such State government or governments shall be authorized to fix and regulate the cost of transportation of persons and freights within their respective limits by such railways; but Congress expressly reserves the right to fix and regulate at all times the cost of such transportation by said railways whenever such transportation shall extend from one State into another, or shall extend into more than one State; and that the railway companies shall carry the mail at such prices as Congress may by law provide; and until such rate is fixed by law the Postmaster-General may fix the rate of compensation.

SEC. 17. That any railway company authorized to construct, own, or operate a railroad in said Territory desiring to cross or unite its tracks with any other railroad

upon the grounds of such other railway company shall, after fifteen days' notice in writing to such other railroad company, make application in writing to the judge of the United States court for the district in which it is proposed to make such crossing or connection for the appointment of three disinterested referees to determine the necessity, place, manner, and time of such crossing or connection. The provisions of section three of this act with respect to the condemnation of right of way through tribal or individual lands shall, except as in this section otherwise provided, apply to proceedings to acquire the right to cross or connect with another railroad. Upon the hearing of any such application to cross or connect with any other railroad, either party or the referees may call and examine witnesses in regard to the matter, and said referees shall have the same power to administer oaths to witnesses that is now possessed by United States commissioners in said Territory, and said referees shall, after such hearing and a personal examination of the locality where a crossing or connection is desired, determine whether there is a necessity for such crossing or not, and if so, the place thereof, whether it shall be over or under the existing railroad, or at grade, and in other respects the manner of such crossing and the terms upon which the same shall be made and maintained: *Provided*, That no crossing shall be made through the yards or over the switches or side tracks of any existing railroad if a crossing can be effected at any other place that is practicable. If either party shall be dissatisfied with the terms of the order made by said referees, it may appeal to the United States court of the Indian Territory for the district wherein such crossing or connection is sought to be made in the same manner as appeals are allowed from a judgment of a United States commissioner to said court, and said appeal and all subsequent proceedings shall only affect the amount of compensation, if any, and other terms of crossing fixed by said referees, but shall not delay the making of said crossing or connection: *Provided*, That the corporation desiring such crossing or connection shall deposit with the clerk of the court the amount of compensation, if any is fixed by said referees, and shall execute and file with said clerk a bond of sufficient security, to be approved by the court or a judge thereof in vacation, to pay all damages and comply with all terms that may be adjudged by the court. Any railway company which shall violate or evade any of the provisions of this section shall forfeit for every such offense, to the person, company, or corporation injured thereby, three times the actual damages sustained by the party aggrieved.

SEC. 18. That when in any case two or more railroads crossing each other at a common grade shall, by a system of interlocking or automatic signals, or by any works or fixtures to be erected by them, render it safe for engines and trains to pass over such crossing without stopping, and such interlocking or automatic signals or works or fixtures shall be approved by the Interstate Commerce Commissioners, then, in that case, it is hereby made lawful for the engines and trains of such railroad or railroads to pass over such crossing without stopping, any law or the provisions of any law to the contrary notwithstanding; and when two or more railroads cross each other at a common grade, either of such roads may apply to the Interstate Commerce Commissioners for permission to introduce upon both of said railroads some system of interlocking or automatic signals or works or fixtures rendering it safe for engines and trains to pass over such crossings without stopping, and it shall be the duty of said Interstate Commerce Commissioners, if the system of works and fixtures which it is proposed to erect by said company are, in the opinion of the Commission, sufficient and proper, to grant such permission.

SEC. 19. That any railroad company which has obtained permission to introduce a system of interlocking or automatic signals at its crossing at a common grade with any other railroad, as provided in the last section, may, after thirty days' notice, in writing, to such other railroad company, introduce and erect such interlocking or automatic signals or fixtures; and if such railroad company, after such notification, refuses to join with the railroad company giving such notice in the construction of such works or fixtures, it shall be lawful for said company to enter upon the right of way and tracks of such second company, in such manner as to not unnecessarily impede the operation of such road, and erect such works and fixtures, and may recover in any action at law from such second company one-half of the total cost of erecting and maintaining such interlocking or automatic signals or works or fixtures on both of said roads.

SEC. 20. That all mortgages executed by any railway company conveying any portion of its railway, with its franchises, that may be constructed in said Indian Territory, shall be recorded in the Department of the Interior, and the record thereof shall be evidence and notice of their execution, and shall convey all rights, franchises, and property of said company as therein expressed.

SEC. 21. That Congress hereby reserves the right at any time to alter, amend, or repeal this act, or any portion thereof.

SEC. 22. That any railway company which has heretofore acquired, or may hereafter acquire, under any other act of Congress, a railroad right of way in Indian Territory may, in the manner herein prescribed, obtain any or all of the benefits and advantages of this act, and in such event shall become subject to all the requirements and responsibilities imposed by this act upon railroad companies acquiring a right of way hereunder. And where the time for the completion of a railroad in Indian Territory under any act granting a right of way therefor has expired, or shall hereafter expire, in advance of the construction of such railroad, or of any part thereof, the Secretary of the Interior may, upon good cause shown, extend the time for the completion of such railroad, or of any part thereof, for a time not exceeding two years from the date of such extension.

SEC. 23. That an act entitled "An act to provide for the acquiring of rights of way by railroad companies through Indian reservations, Indian lands, and Indian allotments, and for other purposes," approved March second, eighteen hundred and ninety-nine, so far as it applies to the Indian Territory and Oklahoma Territory, and all other acts or parts of acts inconsistent with this act are hereby repealed: *Provided*, That such repeal shall not affect any railroad company whose railroad is now actually being constructed, or ~~any~~ rights which have already accrued; but such railroads may be completed and such rights enforced in the manner provided by the laws under which such construction was commenced or under which such rights accrued: *And provided further*, That the provisions of this act shall apply also to the Osages' Reservation and other Indian reservations and allotted Indian lands in the Territory of Oklahoma, and all judicial proceedings herein authorized, may be commenced and prosecuted in the courts of said Oklahoma Territory which may now or hereafter exercise jurisdiction within said reservations or allotted lands.

Approved, February 28, 1902.

APPENDIX NO. 14.

[PUBLIC—No. 102.]

AN ACT providing for record of deeds and other conveyances and instruments of writing in 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 chapter twenty-seven of the Digest of the Statutes of Arkansas, known as Mansfield's Digest of eighteen hundred and eighty-four, is hereby extended to the Indian Territory, so far as the same may be applicable and not inconsistent with any law of Congress: *Provided*, That the clerk or deputy clerk of the United States court of each of the courts of said Territory shall be ex officio recorder for his district and perform the duties required of recorder in the chapter aforesaid, and use the seal of such court in cases requiring a seal, and keep the records of such office at the office of said clerk or deputy clerk.

It shall be the duty of each clerk or deputy clerk of such court to record in the books provided for his office all deeds, mortgages, deeds of trust, bonds, leases, covenants, defeasances, bills of sale, and other instruments of writing of or concerning lands, tenements, goods, or chattels; and where such instruments are for a period of time limited on the face of the instrument they shall be filed and indexed, if desired by the holder thereof, and such filing for the period of twelve months from the filing thereof shall have the same effect in law as if recorded at length. The fees for filing, indexing, and cross indexing such instruments shall be twenty-five cents, and for recording shall be as set forth in section thirty-two hundred and forty-three of Mansfield's Digest of eighteen hundred and eighty-four.

That the said clerk or deputy clerk of such court shall receive as compensation as such ex officio recorder for his district all fees received by him for recording instruments provided for in this act, amounting to one thousand eight hundred dollars per annum or less; and all fees so received by him as aforesaid amounting to more than the sum of one thousand eight hundred dollars per annum shall be accounted to the Department of Justice, to be applied to the permanent school fund of the district in which said court is located.

Such instruments heretofore recorded with the clerk of any United States court in Indian Territory shall not be required to be again recorded under this provision, but shall be transferred to the indexes without further cost, and such records heretofore made shall be of full force and effect, the same as if made under this statute.

That wherever in said chapter the word "county" occurs there shall be substituted therefor the word "district," and wherever the words "State" or "State of

Arkansas" occur there shall be substituted therefor the words "Indian Territory," and wherever the words "clerk" or "recorder" occur there shall be substituted the words "clerk or deputy clerk of the United States court."

All acknowledgments of deeds of conveyance taken within the Indian Territory shall be taken before a clerk or deputy clerk of any of the courts in said Territory, a United States commissioner, or a notary public appointed in and for said Territory.

All instruments of writing the filing of which is provided for by law shall be recorded or filed in the office of the clerk or deputy clerk at the place of holding court in the recording district where said property may be located, and which said recording districts are bounded as follows:

District numbered one shall comprise all of the reservations heretofore existing under the Quapaw Agency, and the place of record shall be at Miami, as provided in the Indian appropriation act for the fiscal year ending June thirtieth, nineteen hundred and three.

District numbered two shall begin at a point where the northern boundary line of the Indian Territory intersects with the western boundary line of the Quapaw Agency; thence in a southerly and easterly direction, following the western and southern boundaries of the Quapaw Agency to the west line of the State of Missouri; thence south along said boundary line to the dividing line between townships twenty-three and twenty-four north; thence west along said line to the dividing line between ranges seventeen and eighteen east; thence north along said dividing line to the northern boundary line of the Indian Territory; thence east along said boundary line to place of beginning. The place of record for district numbered two shall be Vinita.

District numbered three: Beginning at a point where the range line between ranges seventeen and eighteen east crosses the northern boundary line of the Indian Territory; thence south on said range line to the township line between townships twenty-four and twenty-five north; thence west on said township line to the western boundary line of the Indian Territory; thence north along said western boundary line to the northern boundary line of the Indian Territory; thence east to the place of beginning. The place of record for district numbered three shall be Nowata.

District numbered four: Beginning at a point on the western boundary line of the Indian Territory where same is crossed by the township line between townships twenty-four and twenty-five north; thence south along said western boundary line to the township line between townships nineteen and twenty north; thence east on said township line to the range line between ranges seventeen and eighteen east; thence north on said range line to the township line between townships twenty-four and twenty-five north; thence west to the place of beginning. The place of record for district numbered four shall be Claremore.

District numbered five: Beginning at a point on the eastern boundary line of the Indian Territory where same is crossed by the township line between townships twenty-three and twenty-four north; thence south along said eastern boundary line to the township line between townships nineteen and twenty north; thence west on said township line to the range line between ranges seventeen and eighteen east; thence north on said range line to the township line between townships twenty-three and twenty-four north; thence east on said township line to place of beginning. The place of record for district numbered five shall be Pryor Creek.

District numbered six: Beginning at a point on the eastern boundary line of the Indian Territory where same is crossed by the township line between townships nineteen and twenty north; thence south on said eastern boundary line to the township line between townships fourteen and fifteen north; thence west on said township line to the meridian line between ranges twenty and twenty-one east; thence north on said meridian line to the township line between townships nineteen and twenty north; thence east on said township line to place of beginning. The place of record for district numbered six shall be Tahlequah.

District numbered seven: Beginning at a point where the meridian line between ranges twenty and twenty-one east crosses the township line between townships nineteen and twenty north; thence west on said township line to the range line between ranges thirteen and fourteen east; thence south along said range line to the township line between townships fifteen and sixteen north; thence east along said township line to the meridian line between ranges twenty and twenty-one east; thence north along said meridian line to the place of beginning. The place of record for district numbered seven shall be Wagoner.

District numbered eight: Beginning at a point on the range line between ranges thirteen and fourteen east where same is crossed by the township line between townships nineteen and twenty north; thence west on said township line to the western boundary line of the Indian Territory; thence south along said western boundary line to the township line between townships fifteen and sixteen north; thence east

on said township line to the range line between ranges thirteen and fourteen east; thence north along said range line to the place of beginning. The place of record for district numbered eight shall be Sapulpa.

District numbered nine: Beginning at a point on the western boundary line of the Indian Territory where the same is crossed by the township line between townships fifteen and sixteen north; thence south along said western boundary line to the northern boundary line of the Seminole Nation; thence eastwardly along said boundary line of the said Seminole Nation to the northeast corner of the Seminole Nation; thence south along said eastern boundary line of said Seminole Nation to the township line between townships ten and eleven north; thence east along said township line to the range line between ranges thirteen and fourteen east; thence north along said range line to the township line between townships fifteen and sixteen north; thence west along said township line to the place of beginning. The place of record for district numbered nine shall be Okmulgee.

District numbered ten: Beginning at a point where the range line between ranges thirteen and fourteen east intersects the township line between townships fifteen and sixteen north; thence south on the said range line to the township line between townships eleven and twelve north; thence east along said township line to the Arkansas River; thence up said Arkansas River to the intersection of said river with the meridian line between ranges twenty and twenty-one east; thence north along said meridian line to the township line between townships fifteen and sixteen north; thence west to the point of beginning. The place of record for district numbered ten shall be Muscogee.

District numbered eleven: Beginning at a point on the eastern boundary line of the Indian Territory where same is crossed by the township line between townships fourteen and fifteen north; thence south along said eastern boundary line to the Arkansas River; thence up said Arkansas River to its intersection with the meridian line between ranges twenty and twenty-one east; thence north along said meridian line to the township line between townships fourteen and fifteen north; thence east to the place of beginning. The place of record for district numbered eleven shall be Sallisaw.

District numbered twelve: Beginning at a point where the township line between townships eleven and twelve north intersects with the Arkansas River; thence down said Arkansas River to the mouth of the Canadian River; thence up said Canadian River to its intersection with the meridian line between ranges twenty and twenty-one east; thence south on said line to its intersection with the township line between townships seven and eight north; thence west along said township line to the range line between ranges eleven and twelve east; thence north on said range line to the township line between townships ten and eleven north; thence east on said township line to the range line between ranges thirteen and fourteen east; thence north on said range line to the township line between townships eleven and twelve north; thence east on the said township line to the place of beginning. The place of record for district numbered twelve shall be Eufala.

District numbered thirteen: Beginning at a point where the range line between ranges eleven and twelve east intersects the township line between townships ten and eleven north; thence south to the township line between townships seven and eight north; thence east on said township line to the Canadian River; thence up said Canadian River, following the meanderings thereof, to the western boundary line of the Seminole Nation; thence north along said western boundary line to the northern boundary line of the said Seminole Nation; thence eastwardly along said northern boundary line to the northeast corner of said nation; thence south along the eastern boundary line of the said nation to the township line between townships ten and eleven north; thence east along said township line to the place of beginning. The place of record for district numbered thirteen shall be Wewoka.

District numbered fourteen: Beginning at a point on the eastern boundary line of the Indian Territory where same is crossed by the Arkansas River; thence south along said eastern boundary line of the Indian Territory to the base line; thence west along said base line to the meridian line between ranges twenty and twenty-one east; thence north on said meridian line to the Canadian River; thence down said Canadian River to its confluence with the Arkansas River; thence down said Arkansas River to the place of beginning. The place of record for district numbered fourteen shall be Poteau.

District numbered fifteen: Beginning at a point where the meridian line between ranges twenty and twenty-one east crosses the township line between townships seven and eight north; thence south on said meridian line to the township line between townships two and three north; thence west on said township line to the range line between ranges eighteen and nineteen east; thence south along said range line to the

line between townships one and two north; thence west along said township line to the western boundary line of the Choctaw Nation; thence north on said boundary line to the South Canadian River; thence down said river to the point where the dividing line between townships seven and eight north intersects said river; thence east along said township line to the point of beginning. The place of record for district numbered fifteen shall be South McAlester.

District numbered sixteen: Beginning at a point where the South Canadian River intersects with the western boundary line of the Choctaw Nation; thence south on said boundary line to the township line between townships one and two south; thence west on said township line to the range line between ranges three and four east; thence north along said range line to its intersection with the South Canadian River; thence down said South Canadian River, following the meanderings thereof, to the place of beginning. The place of record for district numbered sixteen shall be Ada.

District numbered seventeen. Beginning at a point where the township line between townships four and five north intersects the range line between ranges three and four east; thence south along said range line to the base line; thence west on said base line to the meridian line between ranges four and five west; thence north on said meridian line to the township line between townships four and five north; thence east on said township line to the place of beginning. The place of record for district numbered seventeen shall be Pauls Valley.

District numbered eighteen. Beginning at a point at the South Canadian River where the same intersects the range line between ranges three and four east; thence south on said range line to the township line between townships four and five north; thence west on said township line to the meridian line between ranges four and five west; thence north on said meridian line to the South Canadian River; thence down said South Canadian River, following the meanderings thereof, to the place of beginning. The place of record for district numbered eighteen shall be Purcell.

District numbered nineteen. Beginning at a point on the South Canadian River where the same intersects the meridian line between ranges four and five west; thence south along said meridian line to the base line; thence west on said base line to the western boundary line of the Indian Territory; thence north along said western boundary line to the Canadian River; thence down said Canadian River, following the meanderings thereof, to the place of beginning. The place of record for district numbered nineteen shall be Chickasha.

District numbered twenty. Beginning at a point on the western boundary line of the Indian Territory where same intersects the base line; thence south along said western boundary line to the Red River; thence down said Red River to its intersection with the range line between ranges two and three west; thence north along said range line to the base line; thence west on said base line to the place of beginning. The place of record for district numbered twenty shall be Ryan.

District numbered twenty-one. Beginning at a point where the range line between ranges two and three west intersects the base line; thence south on said range line to the Red River; thence east down said Red River, following the meanderings thereof, to the range line between ranges three and four east; thence north on said range line to the base line; thence west on said base line to the place of beginning. The place of record for district numbered twenty-one shall be Ardmore.

District numbered twenty-two. Beginning at a point where the range line between ranges three and four east intersects the township line between townships one and two south; thence south along said line to the Red River; thence down Red River, following the meanderings thereof, to the mouth of the Washita River; thence up the Washita River, following the meanderings thereof, to the mouth of Butcherpen Creek; thence north up said Butcherpen Creek to the township line between townships four and five south in range seven east; thence east along said township line to the boundary line between the Choctaw and Chickasaw nations in range eight east; thence north along said line to the township line between townships one and two south; thence west along said line to the point of beginning. The place of record for district numbered twenty-two shall be Tishomingo.

District numbered twenty-three. Beginning at a point where the township line between townships one and two north intersects with the range line between ranges fifteen and sixteen east; thence south on that line to its intersection with the line between townships two and three south; thence west to intersection of the last-named line with the range line between ranges fourteen and fifteen east; thence south to the township line between townships three and four south; thence west to the western boundary line of the Choctaw Nation; thence north on said boundary line to intersection with the line between townships one and two north; thence east to point of beginning. The place of record for district numbered twenty-three shall be Atoka.

District numbered twenty-four. Beginning at a point where range line between ranges fifteen and sixteen east intersects the township line between townships one and two north; thence south along said line to its intersection with township line between townships two and three south; thence west along said line to range line between ranges fourteen and fifteen east; thence south on said line to the Red River; thence down Red River, following the meanderings thereof, to the eastern boundary of the Indian Territory; thence north along said eastern boundary line of the Indian Territory to intersection with the base line; thence west along said line to the meridian line between ranges twenty and twenty-one east; thence north to township line between townships two and three north; thence west along said line to range line between ranges eighteen and nineteen east; thence south on said line to township line between townships one and two north; thence west on said line to point of beginning. The place of record for district numbered twenty-four shall be Antlers.

District numbered twenty-five. Beginning at a point on the western boundary line of the Choctaw Nation where it intersects the township line between townships three and four south; thence east along said line to range line between ranges fourteen and fifteen east; thence south on said line to the Red River; thence up said Red River, following the meanderings thereof, to the mouth of the Washita River; thence up said Washita River to the mouth of Butcherpen Creek; thence north up said Butcherpen Creek to the township line between townships four and five south, in range seven east; thence east along said township line to the boundary line between the Choctaw and Chichasaw nations; thence north on said boundary line to the point of beginning. The place of record for district numbered twenty-five shall be Durant.

Approved, February 19, 1903.

APPENDIX NO. 15.

[Extracts from the Indian appropriation act for the fiscal year 1904, approved March 3, 1903 (32 Stats., 982), showing legislation pertaining to Indian Territory.]

INDIAN TERRITORY: For general incidental expenses of the Indian Service in the Indian Territory, including incidental expenses of the Indian inspector's office and for pay of employees, eighteen thousand dollars.

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 said Commission shall exercise all the powers heretofore conferred upon it by Congress.

Expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by the Interior Department while on duty with the Commission shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters (act of March third, nineteen hundred and one, volume thirty-one, page one thousand and seventy-four, section one), two hundred thousand eight hundred and fifteen dollars; contingent expenses of the Commission (same act), two thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; in all, two hundred and twenty-two thousand eight hundred and fifteen dollars: *And provided further*, That not to exceed ten thousand eight hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of four clerks, at the rate of one thousand six hundred dollars per annum; one clerk, at the rate of one thousand four hundred dollars, and who shall be competent to examine records in disputed citizenship cases and law contests growing out of the work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum.

In pursuance of the provisions of section twenty-six of an act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes, approved March first, nineteen hundred and one, there is hereby awarded, as a final determination thereof, on the so-called "loyal Creek claims" named in said section twenty-six, the sum of six hundred thousand dollars, and the same is hereby appropriated out of any money in the Treasury not otherwise appropriated, and made immediately available. And the Secretary of the Treasury is hereby authorized to pay, under the direction of the Secretary of the Interior, to the loyal Creek Indians and freedmen named in articles three and four of the treaty with the Creek Nation of Indians of June fourteenth, eighteen hundred and sixty-six, the said sum of six

hundred thousand dollars, to be paid to such Indians and freedmen only whose names appear on the list of awards made in their behalf by W. B. Hazen and F. A. Field, as commissioners on behalf of the United States to ascertain the losses of said Indians and freedmen as provided in said articles three and four; and such payments shall be made in proportion of the awards as set out in said list: *Provided*, That said sum shall be accepted by said Indians in full payment and satisfaction of all claim and demand growing out of said loyal Creek claims, and the payment thereof shall be a full release of the Government from any such claim or claims: *Provided, however*, That if any of said loyal Creek Indians or freedmen whose names are on said list of awards shall have died, then the amount or amounts due such deceased person or persons, respectively, shall be paid to their heirs or legal representatives: *And provided further*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to first withhold from the amount herein appropriated and pay to S. W. Peel, of Bentonville, Arkansas, the attorney of said loyal Creeks and freedmen, a sum equal to ten per centum of the amount herein appropriated, as provided by written contracts between the said S. W. Peel and the claimants herein, the same to be payment in full for all legal and other services rendered by him, or those employed by him, and for all disbursements and other expenditures had by him in behalf of said claimants in pursuance of said contract. *And further*, said Secretary is authorized and directed to pay to David M. Hodge, a Creek Indian, of Tulsa, in the Creek Nation, a sum equal to five per centum of the amount herein appropriated, which payment shall be in full for all claims of every kind made by said David M. Hodge, or by those claiming under him, by reason of any engagement, agreement, or understanding had between him and said loyal Creek Indians.

For personal and traveling expenses of the three judges of the Choctaw and Chickasaw citizenship court, five thousand dollars, or so much thereof as may be necessary; for one stenographer to each of said judges, to be appointed by them, respectively, at one hundred dollars per month each, three thousand six hundred dollars; for traveling expenses and subsistence of said stenographers, the reporter, and the bailiff of said court, not to exceed three dollars per day each, one thousand five hundred dollars, or so much thereof as may be necessary; in all, ten thousand one hundred dollars, to be immediately available.

The Supreme Court of the United States may transfer to the Choctaw and Chickasaw citizenship court the papers in the cases of Choctaw and Chickasaw citizenship appealed from the United States courts in the Indian Territory to the Supreme Court during the year eighteen hundred and ninety-eight.

That all causes transferred under section thirty-one of the act of Congress of July first, nineteen hundred and two, entitled "An act to ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes," to the citizenship court for the Choctaw and Chickasaw nations provided in said act shall be tried and determined under the provisions of section thirty-two of said act and disposed of the same as if appealed to such court under the provisions of section thirty-two of the said act: *Provided*, That upon the final determination of cases within the jurisdiction of said citizenship court said court may fix reasonable compensation to the attorneys employed by contract dated January seventeenth, nineteen hundred and one, with the Choctaw and Chickasaw nations, and such determinations shall be made irrespective of the rate fixed in said contract between said attorneys and said nations, or either of them, unless the same shall have received the approval of the Secretary of the Interior. And upon the final determination of said cases by said citizenship court the Treasurer of the United States is hereby directed to pay to said attorneys, on the warrant or warrants drawn by the Secretary of the Interior, the amount of such compensation out of any funds in the Treasury belonging to said nations. And the existence of the Choctaw and Chickasaw citizenship court is hereby extended until December thirty-first, nineteen hundred and four.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, twenty-five thousand dollars: *Provided*, That the money hereby appropriated shall be applied only to the expenses incident to the survey, platting, and appraisement of town sites heretofore set aside and reserved from allotment: *And provided further*, That nothing herein contained shall prevent the survey and platting, at their own expense, of town sites by private parties where stations are located along the lines of railroads, nor the unrestricted alienation of lands for such purposes when recommended by the Commission to the Five Civilized Tribes and approved by the Secretary of the Interior. That hereafter the Secretary of the

Interior may, whenever the chief executive of the Choctaw or Chickasaw nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created.

Section sixty-eight of the act of Congress entitled "An act to provide for the allotment of the lands of the Cherokee Nation, for the disposition of town sites therein, and for other purposes," approved July first, nineteen hundred and two, shall be so construed as to give the Eastern Cherokees, so called, including those in the Cherokee Nation and those who remained east of the Mississippi River, acting together or as two bodies, as they may be advised, the status of a band or bands, as the case may be, for all the purposes of said section: *Provided*, That the prosecution of such suit on the part of the Eastern Cherokees shall be through attorneys employed by their proper authorities, their compensation for expenses and services rendered in relation to such claim to be fixed by the Court of Claims upon the termination of such suit; and said section shall be further so construed as to require that both the Cherokee Nation and said Eastern Cherokees, so called, shall be made parties to any suit which may be instituted against the United States under said section upon the claim mentioned in House of Representatives Executive Document Numbered Three hundred and nine of the second session of the Fifty-seventh Congress; and if said claim shall be sustained in whole or in part the Court of Claims, subject to the right of appeal named in said section, shall be authorized to render a judgment in favor of the rightful claimant, and also to determine as between the different claimants, to whom the judgment so rendered equitably belongs, either wholly or in part, and shall be required to determine whether, for the purpose of participating in said claim, the Cherokee Indians who remained east of the Mississippi River constitute a part of the Cherokee Nation, or of the Eastern Cherokees, so called, as the case may be.

APPENDIX NO. 16.

SUPREME COURT OF THE UNITED STATES.—No. 340.—OCTOBER TERM, 1902.

The Cherokee Nation et al., appellants, *v.* Ethan A. Hitchcock, Secretary of the Interior. Appeal from the court of appeals of the District of Columbia.

[December 1, 1902.]

This cause was begun on the equity side of the supreme court of the District of Columbia. The complainants named in the bill were the Cherokee Nation, and its principal chief and treasurer and sundry other citizens of the nation, suing on behalf of themselves and of citizens of the nation residing in the Indian Territory. Ethan A. Hitchcock, as Secretary of the Interior, was made sole defendant. It was claimed in the bill that, by virtue of certain treaties and a patent based thereon, the Cherokee Nation was vested with a fee simple title to its tribal lands in the Indian Territory, and it was also averred that, by a treaty executed in 1835, there was secured to the nation the right, by its national council, to make and carry into effect all such laws as the Cherokees might deem necessary for the government and protection of the persons and property within their own country belonging to their people, or such persons as had connected themselves with them. A synopsis of the pertinent portions of the treaties above referred to is set out in the margin.^a

^a By article 2 of the treaty of May 6, 1828 (7 Stat., 311), the United States, in order to secure to the Cherokee Nation "a permanent home," agreed to "possess the Cherokees, and to guarantee it to them forever" seven million acres of land, within described boundaries, and in addition "guaranteed to the Cherokee Nation a perpetual outlet west, and a free and unmolested use of all the country lying west of the western boundary of the above-described limits, and as far west as the sovereignty of the United States and their right of soil extend."

By article 1 of the treaty of February 14, 1833 (7 Stat., 414), the United States, by a corrected description as to the seven million acres tract, renewed the guaranty as to such tract, the outlet, &c., contained in article 2 of the treaty of 1828, with the reservation respecting use by other Indians of the salt plain if within the limits of the outlet. The article concluded with the statement that "letters patent should be issued by the United States as soon as practicable for the land hereby granted."

By article 2 of the treaty of December 29, 1835 (7 Stat., 478), after reciting that by the treaties of 1828 and 1833 "the United States guaranteed and secured to be conveyed by patent, to the Cherokee Nation of Indians," a described tract of seven million acres of land, and had further guaranteed to the Cherokee Nation a perpetual outlet west, &c., ceded an additional eight hundred thousand acres of land, in the following terms:

"And whereas it is apprehended by the Cherokees that in the above cession there is not contained a sufficient quantity of land for the accommodation of the whole nation on their removal west of the

The patent referred to in the bill was executed on December 31, 1838. It conveyed to the Cherokee Nation the lands secured and guaranteed by the treaties of 1828, 1833, and 1835. In the patent the seven-million acre tract, together with the perpetual outlet, was described as one tract, aggregating 13,574,135.14 acres. In addition the patent specified the boundaries of a tract of 800,000 acres ceded by the treaty of 1835. The description of the two tracts was succeeded by the following habendum clause:

Therefore, in execution of the agreements and stipulations contained in the said several treaties, the United States have given and granted, and by these presents do give and grant unto the said Cherokee Nation the two tracts of land so surveyed and hereinbefore described, containing in the whole fourteen millions three hundred and seventy-four thousand one hundred and thirty-five acres and fourteen hundredth 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 plain on the western prairie referred to in the second article of the treaty of the twenty-ninth of December, one thousand eight hundred and thirty-five, which salt plain has been ascertained to be within the limits prescribed for the outlet agreed to be granted by said article, and subject also to all the other rights reserved to the United States, in and by the articles hereinbefore recited, to the extent and in the manner in which the said rights are so reserved; and subject also to the condition provided by the act of Congress of the twenty-eighth of May, one thousand eight hundred and thirty, referred to in the above-recited third article, and which condition is, that the lands hereby granted shall revert to the United States if the said Cherokee Nation becomes extinct or abandons the same.

Averring that the Cherokee Nation and its citizens possessed the exclusive right to the use, control, and occupancy of its tribal lands, it was alleged that the Secretary of the Interior, without having lawful authority so to do, was assuming the power to and was about to pass favorably upon applications for leases, and was about to grant leases of lands belonging to said nation for the purpose of mining for oil, gas, coal, and other minerals, one such successful applicant being stated to be the Cherokee Oil & Gas Company, an Arkansas corporation. Based upon general allegations of the absence of an adequate remedy at law, the necessity of relief to avoid a multiplicity of suits and to prevent the casting of a cloud upon the title of the nation to its said lands, and the claim that irreparable injury would be caused, and wrong and oppression result, and that there would be a deprivation of property rights of the complainants and of other citizens of the Cherokee Nation, an injunction was prayed

Mississippi, the United States in consideration of the sum of five hundred thousand dollars therefore hereby covenant and agree to convey to the said Indians, and their descendants by patent, in fee simple, the following additional tract of land:

By article 3 of the same treaty the United States also agreed—
“that the lands above ceded by the treaty of February 14, 1833, including the outlet, and those ceded by this treaty, shall all be included in one patent executed to the Cherokee Nation of Indians by the President of the United States according to the provisions of the act of May 28, 1830.”

The act of May 28, 1830 (4 Stat., 411), conferred authority upon the President to create districts of territory in lands west of the Mississippi to be exchanged for lands held by Indians in a State or Territory. Respecting the title to the lands so to be given in exchange, it was provided in section 3 as follows:

“Sec. 3. *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 guaranty 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.”

The article of the treaty of 1835 upon which is based the claim that an exclusive right is vested in the Cherokee Nation to the use, control, and occupancy of its tribal lands is the following (7 Stat., 481):

“ARTICLE 5. The United States hereby covenant and agree that the lands ceded to the Cherokee Nation in the foregoing article shall, in no future time, without their consent, be included within the territorial limits or jurisdiction of any State or Territory. But they shall secure to the Cherokee Nation the right by their national councils to make and carry into effect all such laws as they may deem necessary for the government and protection of the persons and property within their own country belonging to their people or such persons as have connected themselves with them: *Provided always*, That they shall not be inconsistent with the Constitution of the United States and such acts of Congress as have been or may be passed regulating trade and intercourse with the Indians; and also, that they shall not be considered as extending to such citizens and army of the United States as may travel or reside in the Indian country by permission according to the laws and regulations established by the government of the same.”

By the treaty of August 6, 1846 (9 Stat., 871), providing for an adjustment of the differences theretore existing between different portions of the people constituting and recognized as the Cherokee Nation of Indians, it was provided in article 1 as follows:

“That the lands now occupied by the Cherokee Nation shall be secured to the whole Cherokee people for their common use and benefit; and a patent shall be issued for the same, including the eight hundred thousand acres purchased, together with the outlet west, promised by the United States, in conformity with the provisions relating thereto contained in the third article of the treaty of 1835 and in the third section of the act of Congress approved May twenty-eighth, 1830, which authorizes the President of the United States, in making exchanges of lands with the Indian tribes, ‘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.’”

The treaty of July 19, 1866 (14 Stat., 799), does not require particular notice.

against further action by the Secretary of the Interior in the premises. A demurrer was filed to the bill upon the grounds following:

1. Said bill is bad in substance and for want of equity, and does not state facts sufficient to entitle complainants to the relief prayed for or to any relief.
2. The court has no jurisdiction over the subject-matter of the suit.
3. There is a defect of parties defendant.

Without considering or passing upon the objection of a defect of parties defendant, the trial court sustained the demurrer and entered a decree dismissing the bill of complaint. This decree was affirmed on appeal, by the court of appeals of the District. (— D. C. App., —.)

An appeal was thereupon taken to this court.

Mr. Justice WHITE, after making the foregoing statement, delivered the opinion of the court.

The grounds of demurrer to the bill of complaint were summarized in the following reasons embodied in a statement filed with the demurrer:

1. The matters named in the bill are matters of administration, which can not be taken away from an executive department and carried into the courts.
2. That the Cherokee Oil & Gas Company named in the bill is a necessary party to the suit, as shown by the bill.
3. That the defendant is proceeding in conformity with the act of Congress approved June 28, 1898 (30 Stat., 495), which is a valid exercise of the power of Congress over the property of an Indian tribe.

Preliminary to considering the fundamental question raised by the demurrer it is necessary to notice two subjects not expressly referred to in the opinion below. They are, first, the objection to the formal sufficiency of certain of the averments in the bill, and, second, the claim that the Cherokee Oil & Gas Company was an indispensable party defendant. With respect to the first-mentioned ground of objection, without going into detail, we think the statements in the bill were sufficient to show that the jurisdiction of a court of equity was properly invoked. So far as the second ground of objection is concerned, we presume that the courts below omitted to pass expressly thereon, because it was deemed that the company named was properly omitted from the bill. As the bill assailed generally the want of power in the Secretary of the Interior to execute leases affecting lands owned by the tribe, and referred to the application pending for a lease made by the Cherokee Oil & Gas Company, as manifesting but a particular instance in which it was charged that the Secretary of the Interior might exercise the power conferred by the statute, the corporation named was not an indispensable party to the bill. Clearly, every person with whom the Secretary might contract, if he exercised the discretion vested in him by the statute, were not indispensable parties to the determination of the question whether the statute had lawfully conferred such discretionary power upon the official in question. This brings us to consider the fundamental question which the case involves, that is, the contention on behalf of the Government that the decree below should be sustained because the act of June 28, 1898, is a valid exercise of power vested in Congress and fully authorized the Secretary of the Interior to do and perform the things which the complainants seek to have him enjoined from doing.

Before noticing the pertinent provisions of the act of June 28, 1898, reference will be made to antecedent legislation by Congress which led up to the enactment of the statute in question. In the statement preceding the opinion, delivered through Mr. Chief Justice Fuller, in *Stephens v. Cherokee Nation* (174 U. S., 445), it was said:

By the sixteenth section of the Indian appropriation act of March 30, 1893 (27 Stat. at L., 612, 645, chap. 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 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. at L., 939, chap. 189), two additional members were appointed. It is commonly styled the "Dawes Commission."

On November 20, 1894, and November 18, 1895, the Dawes Commission made reports of the condition of affairs in the Indian Territory. These reports, as also a report of the Senate Committee on the Five Civilized Tribes, of date May 7, 1894, were referred to and were quoted from in the statement of facts made by the court in the Stephens case. The reports asserted the existence of a state of affairs in the Indian Territory "abhorrent to the spirit of our institutions," and declared the

necessity of assumption by the United States of "responsibility for future conditions in the Territory" and the need of independent legislation by Congress in that behalf. Thus the Senate Committee on the Five Civilized Tribes of Indians, in a report on May 7, 1894 (Sen. Rep. No. 377, 53d Cong., 2d sess.), said in part:

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 trusts 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.

By a provision in the act of June 10, 1896 (29 Stat., 321, 339), said Commission was directed to continue the exercise of the authority already conferred upon it, and was invested with further powers in respect of hearing and determining applications for citizenship in said tribes and making rolls of the members thereof.

A provision in the act of June 7, 1897 (30 Stat., 62, 84), directed said Commission to continue to exercise all authority theretofore conferred upon it to negotiate with said Five Tribes, and gave further direction respecting the making of rolls and citizenship.

The act of June 28, 1898 (30 Stat., 495), entitled "An act for the protection of the people of the Indian Territory, and for other purposes," contains provisions for the completion of the rolls of citizenship of said tribes, for the reservation of town sites and the sale of lots therein, and for the allotment of the exclusive use and occupancy of the surface of all lands susceptible of allotment among the citizens of the respective tribes, with a provision as follows (sec. 11):

But all oil, coal, asphalt, and mineral deposits in the lands of any tribe are reserved to such tribe, and no allotment of such land shall carry the title to such oil, coal, asphalt, or mineral deposits.

Section 13 of said act contains provisions for leasing the oil, coal, asphalt, and mineral deposits, as follows:

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.

Section 16 contains a provision as to the payment and distribution of rents and royalties due said tribes, as follows:

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 any one 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.

As the acts done and contemplated to be done by the appellee and assailed by the bill of complaint are presumably not the subject of criticism, in the event that the act of June 28, 1898, was a constitutional and valid exercise of power by Congress, we will now address ourselves to a consideration of that statute.

Prior to the act of March 3, 1871 (16 Stat., 544, 566, now section 2079 of the Revised Statutes), which statute in effect voiced the intention of Congress thereafter to make the Indian tribes amenable directly to the power and authority of the laws of the United States by the immediate exercise of its legislative power over them, the customary mode of dealing with the Indian tribes was by treaty. As, however, held in *Cherokee Nation v. Southern Kansas Railway Co.* (135 U. S., 641, 653, reaffirmed in *Stephens v. Cherokee Nation*, 174 U. S., 445, 484), while the Cherokee Nation and other Indian tribes domiciled within the United States had been recognized by the United States as separate communities and engagements entered into with them by means of formal treaties, they were yet regarded as in a condition of pupillage or dependency and subject to the paramount authority of the United States.

Reviewing decisions of this court rendered prior to the act of 1871, and particularly considering the status of the very tribe of Indians affected by the present litigation, the court commented upon a declaration made in a previous decision that this Government had "admitted, by the most solemn sanction, the existence of the Indians as a separate and distinct people, and as being invested with rights which constitute them a state or separate community." It was observed of this declaration that it fell "far short of saying that they are a sovereign state with no superior within the limits of its territory." Considering the treaty of 1835 with the Cherokee Nation, under which it is now claimed, on behalf of the appellants, that the Cherokees became vested with the sole control over the lands ceded to them, the court observed (p. 485):

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.

It results then from the doctrine of the decisions of this court that the demurrer was properly sustained, because of the fact that the matters named in the bill were matters of administration to which the act of June 28 was applicable, and they were solely cognizable by the executive department of the Government. The decision in *Stephens v. Cherokee Nation* (174 U. S., 445) is particularly in point, as that case involved the validity of the very act under consideration, and the precedent correlative legislation, wherein the United States practically assumed the full control over the Cherokees as well as the other nations constituting the Five Civilized Tribes, and took upon itself the determination of membership in the tribes for the purpose of adjusting their rights in the tribal property. The plenary power of control by Congress over the Indian tribes and its undoubted power to legislate, as it had done through the act of 1898, directly for the protection of the tribal property, was in that case reaffirmed. Thus, in the course of its opinion, after alluding to the legislation concerning the Dawes Commission, the court said:

It may be remarked that the legislation seems to recognize, especially the act of June 28, 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 the acts in respect of the determination of citizenship cannot 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 holding that Congress had power to provide a method for determining membership in the Five Civilized Tribes, and for ascertaining the citizenship thereof preliminary to a division of the property of the tribe among its members, necessarily involved the further holding that Congress was vested with authority to adopt measures to make the tribal property productive and secure therefrom an income for the benefit of the tribe.

Whatever title the Indians have is in the tribe, and not in the individuals, although held by the tribe for the common use and equal benefit of all the members. (The

Cherokee Trust Funds, 117 U. S., 288, 308.) The manner in which this land is held is described in *Cherokee Nation v. Journeycake* (155 U. S., 196, 207), where this court, referring to the treaties and the patent mentioned in the bill of complaint herein, said: "Under these treaties, and in December, 1838, a patent was issued to the Cherokees for these lands. By that patent whatever of title was conveyed was conveyed to the Cherokees as a nation, and no title was vested in severally in the Cherokees or any of them."

There is no question involved in this case as to the taking of property. The authority which it is proposed to exercise by virtue of the act of 1898 has relation merely to the control and development of the tribal property, which still remains subject to the administrative control of the Government, even though the members of the tribe have been invested with the status of citizenship under recent legislation.

We are not concerned in this case with the question whether the act of June 28, 1898, and the proposed action thereunder, which is complained of, is or is not wise and calculated to operate beneficially to the interests of the Cherokees. The power existing in Congress to administer upon and guard the tribal property, and the power being political and administrative in its nature, the manner of its exercise is a question within the province of the legislative branch to determine, and is not one for the courts.

True copy.
Test:

Affirmed.

Clerk Supreme Court, U. S.

APPENDIX NO. 17.

[June 3, 1902.]

REGULATIONS GOVERNING THE INTRODUCTION BY NONCITIZENS OF LIVE STOCK IN THE CHICKASAW NATION, INDIAN TERRITORY.

Section 29 of the act of Congress, approved June 28, 1898 (30 Stat., 495), ratifying the agreement with the Choctaw and Chickasaw nations, Indian Territory, provides in part as follows:

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 councils 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 a period of eight years from the fourth day of March, eighteen hundred and ninety-eight.

Under these provisions the following act of the Chickasaw national council, approved by the governor on May 3, 1902, was approved by the President of the United States on May 15, 1902, and entitled:

AN ACT to prescribe privilege or permit taxes and defining the manner of their collection.

Be it enacted by the legislature of the Chickasaw Nation:

SECTION 1. That there shall be paid upon live stock owned or held by noncitizens within the limits of the Chickasaw Nation an annual privilege or permit tax as follows: On cattle, horses, and mules, twenty-five cents per head; and on sheep and goats, five cents per head: *Provided*, That there shall be exempted from the provisions of this act, when owned and used by the head of a family, two cows and calves, and one team, consisting of two horses or two mules, or one horse and one mule; and the provisions of this act shall also apply to all live stock introduced into the Chickasaw Nation since January 1, 1902, upon which the tribal taxes imposed by the laws of the Chickasaw Nation have not been paid, with like force and effect as if such cattle had been owned and held within the limits of Chickasaw Nation for one year prior to the passage and approval of this act.

SEC. 2. That such privilege or permit taxes shall hereafter be payable to such person or persons, and collected under such rules and regulations as may be prescribed by the Secretary of the Interior.

SEC. 3. That the expenses of collecting such privilege or permit taxes shall be deducted from the gross collections, and the balance paid quarterly into the treasury of the Chickasaw Nation.

SEC. 4. That such privilege or permit taxes shall be due and payable annually, upon demand, and if such taxes are not paid when demanded, the live stock upon which such taxes are due shall be held to be in the Chickasaw Nation without its consent, and unlawfully upon the lands of the Chickasaws, and the presence of such live stock, and owners or holders thereof, within the limits of said nation shall be deemed detrimental to the peace and welfare of the Chickasaw Indians.

SEC. 5. That all acts or parts of acts in conflict herewith be, and the same are hereby, repealed; and this act shall take effect from and after its approval by the President of the United States.

In pursuance of the above and foregoing, the following regulations are promulgated:

REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR GOVERNING THE INTRODUCTION OR HOLDING OF LIVE STOCK IN THE CHICKASAW NATION BY NONCITIZENS.

SECTION 1. Any person, other than a recognized citizen of the Choctaw or Chickasaw nations, desiring to introduce or hold stock of any description within the limits of the Chickasaw Nation, Indian Territory, shall first make application to the United States Indian inspector for the Indian Territory, Muskogee, Indian Territory, and shall pay to the U. S. Indian agent, Union Agency, an annual tax of twenty-five (25) cents per head on all cattle, horses, and mules, and on all sheep and goats five (5) cents per head, provided that there shall be exempted from the provisions of these regulations, when owned and used by the head of a family, two cows and calves, and one team of horses, or two mules, or one horse and one mule.

SEC. 2. Such tax shall be paid January 1st of each year, or prior to the time of the introduction of such stock, and accompanying such remittance there shall be furnished, under oath, a full description of such stock, including the number and brands, together with any other desired information.

SEC. 3. Such taxes shall apply to all stock introduced within the limits of the Chickasaw Nation since January 1, 1902, upon which taxes have not already been paid to the Chickasaw Nation and for which the owners or holders can not produce receipts.

SEC. 4. The tax prescribed shall be paid annually in advance, whether such stock is held the entire succeeding twelve months or for a portion of such time.

SEC. 5. Where cattle are held by a citizen and mortgaged to a noncitizen, not in good faith but for the purpose of evading the payment of taxes, said cattle shall be considered as owned or held by such noncitizen and subject to these regulations and taxes.

SEC. 6. Parties who now hold stock within the limits of the Chickasaw Nation should remit the taxes prescribed promptly to the U. S. Indian agent at Muskogee, Indian Territory, and such payments must be made within ten (10) days from the date of receiving notice of these regulations. If such taxes are not paid within this time remittances made thereafter will not be accepted, but such stock and any other stock found within the limits of the Chickasaw Nation after July 1, 1902, upon which taxes have not been paid will be considered as being within the limits of the Chickasaw Nation unlawfully, and measures will be adopted looking to the removal by the United States Indian agent of such stock, together with the owners or holders thereof, without further notice.

SEC. 7. Authorized agents of the Interior Department will make necessary investigations and reports and see that proper remittances are forwarded, acting under the direction of the United States Indian inspector for Indian Territory, but will not be authorized to receive or collect any taxes whatsoever, as all payments must be made direct to the United States Indian agent, who will furnish receipts for all payments made.

SEC. 8. These regulations and taxes will apply to all stock as indicated held within the limits of the Chickasaw Nation by other than recognized citizens of the Choctaw or Chickasaw nations, whether held upon the public domain or upon lands leased from individual Indians.

THOS. RYAN, *Acting Secretary.*

DEPARTMENT OF THE INTERIOR,
Washington, D. C.

Approved, June 3, 1902.

APPENDIX NO. 18.

[Court of Appeals of the District of Columbia.]

VALIDITY OF CHICKASAW ACT MAKING PAYMENT OF PERMIT FEE OR TRIBAL TAX A CONDITION PRECEDENT TO THE ADMISSION AND RETENTION IN THE CHICKASAW NATION OF CATTLE OF NONCITIZENS.—AUTHORITY OF SECRETARY OF INTERIOR TO REMOVE CATTLE OF NONCITIZENS UPON WHICH PERMIT FEE OR TRIBAL TAX IS NOT PAID.

Edwin T. Morris, Edlar B. Blanton, William G. Maxwell, Phillip S. Witherspoon, Isaac H. Harness, Thomas Peery, R. L. Glover, J. B. Spragins, C. M. Keyes, and Milton F. Ikard, appellants, v. Ethan A. Hitchcock, William A. Jones, J. George Wright, and J. Blair Shoенfelt. No. 1273. [Submitted March 13; decided April 7, 1903.]

This is an appeal from a decree of the supreme court of the District of Columbia sustaining a demurrer to and dismissing a bill praying an injunction to restrain the

Secretary of the Interior, Commissioner of Indian Affairs, and officers acting under their authority, from seizing and removing from lands in the Indian Territory occupied by the Chickasaw Indian Nation certain cattle belonging to the complainants.

As stated in the bill, the complainants are all citizens of the United States, residing in Texas, Missouri, and the Chickasaw Nation, and no one of them is a member of any of the Indian tribes. The case made by the bill is fairly stated on the brief of the appellants, as follows:

The bill alleges that each of the complainants is the owner of not less than five hundred head of cattle and horses, and some of them owning more than a thousand head each, all of which are located and grazing upon land in the Chickasaw Nation, which land is and has been held, used, and claimed by individual Indians of said nation as their approximate shares upon allotment; that their said cattle are grazing upon said land under contract with said individual Indians, and upon terms satisfactory to such Indians; that most of their cattle and horses were bred and raised in said nation, and have never been elsewhere; that many of them were acquired by the complainants by purchase from individual members of the Chickasaw Nation. Some of said cattle and horses have been introduced into the territory of said nation during the year 1902, and there are now more than one hundred thousand such cattle and horses located in the territory of said nation owned and held by citizens of the United States, not members of said Chickasaw Nation, upon like terms and conditions as the cattle and horses of the complainants; and said cattle and horses exceed in value the sum of fifteen (\$15) dollars per head. The bill further alleges that there is not now, and for four years there has not been, any public domain in said nation, but practically all of the land therein has been and is now enclosed, claimed, and occupied by individual members of said nation, as their approximate shares upon allotment; and over such lands so enclosed and held, the tribe or nation is and has been without jurisdiction or control. The bill further alleges the enactment on May 3, 1902, by the legislature of said Chickasaw Nation, of the act found on page 6 of the record, whereby said legislature sought to impose an annual tax of twenty-five cents per head upon all cattle and horses in said nation not belonging to members thereof. That thereafter, and on June 3, 1902, the Acting Secretary of the Interior, in aid of said statute, promulgated certain regulations, found on pages 6 and 7 of the record. That the tax thus sought to be imposed, the complainants and other citizens of the United States have refused and still refuse to pay, because they believe the same to be illegal and unauthorized. The bill further alleges the belief of the complainants that said Chickasaw legislature had no power or authority to enact any such statute as that cited, and that the Secretary of the Interior had no power or authority to promulgate and enforce any such regulations as those cited, and that the statute and the regulations are, in the belief of the complainants, null and void, and can not be invoked as a justification for the threatened seizure of the cattle and horses of said complainants and other citizens of the United States, as set forth in the bill of complaint. The bill further alleges that the enforcement of said statute and regulations would not only result in a multiplicity of suits and almost endless litigation, but would injure the said cattle and horses of the complainants and other citizens of the United States, deprive them of water and grass, and throw them upon the hands of their owners at a time when they have no means of caring for them or providing them with feed or pasture, thereby compelling the owners to dispose of said cattle and horses at a ruinous sacrifice, and at a time when they are not in a condition to be marketed, and when there is little or no demand therefor, whereby the complainants and other citizens of the United States would suffer irreparable loss and damage, for which they have no adequate remedy at law.

The threatened action of the Secretary and his subordinates, complained of in the bill, are founded on the following act of the legislature of the Chickasaw Nation passed May 3, 1902:

AN ACT to prescribe privilege or permit taxes and defining the manner of their collection.

Be it enacted by the legislature of the Chickasaw Nation:

SECTION 1. That there shall be paid upon live stock owned or held by noncitizens within the limits of the Chickasaw Nation an annual privilege or permit tax as follows: On cattle, horses, and mules, twenty-five cents per head, and on sheep and goats, five cents per head: Provided, That there shall be exempted from the provisions of this act, when owned and used by the head of a family, two cows and calves and one team, consisting of two horses or two mules, or one horse and one mule; and the provisions of this act shall also apply to all live stock introduced into the Chickasaw Nation since January 1, 1902, upon which the tribal taxes imposed by the laws of the Chickasaw Nation have not been paid, with like force and effect as if such cattle had been owned and held within the limits of the Chickasaw Nation for one year prior to the passage and approval of this act.

SEC. 2. That such privilege or permit taxes shall hereafter be payable to such person or persons and collected under such rules and regulations as may be prescribed by the Secretary of the Interior.

SEC. 3. That the expenses of collecting such privilege or permit taxes shall be deducted from the gross collections and the balance paid quarterly into the treasury of the Chickasaw Nation.

SEC. 4. That such privilege or permit taxes shall be due and payable annually, upon demand, and if such taxes are not paid when demanded, the live stock upon which such taxes are due shall be held to be in the Chickasaw Nation without its consent, and unlawfully upon the lands of the Chickasaws, and the presence of such live stock, and owners or holders thereof, within the limits of said nation, shall be deemed detrimental to the peace and welfare of the Chickasaw Indians.

SEC. 5. That all acts or parts of acts in conflict herewith be, and the same are hereby, repealed; and this act shall take effect from and after its approval by the President of the United States.

The foregoing enactment was submitted to and approved by the President of the United States on May 15, 1902, under the authority of section 29 of the act of Congress approved June 28, 1898, and commonly called the Curtis bill (30 Stat., 495), which is in the following language:

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 councils 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 a period of eight years from the fourth day of March, eighteen hundred and ninety-eight.

On June 3, 1902, the Secretary of the Interior promulgated regulations looking to the collection of the permit tax aforesaid. These require the tax to be paid on January 1 of each year, or prior to the introduction of the stock, with description of the number, brands, etc., of said stock under oath, and as to all stock then in the Territory, within ten days after notice given. If taxes are not paid within this time all stock found within the limits of the Chickasaw Nation will be considered as unlawfully there, and measures will be taken to remove them, together with their owners and holders, without further notice.

Jackson H. Ralston, Frederick L. Siddons, and Davis & Garnett for appellants.

Willis Van Devanter, Assistant Attorney-General, and A. C. Campbell, assistant attorney, for appellees.

Mr. Justice Shepard, after making the foregoing statement of facts, delivered the opinion of the court.

Before proceeding to the consideration of the substantial questions involved in the case, it becomes necessary to pass upon two grounds of the demurrer which, though overruled in the court below, have been urged on the argument as sufficient to sustain the decree dismissing the bill, regardless of all others.

The first of these is that there is no jurisdiction for relief in equity because the remedy at law by action for damages is plain, adequate, and complete.

The second is that the Chickasaw Nation is an indispensable party to the suit.

We agree with the court below that these objections are insufficient.

(1) Assuming the entire want of legal authority for the threatened interference with the property of the complainants, that interference, under the facts alleged in the bill, would not only be an act of wrong and oppression, but might cause irreparable damage. (*Watson v. Sutherland*, 5 Wall., 74; *Cherokee Nation v. Hitchcock*, 187 U. S.)

Moreover, the particular case presents an additional ground why a court of equity should take jurisdiction, in that by so doing it may prevent a multiplicity of suits.

It is true the complainants have no community of interest in the subject-matter of controversy between each of them and the defendants, because each has a separate and distinct property right that is threatened with invasion; but they do have a common interest in the essential questions of law and fact involved in the general controversy. The question of jurisdiction, however, does not depend upon this last ground alone, hence we need not engage in the controversy that has been waged concerning its sufficiency, wherein the affirmative has been maintained by Mr. Pomeroy (1 Eq. Jur., sections 268-269), and the negative, with at least equal force and learning, by Chief Justice Campbell, speaking for the supreme court of Mississippi. (*Tribette v. Ill. C. R. Co.*, 70 Miss., 182.)

As equity has undoubted jurisdiction to restrain injuries to property when properly invoked by a single individual, all the authorities agree that a number of persons similarly situated, and having a common interest in the questions of law and fact that must be determined in each case, may join or be joined in order to avoid the vexation, costs, and sometimes delay, of justice that would result from a multiplicity of suits.

(2) A government of the dependent nature and limited powers of the Chickasaw Nation can not be an indispensable party to a proceeding to restrain officers of the United States, who, acting under the supposed obligation of the laws of the United States as guardians of the Indians, have undertaken to perform duties assigned them by the act of the tribal legislature.

A sovereign State, even, is not a necessary party to a suit to enjoin officers, charged with the collection of taxes, from seizing or selling property under a law the validity of which may be attacked.

The application of the rule in this case is not affected by the second section of the act of Congress approved June 28, 1898, which reads as follows: "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."

Passing by the question whether this section applies to proceedings in any other

than the district courts within the Territory, it governs in those cases only where the title to property claimed by the tribe is involved. This tax, license, charge, or whatever it may be properly called, is not the property of the tribe in the sense of the statute.

The first and main contention on behalf of the appellants is, that the Chickasaw Nation had no power to enact the legislation complained of, because it has never had any legislative or governmental power or authority over white persons, not members of the nation, or over their property for the purpose of taxation.

It is undoubtedly true that the Chickasaw Nation is not a sovereign in the international sense, or in the sense that a State of the Union is sovereign, but a dependent political community, under the dominion and guardianship of the United States. (*Cherokee Nation v. R. R. Co.*, 135 U. S., 641; *Cherokee Nation v. Hitchcock*, 187 U. S.) Hence, the powers of its council or legislature must be exercised subject to supervision by the United States, and under the limitations of treaties made with and laws enacted by them.

In determining the question propounded, it is only necessary to recite certain articles of the treaties made with the Chickasaw Indians that have been relied upon as pertinent thereto.

Article 7 of the treaty of June 22, 1855, reads:

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 full jurisdiction over person 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; and all persons not being citizens or members of either tribe found within their limits shall be considered intruders and be removed from and kept out of the same by the United States agent, assisted, if necessary, by the military, with the following exceptions, viz: Such individuals as are or may be in the employment of the Government and their families; those peacefully traveling or temporarily sojourning in the country or trading therein under licenses from the proper authority of the United States; and such as may be permitted by the Choctaws or Chickasaws, with the assent of the United States agent, to reside within their limits without becoming citizens or members of either of said tribes. (11 Stat., 611.)

By article 14 the United States obligated themselves to protect the said Indians from domestic strife, hostile invasion, and "from aggression by other Indians and white persons not subject to their jurisdiction and laws."

By the treaty of April 28, 1866, the two tribes mentioned agreed to such legislation as Congress may deem necessary for the better administration of justice and the protection of rights of persons and property in the Indian Territory: "Provided, however, such legislation shall not in anywise interfere with or annul their present tribal organization, or their respective legislatures, or judiciaries, or the rights, laws, privileges, or customs of the Choctaw and Chickasaw nations, respectively." (14 Stat., 769.)

Article 8 of the same treaty conferred power of legislation upon all subjects pertaining to the intercourse of the Indians with each other, "the administration of justice between members of the several tribes of the said Territory and persons other than Indians and members of said tribes or nations, the construction of works of internal improvement and the common defense and safety of the nations of the said Territory." All laws are made subject to suspension by the Secretary of the Interior or the President of the United States, and none shall be enacted inconsistent with the Constitution or laws of the United States or existing treaty stipulations with the United States.

Under these and former treaties the Chickasaw Indian Nation was inducted into and has been confirmed in the possession of a large body of public land over which, held and occupied in common, it has been permitted to exercise the powers recognized and confirmed by those treaties.

Under the duties assumed in the said treaties and the general obligation of their relations as guardians of the Indians, the United States have from time to time enacted laws regulating intercourse with them and looking to the protection of their guaranteed rights and privileges. The older laws of the kind are found in Title XXVIII, Revised Statutes.

Among the pertinent sections embodied in that title, one prescribes a penalty for driving stock upon the lands of an Indian tribe, to graze thereon, without the consent of such tribe (sec. 2117). Another prescribes a penalty for settlement on Indian lands, and the removal of settlers by the use of the military force of the United States when necessary (sec. 2118). By another the superintendent of Indian affairs and the agents are authorized to remove intruders by force (sec. 2147).

A later enactment (June 12, 1858) 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 persons." (R. S., sec. 2149.)

The right of the Indian tribes to regulate their own domestic concerns was uniformly recognized by the United States in all their treaties, dealings with, and legislation respecting the Indians; and persons not within the exceptions of article 7 of the treaty of 1855, or under the permission of the tribes, as provided therein, have often been removed from the tribal limits, as intruders whose presence was detrimental to the peace and welfare of the Indians, by the executive officers of the United States, without question in so far as we have been advised.

By the terms of the act, the enforcement of which is sought to be enjoined, if the privilege or permit tax be not paid upon demand, "the presence of such live stock, and owners or holders thereof, within the limits of said nation, shall be deemed detrimental to the peace and welfare of the Chickasaw Indians." If this is to be regarded as a condition of permission to enter and remain within the limits of the nation, it seems clearly within the power vested in its legislature, and persons failing to comply with the conditions become intruders and subject to removal by the authorities of the United States. (*Maxey v. Wright* [Court of Appeals, I. T.], 54 S. W. Rep., 807.) That case, which arose after the passage of the Curtis bill, involved the right of the Creek Nation, under authority similar to that claimed by the Chickasaw Nation in this case, to impose an occupation tax upon lawyers not members of the nation. The right was upheld, and the court refused the injunction prayed for to restrain the removal of the plaintiff who had refused to pay the tax. That judgment was affirmed by the circuit court of appeals for the eighth circuit, without a written opinion. (*Maxey v. Wright*, 105 U. S., 1003; see also, 17 Op. Atty. Gen., 134; 18 idem, 35; 23 idem, 214.)

We are unable to agree with the contention of the appellants that the sections of the Revised Statutes above referred to "are not in force in the Chickasaw Nation, because inapplicable to conditions existing there and inconsistent with subsequent legislation." It may be conceded that many of the provisions of the "trade and intercourse" laws contained in Title XXVIII, Revised Statutes, are inconsistent with subsequent legislation enacted to meet changed conditions in the Indian Territory, and are therefore to be regarded as repealed by implication.

But whilst former statutes may be repealed, or annulled by implication through the enactment of subsequent legislation, the doctrine is not a favored one; and, therefore, to work such repeal or annulment the repugnancy between the one and the other in relation to a particular subject-matter must be so clear as to admit of no other reasonable construction. (*Cope v. Cope*, 137 U. S., 682, 686.) We have been cited to no special provisions of subsequent legislation that necessarily indicate the repeal or annulment of those sections before referred to, which, in addition to the general powers of supervision of the affairs of the Indians, as long as their tribal relations shall exist, make provision for the protection of the Indians from the intrusion of strangers without their consent, in execution of treaties that have been recognized by the latest legislation affecting the nations of the Indian Territory. (30 Stat., 495; 32 Stat., 641.) The particular provisions of those acts and the changes wrought thereby will be discussed later, when we come to consider the effect of the leases made to the appellants by individual members of the tribe, upon their right to graze cattle within the tribal limits.

Assuming the right of the defendants to remove the owners of the cattle as intruders upon Indian lands, it is further contended that there is no corresponding right to remove the cattle, because property of the kind is not mentioned in the aforesaid removal laws, the nature of which requires their strict construction. We can not yield assent to this view. The right to remove the owner of the property because his presence has become detrimental to the peace and welfare of the Indians, in our opinion, includes the right to remove his property also. (*Echols v. Tate*, 53 Ark., 12.)

The State of Arkansas is contiguous to the Indian Territory, and her laws have been adopted for the government of the latter. Like the decisions of the court of appeals of the Indian Territory, that of the supreme court of Arkansas, giving interpretation to the laws relating to the guardianship and protection of the Indians, is entitled to more than ordinary weight.

The entry and persistent residence of unlicensed persons within the limits of the Chickasaw Nation, for the purpose of grazing cattle upon lands therein, may create a continuing nuisance of serious character and consequences. When, in the judgment of the Commissioner of Indian Affairs (R. S., 2149), this presence is detrimental to the peace and welfare of the Indians, it becomes his plain duty to remove the persons by force if necessary. If this can not be done by removing the owners, then

we see no reason why he should not abate the nuisance by the removal of the cattle; for it is the grazing of herds of cattle that constitute the gravamen of the nuisance, whether they be controlled by the owners in person or through agents who may be members of the nation, or otherwise entitled to reside within its boundaries.

It is by the removal of the cattle that the peace and welfare of the Indians are to be secured.

The exercise of the discretion of the executive officers of the United States in such cases is not subject to review in this proceeding; but if it were, we could scarcely find a better foundation for it in the present case than in the formal declaration of the Indian legislature.

We are inclined to the view that the charge imposed by the Indian legislature is to be regarded as a condition of the admission of cattle to graze upon Indian lands by way of a license fee or tax, and not as of the nature of a regular tax upon property of the kind. This intention is indicated in the act, which does not provide for the seizure and sale of the cattle for the tax, but merely for their removal; that is to say, the withdrawal of permission as the sole condition of nonpayment.

But, in either view, we regard the act as within the legislative power of the Chickasaw Nation.

The Indian treaties, as we have seen, recognized and guaranteed the existence of a tribal government by the Chickasaw Nation within the limits assigned thereto.

A government of the kind necessarily has the power to maintain its existence and effectiveness through the exercise of the usual power of taxation upon all property within its limits, save as may be restricted by its organic law. Any restriction in the organic law in respect of this ordinary power of taxation, and the property subject thereto, ought to appear either by express provision or necessary implication. (*Board Trustees v. Indiana*, 14 How., 268, 272; *Talbott v. Silver Bow Co.*, 139 U. S., 438, 448.) Where the restriction upon this exercise of power by a recognized government is claimed under the stipulations of a treaty with another, whether the former be dependent upon the latter or not, it would seem that its existence ought to appear beyond a reasonable doubt. We discover no such restriction in the clause of article 7 of the treaty of 1855 which excepts white persons from the recognition therein of the unrestricted right of self-government by the Chickasaw Nation, and its full jurisdiction over persons and property within its limits. The conditions of that exception may be fully met without going to the extreme of saying that it was also intended to prevent the exercise of the power to consent to the entry of noncitizens, or the taxation of property actually within the limits of that government and enjoying its benefits. The power of the Creek Nation—under treaties identical with those made with the Chickasaw Nation—to impose an occupation tax upon a citizen of the United States licensed to trade therein, has been upheld by the circuit court of appeals of the eighth circuit. (*Crabtree v. Madden*, 54 Fed. Rep., 426, 429.) In that case it was said by Sanborn, circuit judge: "These treaties and this legislation demonstrate that this tribe has carefully preserved its separate political identity, and that it is still managing its own affairs and exercising, through officers of its own selection, legislative, executive, and judicial functions within its territorial jurisdiction. The tax which it is sought to collect by this action was imposed by the laws of the tribe. If the tribe had lawful authority to impose it, it had equal power to prescribe the remedy and designate the officers to collect it." The same doctrine as regards the right of the Cherokee Nation to impose a tax upon hay exported therefrom, though cut under valid contracts with the lawful occupiers of Indian lands, has been maintained by the Attorney-General in a recent opinion given upon the request of the Secretary of the Interior. (23 Op. Atty. Gen., 528.)

The right to impose this hay tax came before the court of appeals of the Indian Territory in a recent case, but was not determined, because the Indian legislative act was not proved, and the court declined to take judicial notice of it. (*Kelly v. Churchill*, 69 S. W. Rep., 817.)

Some of the expressions, however, of the same court in another case (*Buster v. Wright*, 69 S. W. Rep., 882) would seem to be opposed to the view that property, as well as the owner thereof refusing to pay a tax, may be removed from the Territory. The case arose in the town of Wagoner, on a bill brought by citizens of the United States to enjoin their removal, and the closing of their place of business for refusal to pay the Indian tax. The court reaffirmed the doctrine enounced in *Maxey v. Wright* as to the right of removal of the person, but denied the right to close the place of business of the complainants, saying: "The one is the enforcement of a penalty for being an intruder; the other, if allowed, would be the means of collecting a debt." Without going into the consideration of the effect of various acts of Congress relating to town sites and municipal corporations organized therein, it is sufficient to say that the decision was not necessary to the disposition of the case,

because, after the decree below, Congress passed the act of May 27, 1902, making it unlawful to remove any person in lawful possession of a lot or parcel of land in any designated town site. Moreover, the view that the tax was of the nature of a debt, to be collected by judicial process unless there has been some additional legislation by Congress not referred to in the opinion, is opposed to the decision of the circuit court of appeals before referred to. (*Crabtree v. Madden*, 54 Fed. Rep., 426, 431.)

A further contention on behalf of the appellants is, that assuming the right to regulate the occupation of Indian lands and to remove intruders and their cattle therefrom under the former treaties, and acts of Congress in aid of their guaranties, an exceptional condition has been created by certain special provisions of the agreement embodied in the Curtis bill to the benefits of which they are entitled by virtue of contracts made with individual members of the Chickasaw Nation.

The bill, it will be remembered, alleges that the cattle of complainants are grazing upon land in the Chickasaw Nation that has been held, used, and claimed by individual Indians of said nation as their approximate shares upon allotment, under contracts with and upon terms satisfactory to said individual Indians. The additional allegation that there is not now, and for four years has not been, any public domain of said nation, but that practically all the land in the nation is now inclosed, claimed, and occupied by individual members of the nation as their approximate shares upon allotment, by reason of which the nation has no longer jurisdiction over the same, states a conclusion of law that is not admitted by the demurrer.

The Curtis bill, approved June 23, 1898, has undoubtedly worked a great change in the public policy heretofore controlling relations with the Chickasaw and other nations of the Indian Territory. It provides for an allotment of the lands among the individual members of the nation upon certain terms and conditions. It abolishes the tribal courts, but maintains the tribal organization for eight years from March 4, 1898, with legislative power, which, when exercised in certain particulars, must be approved by the President of the United States. These eight years of tribal organization were provided to give ample time for the settlement of all disputes as to membership, for the allotment of the lands, and for preparation for statehood; and upon their expiration the Chickasaws shall become possessed of all the rights and privileges of citizens of the United States. Section 11 of this act provides that the lands susceptible of allotment, with some reservations, shall be allotted to citizens of the nation, giving each his fair and equal share thereof. Section 16 reserves to the tribe the rents and royalties for the use of minerals and timber, and provides that where any citizen shall be in possession of such lands as would be his reasonable share, he may continue to use the same and receive the rents thereof until allotment shall be made to him. Section 23 annuls all leases of agricultural and grazing land by January 1, 1900; "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 land until the allotments herein provided for are made."

Allotments are to be made under the general supervision of the Secretary of the Interior, and he is empowered to appoint an Indian inspector to perform the duties required of the Secretary. (That officer is one of the defendants in this case.)

Without giving further details of the act, it is sufficient to say in the language of *Maxey v. Wright* (supra): "The 'Curtis bill,' from beginning to end, recognizes this continued authority of the Secretary of the Interior Department, and in many instances enlarges it." And it was further said in the same case: "Whatever effect the 'Curtis bill' may have upon the Creeks (Chickasaws), it has not yet been carried into operation so far as it changes their title to their lands or their tribal relations with the United States."

The "Curtis bill" has been amended by the act approved July 1, 1902, (32 Stat., 641). These amendments do not affect the sections of the former law above referred to, but make some changes in respect of allotments. It requires that 320 acres shall be allotted to each member of the tribe, of which 160 acres shall constitute a homestead, and be inalienable for twenty-one years from the date of the certificate of allotment. The remaining land shall be alienable after issue of patent as follows: One-fourth in one year, one-fourth in three years, and the remainder in five years; provided, however, that it shall not be alienable at any time before the expiration of the tribal governments for less than its appraised value. These provisions fully confirm the extract above made from the opinion in *Maxey v. Wright*.

Neither of the aforesaid acts of Congress undertakes to repeal or annul the provisions of the Revised Statutes that have been before mentioned looking to the protection of the Indians from intruders upon their lands. We are therefore of the opinion that as long as the tribal government shall exist with the modified powers of government recognized in the "Curtis bill," those laws will remain in full force. Con-

sequently, the power conferred upon individual Indians of leasing their several proportions of the tribal lands must be exercised in subordination to those laws, and subject to the jurisdiction of the nation within the governmental powers still remaining therein. Included in these, as we have seen, and subject to the approving power of the President of the United States, are the power to impose conditions upon the entry of unauthorized persons and the power to impose taxes by way of condition or license, or upon property generally. At least, until the allotments shall have been made; if not, until the tribal government shall end by the terms of the act of 1898—the title to the lands, to the extent recognized by the United States, remains in the nation. (*Cherokee Nation v. Hitchcock*, 187 U. S.)

Whether the duty of enforcing its regulations or collecting its taxes can be imposed upon the Secretary of the Interior and his subordinates by the legislature of the Chickasaw Nation is a question that is not involved in the case.

By the terms of the "Curtis bill" the laws of the nation were denied enforcement in the courts of the United States for the Indian Territory (sec. 26).

Section 28 abolishes all of the tribal courts. Another section authorizes the Secretary of the Interior to appoint an Indian inspector in the Territory, who may, under his authority and direction, perform any duties required of the Secretary relating to affairs therein (sec. 27).

The administrative control of the affairs of the Indians by the United States, through their executive officers, not only remains unimpaired, but has been increased.

The abolition of the tribal courts and the taking away from the Territorial courts of the United States of all jurisdiction to enforce tribal laws, would, under the expressly continued legislative power of the nation, render those laws wholly inoperative without the assistance of the executive officers of the United States. It is unnecessary to refer to the various sections of the Revised Statutes investing these officers with power to superintend and control the affairs of the Indians.

Under those laws and the provisions of the "Curtis bill," we are of the opinion that the Secretary of the Interior had the right, if it were not his duty, to enforce an enactment within the powers of the legislature of the Chickasaw Nation that had received the requisite formal approval of the President of the United States.

We regard it as unnecessary to consider the several articles of the regulations prescribed by the Secretary of the Interior for the complete enforcement of the act in question in order to determine whether they add to its provisions, or exceed its objects, or are beyond the general powers invested in him for the control of Indian affairs. Those articles looking to the ascertainment of the permit tax, the dates of commencement, the giving of notice, and the like, are not involved in the case. The appellants admit the occupation of the lands and the refusal to pay the tax under any conditions. The single question then is whether, failing to pay the tax, they and their cattle may be removed from the territory of the Chickasaw Nation by the Secretary of the Interior and the officers acting under his direction; and that has been determined.

Other propositions that have been argued need not be discussed, as they are included in the conclusions before enounced.

The decree dismissing the bill was right and will be affirmed with costs. It is so ordered.

Affirmed.

A true copy.

Test:

ROBERT WILLETT, *Clerk.*

APPENDIX NO. 19.

REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR GOVERNING PAYMENT OF ROYALTY ON HAY CUT FROM CHEROKEE LANDS AND SHIPPED BEYOND THE LIMITS OF THE CHEROKEE NATION.

SECTION 1. Sections 374 and 375 Cherokee tribal laws provide in part as follows:

SECTION 374. It shall be unlawful for any citizen of this nation to sell or ship prairie hay beyond the geographical limits thereof, or to sell to a noncitizen, except as herein provided, but nothing in this act shall prevent the sale in small quantities of not more than a wagon load to persons under permit or to persons traveling through the country.

SEC. 375. Any citizen who may desire to sell or ship prairie hay shall, before doing so, procure from the clerk of the district wherein he proposes to sell or ship a permit for that purpose, and shall make monthly reports sworn to by him to the district clerk of all the prairie hay so sold or shipped, and pay to said clerk 20 cents per ton for all hay so sold or shipped.

Section 16 of the act of Congress approved June 28, 1898 (30 Stat., 495), provides as follows:

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 any one 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.

The act of Congress approved July 1, 1902 (Cherokee agreement), provides as follows:

SEC. 64. The collection of all revenues of whatsoever character belonging to the tribe shall be made by an officer appointed by the Secretary of the Interior, under rules and regulations to be prescribed by the said Secretary.

SEC. 2. All hay cut from Cherokee lands and shipped beyond the limits of the Cherokee Nation, being subject to a payment to the Cherokee Nation of 20 cents per ton, such payment must be made to the United States Indian agent, Union Agency, I. T., before such hay is shipped or offered for shipment.

SEC. 3. It being contrary to law to ship or transport such hay from lands in the Cherokee Nation until payment to the United States Indian agent as above mentioned shall have been made, railroads and other transportation companies and individuals are requested not to accept such hay for transportation or transport the same beyond the limits of the Cherokee Nation until furnished evidence that the payment of 20 cents per ton on such hay has been made to the United States Indian agent as provided.

SEC. 4. For the information of interested parties the opinion of the honorable Attorney-General relative to this subject is given below.

W. A. JONES, *Commissioner*.

DEPARTMENT OF THE INTERIOR, *July 6, 1903.*

Approved:

THOS. RYAN, *Acting Secretary*.

DEPARTMENT OF JUSTICE,
Washington, D. C., September 20, 1901.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to reply to your note of August 27, 1901, in which you request my official opinion whether your Department has authority, under existing laws to collect the tribal tax imposed by the laws of the Cherokee Nation of Indians upon the exportation of prairie hay from that nation.

The situation is this: Under the right of self-government, conferred by Congress, the Cherokee Nation has its own constitution, government, and laws, not inconsistent with the constitution or laws of the United States. By act of Congress, these laws are first approved by the President. When so approved, they have, in all respects, the force and effect of laws. This autonomy carries with it the unquestionable right of taxation. Under this power, the Cherokee Nation imposes a tax of twenty cents per ton upon all prairie hay shipped out of and beyond the limits of that nation. (Laws of the Cherokee Nation, section 374, 375.) In my opinion there can be no question of the right or power of that nation to impose such a tax.

For reasons satisfactory to both nations the United States collects the tribal taxes imposed and the royalties and rents from the public domain and deposits them in the United States Treasury to the credit of the Indian nation. The power and right to do this, by and through the Interior Department, is agreeably affirmed by the United States court of appeals, *Indian Territory, in Maxey v. Wright* (54 S. W. Rep., 809), under existing treaties and acts of Congress. While that decision was rendered with reference to the Creek Nation, it is just as applicable to the Cherokee Nation also, for similar treaties and laws exist as to that nation.

Part of the revenues thus collected by the United States for the Indian nation consists of rents and royalties arising from the public domain of that nation and which has not been allotted to individual members of that nation; and section 16 of the act of June 28, 1898 (30 Stat., 495), provides the means for the collection of such revenues through the Department of the Interior; and to this end it forbids the payment to, or the reception by, any other person of the rents or royalties arising from these

public lands, and provides for their collection by the Interior Department and deposit in the Treasury to the credit of the Indian nation.

But allotment of these lands to the individual members of the nation is contemplated and provided for; and this contemplates that, so far as it can be done, the allotment to an individual or for his wife and minor children shall embrace the land of which he or they are already in possession, not exceeding the amount to which he and they may be entitled in such allotment, and in several respects such persons, in the occupancy of lands, not more than their share upon such allotment, are treated as quasi owners of the land thus occupied, with the right to control the same and receive its proceeds.

In accordance with this, section 16 of the act referred to, while it prohibits individuals from receiving or paying rents or royalties arising from the public lands of the nation, except to officers or agents of the Indian Department, it makes an exception in favor of those who are in the occupancy of what they would be entitled to claim under the allotment, and allows them to use and receive the rents and proceeds of such lands as if such act had not been passed.

This exception is as follows:

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 the nation or tribe, and that to which his wife and minor children are entitled, he may continue to use the same and receive the rents therefrom until allotment has been made to him.

From this it will be readily seen that this section deals only with what are the common public lands of the nation not occupied by individuals as their share of the public domain, and provides that the revenues from such lands shall be collected and paid into the Treasury, while it permits those who have, under existing regulations, taken possession of the whole or a portion of what would be their share upon allotment, to continue, as before, to use that of which they are so in possession; and that the whole office of this section is to provide for the collection by the Department of the Interior of the revenues from the unappropriated common public lands of the nation, leaving those who have appropriated and are occupying their respective shares to continue to use the same and receive its rents.

And it will be further seen that this section has nothing whatever to do with the imposition of local taxes by the Indian nation or with the exempting any citizen from their payment. The proviso simply recognizes the quasi ownership of the individual in the share he has selected, but leaves the property and its proceeds subject to local taxation, just as in the case of other property. And the nation having imposed a tax upon all prairie hay shipped out of the nation, that tax is just as applicable to hay raised on lands such as are referred to in the proviso of this section as in any other case, and would be so even if the shipper was the absolute owner of the land on which the hay was raised.

I have therefore to advise you that neither section 16 of the act of June 28, 1898, nor its proviso in anywise militates against the power of your Department to collect the tax in question.

Respectfully,

P. C. KNOX, *Attorney-General*:

APPENDIX NO. 20.

REGULATIONS (AS AMENDED JULY 10, 1903) GOVERNING THE SALE AND LEASING OF LANDS IN THE CREEK NATION, INDIAN TERRITORY, PRESCRIBED BY THE SECRETARY OF THE INTERIOR FOR THE PURPOSE OF CARRYING INTO EFFECT THE PROVISIONS OF SECTIONS 16 AND 17 OF THE ACT OF CONGRESS APPROVED JUNE 30, 1902 (32 STAT., 500), AND RATIFIED BY THE MUSKOGEE (OR CREEK) NATIONAL COUNCIL ON JULY 26, 1902.

REGULATIONS.

The following regulations are hereby prescribed for the purpose of carrying into effect the provisions of sections 16 and 17 of the act of Congress approved June 30, 1902 (32 Stat., 500), and ratified by the Muskogee (or Creek) national council on July 26, 1902, which said sections are as follows:

16. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment 40 acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen, it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901; but if he have no such issue, then he may dispose of his homestead by will, free from the limitation herein imposed; and if this be not done, the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

"Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes, may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands."

DEEDS (see also page 196).

SEC. 1. Creek citizens desiring to sell such of their lands as they are by law authorized to sell with the approval of the Secretary of the Interior may apply to the Indian agent or other officer in charge at the Union Agency, Muskogee, Indian Territory, by petition, in duplicate, containing an accurate description of the land and improvements thereon, praying that such land may be sold in accordance with these regulations, stating facts to show title, and why it will be for the best interest of the owner to sell it for a fair price, and signed by all persons or their legal representatives having any interest in the land. A form of petition has been prescribed which must be used.

(1) When such Indian agent or other officer in charge shall be satisfied that the facts alleged in the petition are sufficient, he shall cause a memorandum record of the same to be made in a book to be kept for that purpose, and shall file the petition in his office. The duplicate copy of such petition shall be immediately forwarded to the Commissioner of Indian Affairs by such agent or other officer in charge, who, before so forwarding it, shall endorse thereon the date the same was received by him and the date the land described therein will be listed for sale.

(2) Such agent or other officer in charge shall on each Monday morning post in a conspicuous place in his office, in such large letters and figures as shall be clearly legible, for a period of sixty days, a list of the lands described in petitions received by him during the week preceding such Monday, showing in separate columns the names of the owners, the description of the lands, the dates when listed, and the dates when the bids will be opened, and such list shall be accessible to the public at all times in the business hours of the office. On each Monday the Indian agent or other officer in charge will forward to the Commissioner of Indian Affairs a complete list of all lands posted in his office for sale.

(3) When any tract of land has been so listed, the Indian agent or other officer in charge, when competent from his general knowledge of the value of the land, shall visit, view, and appraise the same at its true value, according to his best judgment. If such agent or other officer is not so competent, or if it shall be impracticable for him to personally visit and appraise the land, he shall require the appraisement to be made in like manner by a competent officer or employee under his charge. A certificate of said appraisement, signed and sworn to by the person making it, shall be sealed and not opened until the sealed bids for that tract of land are opened. *The appraisement shall not be made public*, but no bid less than the appraised value shall be considered. If the appraisement is made by other than the agent or officer in charge such agent or officer in charge shall add his certification of the qualifications and integrity of the appraiser, and that he believes the appraisement to be the true value of the land.

(4) Sealed bids will be received by such agent or other officer in charge at his office, for any lands so listed, at any time before the day on which the bids are opened. If a bidder desires to bid on tracts not contiguous, he must submit a separate bid for each tract, and if he desires to purchase less than an entire tract offered he may submit a bid for one or more legal subdivisions thereof.

(5) All such bids shall be enclosed in a sealed envelope, upon which must be written "Bid for Creek land, described as follows," followed by a description of the

land, before the same is deposited with the Indian agent or other officer in charge. Bids shall be numbered by such Indian agent or other officer in charge in the order in which the same shall be received by him, and a memorandum record of each, containing number of bid and description of land, shall be kept in a book suitable for that purpose. Each bid must be accompanied by a duly certified check on some solvent bank, payable to the Commissioner of Indian Affairs, for the use of the grantors, for twenty per cent of the amount offered, as a guarantee for the faithful performance by the bidder of his proposition. If the bid shall be accepted and the successful bidder shall, within a reasonable time, not exceeding ten days, after due notice, fail to comply with the terms of his bid, such check shall be forfeited to the use of the owner of the land.

(6) The right to reject any or all bids is reserved, but in all cases the highest bid shall be accepted by such Indian agent or other officer in charge, and such acceptance shall be subject to the approval of the owner of the land.

(7) Purchasers shall, before delivery of deed, pay all costs of conveyancing, and, in addition thereto, to cover the expenses of advertising, the sum of one dollar when the purchase price does not exceed \$1,000, one dollar and twenty-five cents when the purchase price exceeds \$1,000 and does not exceed \$2,000, and one dollar and fifty cents when the purchase price is more than \$2,000.

(8) Bidders and other interested persons may be present when bids are opened. When opened the bids shall be so recorded, in a book to be kept for that purpose, as to show the name of the bidder, description of land, amount offered, and action taken thereon.

(9) Listed land not disposed of at the appointed time may, if the owner so desires, be relisted under the same rules as governed its original listing, except in any case where the owner has refused to approve the highest bid, when such bid is deemed by the Indian agent or other officer in charge to be a fair price for the land, and in such case the land may be relisted as aforesaid, in the discretion of the Indian agent or other officer in charge.

(10) When bids are opened the certified checks accompanying each shall, as soon as practicable, be returned to the bidder (except that accompanying the accepted bid) by the Indian agent, or other officer in charge, who shall take the bidder's receipt for the same, of which he shall in each case make full report to the Commissioner of Indian Affairs without unnecessary delay.

(11) The Commissioner of Indian Affairs shall cause an advertisement of lands listed to be published in at least one weekly newspaper published at Muskogee, Indian Territory, and such additional weekly newspapers as he may deem advisable, so that each tract listed shall, as nearly as may be practicable, be advertised during the listed period.

(12) The advertisement shall contain a description of the land as listed and shall state that sealed bids will be received therefor at the agency until the day when bids are to be opened, which day shall be clearly specified, and that such sealed bids must be accompanied by and contain a duly certified check on some solvent bank, payable to the order of the Commissioner of Indian Affairs, for twenty per cent of the amount of the bid, and that further information and a copy of rules and regulations applicable may be had at the Union Agency.

(13) In addition to such advertisement the Commissioner of Indian Affairs shall cause public notice to be given by publication in a newspaper published at Muskogee, that rules and regulations and any other information relative to sale of Creek lands may be obtained on application to the Indian agent, Union Agency, Muskogee, Indian Territory, and such publication shall continue until otherwise ordered by the Commissioner of Indian Affairs.

SEC. 2. The deed must be executed in the presence of two subscribing witnesses and duly acknowledged before the Indian agent at Union Agency, a notary public, or other officer duly authorized to take acknowledgments of deeds. The witnesses must make affidavit that the deed was in their presence read and fully explained to the grantor, and that he understood the nature, contents, and effect thereof, and approved and signed the same in their presence.

SEC. 3. Such deed, when transmitted by the Indian agent or other officer in charge, for the Secretary's approval, must be accompanied by the original petition; the certificate of appraisement; all bids relating to the land covered by such deed; a duly certified check on a solvent bank for the full purchase price, payable to the order of the Commissioner of Indian Affairs; and a full report by the Indian agent or other officer in charge of all proceedings previous to the execution of the deed, also—

(1) By the certificate of the Indian agent, or officer before whom the deed was acknowledged, that the contents, purport, and effect of the deed were explained to and fully understood by the grantor or grantors; that the consideration specified in the deed is a fair price for the land; that the conveyance is in every respect free from

fraud or deception; and that the land described in the deed is no part of the grantor's homestead. The affidavits of the grantor or grantors, and the grantee or grantees, must accompany such deed, showing that there is no contract, agreement, or understanding (written or verbal) whereby the consideration money or price paid for the land, or any portion thereof, is to be refunded to the purchaser of the deed; nor any live stock, implements, other articles or things are to be exchanged or taken in lieu of said consideration or purchase price, or any portion thereof, for said lands. The deed must also be accompanied by an affidavit of the grantee (or grantees) stating that he (she or they) is not a party to any association or combination of persons to acquire the land described in the deed at less than its fair value, or to prevent open and fair competition in the purchase thereof, and that neither the grantor, nor anyone acting for him in his place, has been given or promised any money or other thing by the grantee, or by anyone with his advice, consent, or knowledge, except the consideration named in the deed, to induce him to agree to such sale of his land.

(2) When the deed has been returned to the Indian agent, duly approved by the Secretary of the Interior, it shall be accompanied by the certified check for the purchase price duly endorsed, with appropriate instructions from the Commissioner of Indian Affairs to the Indian agent relative to the delivery of the deed to the grantee and the payment of the purchase price to the grantor. The Indian agent in reporting on deeds will be careful to show the value of the land, as appraised by the Commission to the Five Civilized Tribes, in order that the Department may know how it was classified for distribution. He will ascertain whether the party or parties seeking to sell are the parties to whom the land was allotted, and will give his opinion as to whether the instrument should be approved, with his reasons for such opinion.

LEASES (see also page 196).

Sec. 4. No lease will be approved for a greater term of years than as follows: *Three* years for grazing purposes, *ten* years for agricultural purposes, and *fifteen* years for mineral purposes. All leases must be in quadruplicate and be executed in the presence of two subscribing witnesses, one part to be filed in the office of the Commissioner of Indian Affairs, one with the agent, Union Agency, one to be delivered to the lessee, and one to the lessor.

Sec. 5. All leases must accurately describe the lands, specify the rents or royalties and when the same are to be paid, and they must contain a provision to the effect that if the lessee shall fail to pay the rents or royalties or any part thereof when due, or shall fail to faithfully comply with the terms and conditions of the lease, such failure shall constitute a forfeiture of the lease and all improvements placed on the land by the lessee, and that the lessor shall be entitled to immediate possession of the leased lands and the improvements located thereon.

All improvements placed on the lands by the lessee to an agricultural or grazing lease, or anyone holding under him as a sublessee, or otherwise, shall, at the expiration of the lease, be and become the property of the owner of the land.

This regulation is also applicable to all improvements and buildings placed upon lands leased for mineral purposes, except tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, casings of all dry or exhausted wells, and machinery.

All original lessees, except of mineral lands as hereinafter provided, shall be required to furnish a bond executed by two or more sufficient sureties, each of whom must justify under oath to an amount equal to the entire rental, guaranteeing the payment of all rents at the time and in the manner specified in the lease, and the performance of all covenants and agreements named in the indenture to be paid and performed by the lessee. Each mineral lease must be accompanied by an application, under oath by the lessee, upon blanks to be furnished by the agent. Each applicant will be required to state that the application is not made for speculation, but in good faith, and where the lease is for mining purposes, for mining the mineral or minerals specified, including oil and natural gas. A map must accompany each application, therein showing the amount of land of each legal subdivision supposed to be underlaid with mineral, oil, or natural gas, as the case may be, and if mineral other than oil or natural gas, the quantity that can probably be mined. Applicants must furnish such other information as may be desired by the agent regarding their prospective operations. Applications by parties who do not themselves intend to conduct operations on the land will be rejected. Should the application be approved, bond will then be required as provided for hereinafter.

In all mineral leases it must be provided that only so much of the surface of the land described as may be reasonably necessary to carry on the work contemplated may be occupied by the lessee.

All original lessees of mineral lands shall be required to furnish a bond, with two or more sufficient sureties, or a responsible surety company, guaranteeing the pay-

DEEDS AND LEASES.

SEC. 7. No lease or deed will be approved that is executed prior to the approval and delivery of the deed to the allottee. Annexed to these regulations are forms of petition, deed, certificate of officer taking acknowledgment, affidavit of witnesses, grantor's affidavit, grantee's affidavit, certificate of officer who appraised the land, lease, bond, and affidavit of surety, which forms *must* be followed in all cases. All deeds and leases will be transmitted by the Indian agent, or other officer in charge, through the proper channels, for the Secretary's approval.

SEC. 8. The post-office address of each party in interest must be given in the instrument which it is sought to have approved, and the post-office address of each subscribing witness must appear on the papers.

SEC. 9. A lease or conveyance of undivided inherited lands, or of undivided allotments made directly to the heirs of a deceased citizen, will be approved only in cases where all the heirs join in the lease, deed, or instrument of conveyance.

SEC. 10. If inherited lands, or lands allotted directly to heirs of a deceased citizen, have been partitioned, evidence thereof must accompany a deed or instrument of conveyance of such lands.

SEC. 11. In cases where the lands embraced in a lease, deed, or instrument of conveyance were inherited from one who died after the allotment was made to him, such lease, deed, or instrument of conveyance must be accompanied by a certificate signed by two officials of the town or band of which such allottee was a member, or by two or more reliable members of the tribe, setting forth that the allottee to whom the land was originally allotted is dead, giving as nearly as possible the date of death. Such certificate shall also show the names and ages of the heirs, adults, and minors of such deceased allottee, but the Department reserves the right to require, if in its judgment it shall be considered necessary, such further and additional evidence relative to the heirship as may be deemed proper. If the persons who certify to the death of the allottee are, from their own knowledge, unable to certify as to who are the heirs (with their names and ages) of such deceased allottee, an additional certificate made by persons of one of the two classes herein specified, showing who are the heirs and giving their names and ages (adults and minors), must be furnished. And one of the certificates above mentioned, or an additional certificate made as above specified, must set forth definitely whether or not any children were born to such deceased allottee after May 25, 1901, and whether or not such deceased allottee disposed of his homestead or any portion of his allotment by will.

SEC. 12. In cases where the lands embraced in a lease, deed, or instrument of conveyance were allotted directly to the heirs of a citizen who died before receiving an allotment, such lease, deed, or instrument of conveyance must be accompanied by a certificate signed by two officials of the town or band of which such citizen was a member, or by two or more reliable members of the tribe, setting forth the names and ages of the heirs, adults and minors, of such deceased citizen, the Department reserving the right to require additional evidence as provided in section eleven hereof.

SEC. 13. If there shall have been, or shall hereafter be, probate or other court proceedings, establishing who are the heirs of such deceased allottee or such deceased citizen, a certified copy of the final order, judgment, or decree of the court showing and determining such heirship must be furnished; but where such court proceedings have not been had a compliance with the requirements of the provisions of sections eleven and twelve hereof, as the case may be, will be deemed sufficient to establish the heirship.

SEC. 14. In cases of transfers, leases, and sales to which minors are parties grantor, the transfer, lease, or sale must be made by a guardian, and the lease, deed, or instrument of conveyance must be accompanied by certified copies of the orders of the proper court appointing the guardian and authorizing him to make such transfer, lease, or sale, and it must be fully understood that the Department reserves the right to use any means at its disposal for the purpose of ascertaining whether the consideration given is the fair value of the land, and whether the proposed lease or sale is for the best interests of the Indian.

SEC. 15. Leases for minerals, other than coal, asphalt, oil, and gas, must be made on the form attached hereto, page 42.

DEPARTMENT OF THE INTERIOR.

W. A. JONES, *Commissioner.*

Approved July 10, 1903.

THOS. RYAN, *Acting Secretary.*

FORMS.

PETITION FOR THE SALE OF CREEK LANDS.

[If allottee is married, petition must be signed by allottee and wife, or allottee and husband, as the case may be. If allottee is a minor, petition must be signed by guardian.]

UNITED STATES INDIAN AGENT,
Union Agency, Muskogee, I. T.

SIR:, the undersigned respectfully show that
....., the owner of the following-described land, situate in
the Creek Nation, I. T., to wit,

.....
that said described land was allotted to
by the Commission to the Five Civilized Tribes; that allotment deed therefor was
delivered to by the principal chief of the Creek
Nation, on the day of, 190...; that the land is not
a homestead; that said is a citizen of the Creek
Nation, and that name appears on the approved Creek roll opposite
number; that of said described land acres are in cultiva-
tion; that the same is improved, as follows:

.....
the reasonable value of which does not exceed dollars, and that
said believe that interests
will be best subserved by permitting to sell the above-described
land for the following reasons, to wit:

.....
and consider dollars the reasonable value
of the land,

In presence of:

.....
P. O.
.....
P. O.

PETITION

For the sale of the following-described
lands, Creek Nation, I. T.,

Petitioner...

UNION AGENCY, MUSKOGEE, I. T.,
....., 190...

Petition to sell the above-described
and was received by me on the
day of, 190... The land will
be listed for sale on the day
of, 190...

.....
U. S. Indian Agent.

GENERAL WARRANTY DEED.

This indenture, made and entered into this day of one thousand nine hundred and, by and between of, part.. of the first part, and of, part.. of the second part.

Witnesseth: That the said part.. of the first part, for and in consideration of the sum of dollars, in hand paid, the receipt of which is hereby acknowledged, do.. hereby grant, bargain, sell, convey, and confirm unto said part.. of the second part the following-described real estate and premises situate in the Muskogee or Creek Nation, and within the limits of the Indian Territory, to wit:

..... together with all the improvements thereon, and appurtenances and immunities thereunto belonging or in anywise appertaining thereto, and warrant the title to the same, subject to any valid existing lease now on the premises.

And I,, wife of the said, for and in consideration of the said sum of money, do hereby release and relinquish unto the said part.. of the second part all my right of dower and homestead in and to the said lands.

To have and to hold the said lands unto the said part.. of the second part, heirs, executors, administrators, successors, or assigns forever.

In witness whereof the said part.. of the first part ha.. hereunto set hand.. and seal.. the day and year first above written.

Witnesses:

P. O. } as to [SEAL.]
P. O. }

P. O. } as to [SEAL.]
P. O. }

P. O. } as to [SEAL.]
P. O. }

P. O. } as to [SEAL.]
P. O. }

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

Be it remembered that on this day came before me, the undersigned, within and for the western judicial district of Indian Territory aforesaid, duly commissioned and acting as such,

..... to me personally well known as the part.. grantor.. in the within and foregoing deed of conveyance, and stated that.. executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on this day also voluntarily appeared before me the said, wife of said, to me personally well known to be the person whose name appears upon the within and foregoing, and in the absence of her said husband declared that she had of her own free will executed said deed, and signed and sealed the relinquishment of dower and homestead therein expressed for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband.

Witness my hand and seal as such on this day of, 190...

(My commission expires)

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,

Muskogee, I. T., 190...
The within deed is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be

See my report of even date.

.....
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Washington, D. C., 190...
The within deed is respectfully sub-
mitted to the Secretary of the Interior,
with recommendation that it be

.....
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190...
The within deed is hereby

.....
Secretary of the Interior.

WARRANTY DEED.

CREEK NATION, I. T.

FROM

TO

..... } ss.

Filed for record this day

of 190..,

at o'clock, m.

By

CERTIFICATE OF OFFICER TAKING ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

I,, a, within and
for the western judicial district of the Indian Territory, hereby certify that
and, witnesses to the attached deed, signed the
same in my presence at the request of the grantor...; that they are personally well
known to me, and that I know of my own knowledge that they are reputable persons
and entitled to full faith and credit. I further certify that the deed was in my pres-
ence read to the grantor..., and that the contents, purport, and effect of the deed were
fully explained to the grantor... by me, and that approved and signed the same
in my presence; that the consideration specified in the deed is the fair value of the
land; that the conveyance is in every respect free from fraud or deception, and that
the land described in the deed is no part of the grantor's homestead.

Witness my hand and seal as such this
..... day of, 190...

AFFIDAVIT OF WITNESSES.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

..... and, witnesses to the attached deed,
being by me first duly sworn, upon their oaths state, each for himself, that said deed
was in their presence read and fully explained to the grantor.; that under-
stood the nature, contents, and effect thereof and approved and signed the same in
their presence.

.....
.....
Subscribed in my presence and sworn to before me this day of
....., 190....

(My commission expires.....)

GRANTOR'S AFFIDAVIT.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

....., grantor. in the deed
hereto attached, being first sworn on oath, say...: That the sale of said described
land is bona fide; that there is no contract, agreement, or understanding, written or
verbal, whereby the consideration money or price paid for the land, or any portion
thereof is to be refunded to the purchaser after the approval of the deed, and that
no live stock, implements, or other thing or things of value are to be taken or
exchanged in lieu of said consideration money, or any portion thereof; that neither
the grantee, his agent, or employee has directly or indirectly paid, loaned, promised,
or given to me, or to anyone for me, any money or other thing of value as an
advancement on the purchase price of the land, or as a consideration for or inducement
to the sale of the land and the execution of the deed therefor, nor for any
other purpose. The grantor.. also state.. that of said land acres
are in cultivation, and that the same is improved as follows:

.....
.....
the reasonable value of which does not exceed dollars.
.....
.....

.....
.....
Subscribed in my presence and sworn to before me this day of
....., 190....

(My commission expires.....)

GRANTEE'S AFFIDAVIT.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

....., grantee.. in the deed
attached hereto from,
to, make.. oath and say...:
That there is no contract, agreement, or understanding, written or verbal, whereby
the consideration, money, or price paid for the land, or any portion thereof, is to be
refunded to the purchaser after the approval of the deed; that no live stock, imple-
ments, articles, or other things of value are to be exchanged or taken in lieu of said
consideration, money, or purchase price, or any portion thereof, for such land; and
that I am not a party to any association or combination of persons to acquire said
lands at less than their fair value, or to prevent open and fair competition in the
purchase and sale of lands within the limits of the Indian Territory; that I am not
directly or indirectly connected with or interested in any device, scheme, or plan to
prevent or interfere with fair competition in the purchase of said lands or to secure
them at less than their market value; and that the contract under which the deed
presented for approval was executed was not procured through or by means of any

such device, scheme, or plan; that such contract was not secured through false representations to the grantor... or by suppression of facts as to the value of the land or as to any other feature of the transaction; and that neither the grantor... nor anyone acting for or in place ha... been given or promised any money or other thing by me or by anyone with my advice, knowledge, or consent, except the consideration named in the deed, to induce to agree to such sale of lands; that neither myself, my agent, or employee has directly or indirectly paid, loaned, promised, or given to the grantor, or to anyone for him, any money or other thing of value as an advancement on the purchase price or as a consideration for, or inducement to, the sale of the land and the execution of the deed therefor, nor for any other purpose.

Subscribed in my presence and sworn to before me this day of 190...
.....
.....

(My commission expires)

CERTIFICATE OF OFFICER WHO APPRAISED THE LAND.

UNITED STATES OF AMERICA, INDIAN TERRITORY,
Western Judicial District, ss:

I, a....., certify that I visited, viewed, and appraised the following-described land, to wit: sec. T....., R....., which has heretofore been allotted to by the Commission of the Five Civilized Tribes. I find that the same is improved as follows:

....., which improvements do not exceed in value dollars; that the land is of the following character: I further certify that the sum of dollars, the total appraised value, including the improvements, is a fair, reasonable, and just price for said land, according to my best judgment.

....., 190...

I hereby certify that who is a person of integrity, is well informed as to the value of lands in the Creek Nation; also that I believe that the appraisal made by him shows the true value of the land.

.....
U. S. Indian Agent.

....., 190...

[Transferable only with consent of the Secretary of the Interior.]

AGRICULTURAL LEASE, CREEK NATION, INDIAN TERRITORY.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture, made and entered into, in quadruplicate, on this day of A. D. 19.., by and between

of part.. of the first part, and

of part.. of the second part, under and in accordance with the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to agricultural leases in the Creek Nation.

Witnesseth: That the said part.. of the first part, for and in consideration of the covenant.. of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part, for *agricultural purposes only*, the following-described tract of land, lying and being within the Creek Nation and

α Give name and official position.

within the Indian Territory, to wit:

of section, of township, of range, of the Indian meridian, and containing acres, more or less, for the full term of years from the date hereof. And the said part.. of the second part, in consideration of said premises as above set forth, covenant.. and agree.. with the part.. of the first part to pay the said part.. of the first part, as rental for the same, the sum of dollars, being at the rate of dollars per acre, payable as follows, to wit:

Said part.. of the second part further covenant.. and agree.. that will at own expense, within years from the date of the approval hereof by the Secretary of the Interior, inclose the leased premises by a barbed-wire fence of three strands, strung on posts set or driven two feet into the ground and not more than sixteen and one-half feet apart and of the material usually used in the Creek Nation for this purpose; that all improvements, such as hogpens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that will build and erect other improvements on said premises as follows:

that will within years from the date of said approval plant acres of the leased premises in fruit of the following kinds or classes: (a)

and that will break out and put into a proper state of cultivation each year acreage as follows: First year, acres; second year, acres; third year, acres; fourth year, acres; fifth year, acres; sixth year, acres; seventh year, acres; eighth year, acres; ninth year, acres; tenth year, acres.

Said part.. of the second part further covenant.. and agree.. that will, and at own expense, insure against loss by fire in some reliable fire insurance company, at their reasonable insurable value, all buildings now on said leased premises or that may hereafter be erected thereon by or for said part.. of the second part, or by anyone holding under said part.. of the second part as a sublessee, or otherwise.

Said part.. of the second part further covenant.. and agree.. that in case any of the buildings now on said leased premises, or any of those hereafter erected thereon during the life of this lease, under the provisions hereof, shall be destroyed by fire, will, immediately after such destruction, erect thereon another building or buildings, as the case may be, equally as substantial and appropriate for the purpose for which used as was or were the building or buildings destroyed as aforesaid.

The said part.. of the second part further covenant.. and agree.. that at the expiration of the time mentioned in this lease will surrender to the said part.. of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease, and entitle the part.. of the first part, or whomsoever shall be lawfully entitled to said premises, to enter and take possession of the same.

It is understood and agreed by the parties hereto that the use of the leased premises by said part.. of the second part, or by anyone holding under as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the part.. of the second part to pay the rental when the same becomes due, or in case the part.. of the second part fail.., neglect.., or refuse.. to make the improvements herein specified within the time mentioned, such failure, neglect, or refusal shall work a forfeiture hereof.

It is further understood by the parties hereto that the part.. of the second part will not permit any nuisance to be maintained on the premises nor allow any intoxicating liquors to be sold or given away for any purpose on the leased premises, and failure to comply with these conditions shall work a forfeiture hereof.

^ Here give number of each kind or class.

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration of this lease, in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment, or transfer of this lease, or of any interest therein or thereunder, can be directly or indirectly made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease, and this lease shall be subject to all rules and regulations heretofore prescribed by the Secretary of the Interior, or which may be hereafter prescribed by him.

The part.. of the second part hereby acknowledge to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part.. of the second part as principal.. and

as suret...., entered into the day of and which shall remain on file in the Indian Office during the life of this lease.

In testimony whereof the parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: "a

..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			

"Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR, U. S. INDIAN SERVICE, UNION AGENCY, <i>Muskogee, I. T.,, 190..</i> The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be See my report of even date.	DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS, <i>Washington, D. C.,, 190..</i> Respectfully submitted to the Secretary of the Interior with recommendation that it be..... Commissioner.
DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C. AGRICULTURAL LEASE, CREEK NATION, I. T.	DEPARTMENT OF THE INTERIOR, <i>Washington, D. C.,, 190..</i> Sec....., Tp....., Range....., in the Creek Nation, Indian Territory. Dated 190.. Expires 19..

[Transferable only with consent of the Secretary of the Interior.]

GRAZING LEASE, CREEK NATION, INDIAN TERRITORY.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture made and entered into, in quadruplicate, on this day of, A. D. 190.., by and between part.. of the first part, and

..... of part.. of the second part, under and in accordance with the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to grazing leases in the Creek Nation, Indian Territory.

Witnesseth: That said part.. of the first part, for and in consideration of the covenant.. of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part, for *grazing purposes only*, the following-described tract of land lying and being within the limits of the Creek Nation and within the Indian Territory, to wit:

..... of section, of township, of range, of the Indian

Meridian, and containing acres, more or less, for the full term of years from date hereof, and the said part.. of the second part, in consideration of said premises, as above set forth, covenant.. and agree.. with the part.. of the first part to pay said part.. of the first part as rental for the same, the sum of dollars, being at the rate of dollars per acre, payable as follows, to wit:

Said part.. of the second part further covenant.. and agree.. that will at own expense, within years from the date of the approval hereof by the Secretary of the Interior, inclose the leased premises by a barbed wire fence of three strands, strung on posts set or driven two feet into the ground not more than sixteen and one-half feet apart, and of the material usually used in the Creek Nation for this purpose; that all improvements made, such as hoggpens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that will erect and build other improvements on said leased premises as follows:

Said part.. of the second part further covenant.. and agree.. that at the expiration of the time mentioned in this lease will surrender to said part.. of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease and entitle the part.. of the first part, or whomsoever shall be lawfully entitled to said premises, to enter and take possession of the same.

Said part.. of the second part further covenant.. and agree.. that will comply with all the quarantine laws or customs in force in the Creek Nation, Indian Territory, as to excluding diseased or infected cattle or other animals from the premises, and that will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and that will comply with all the regulations at any time adopted by said Secretary to prevent other allotments of individual Indians or tribal lands from damage or interference by cattle or other animals, and will not in any manner intrude on other Indian allotments.

It is understood and agreed by the parties hereto that the use of the leased premises by said part.. of the second part, or by anyone holding under as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the part.. of the second part to pay the rental when the same becomes due, or in case the part.. of the second part fail.., neglect.., or refuse.. to make the improvements herein specified within the time mentioned, such failure, neglect, or refusal shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that the part.. of the second part will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the leased premises, and failure to comply with these conditions will work a forfeiture of the lease.

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration of this lease in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment, or transfer of this lease, or of any interest therein or thereunder, can be, directly or indirectly, made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease, and this lease shall be subject to all rules and regulations prescribed by the Secretary of the Interior, or which may be hereafter prescribed by him.

The part.. of the second part hereby acknowledge to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part.. of the second part as principal.. and

as suret.., entered into the day of, and which shall remain on file in the Indian Office during the life of this lease.

In testimony whereof the parties of the first and second parts herein have set their hands and affixed their seals the day and year first above written.

APPLICATION FOR LEASE.

To the SECRETARY OF THE INTERIOR:

....., desiring to avail of the provisions of section seventeen of the act of June 30, 1902 (32 Stat., 500), hereby make.. application to have approved the accompanying lease for the purpose of, covering the following tract of land, viz:

..... sec., in township, of range, in the Nation, containing acres, more or less, the attached map showing the amount of land of each legal subdivision supposed to be underlaid with and the quantity that can probably be mined; and solemnly that this application is made in good faith and with no other object than that of

Sworn to and subscribed before me this day of, 190..

WASHINGTON, D. C., 190..

Approved:

..... Secretary.

[Transferable only with consent of the Secretary of the Interior.]

COAL AND ASPHALT MINING LEASE, CREEK NATION, INDIAN TERRITORY.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this day of, A. D., 190.., by and between, of part.. of the first part, and.....

..... of part.. of the second part, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Creek Nation.

Witnesseth: That the part.. of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part, heirs, executors, administrators, successors, or assigns, do hereby demise, grant, and let unto the part.. of the second part, heirs, executors, administrators, successors, or assigns the following-described tract of land lying and being within the Creek Nation and within the Indian Territory, to wit:

..... of section of township of range of the Indian Meridian, and containing acres, more or less, for the full term of years from the date hereof, for the sole purpose of prospecting for and mining coal and asphalt; the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such coal and asphalt.

In consideration of the premises the part.. of the second part hereby agree.. and bind heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part as royalties the sums of money as follows, to wit:

On asphaltum the sum of ten cents per ton for each and every ton of crude asphalt

..... sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail, for the period of sixty days, to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and mine coal and asphalt in paying quantity, as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part.. of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses:^a

..... P. O. P. O. P. O. P. O. P. O. P. O. P. O.	}	as to..... [SEAL.]
..... P. O. P. O. P. O. P. O. P. O. P. O. P. O.	}	as to..... [SEAL.]
..... P. O. P. O. P. O. P. O. P. O. P. O. P. O.	}	as to..... [SEAL.]
..... P. O. P. O. P. O. P. O. P. O. P. O. P. O.	}	as to..... [SEAL.]

^aTwo witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,
 U. S. INDIAN SERVICE,
 UNION AGENCY,
 Muskogee, I. T.,190..

The within lease is forwarded to the
 Commissioner of Indian Affairs with
 recommendation that it be
 See my report of even date.

.....
 U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
 Washington, D. C.,190..

Respectfully submitted to the Secretary
 of the Interior with recommendation that
 it be.....
 Commissioner.

DEPARTMENT OF THE INTERIOR,
 Washington, D. C.,190..

.....
 Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
 WASHINGTON, D. C.

COAL AND ASPHALT MINING
 LEASE.

CREEK NATION, I. T.

.....
 TO

 OF

 Sec....., Tp....., Range.....,
 in the Creek Nation, Indian Territory.

Dated....., 190..

Expires....., 19..

[Transferable only with consent of the Secretary of the Interior.]

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CREEK NATION, INDIAN TERRITORY.

[Sec. 17, act of June 30, 1902, 32 Stat., 500.]

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this.....
 day of....., A. D. 190.., by and between.....

 of
 part.. of the first part, and

 of
 part.. of the second part, under and in pursuance of the provisions of section 17 of
 the act of Congress approved June 30, 1902, and the regulations prescribed by the
 Secretary of the Interior thereunder.

Witnesseth: That the part.. of the first part, for and in consideration of the

royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part.. of the second part, successors and assigns, do.. hereby demise, grant, and let unto the part.. of the second part, successors and assigns, for the term of years from the date hereof, all of the oil deposits and natural gas in or under the following-described tract of land, lying and being within the Creek Indian Nation, and within the Indian Territory, to wit: The

..... of section, township, range....., of the Indian meridian, and containing acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part.. of the second part hereby agree.. and bind.. successors and assigns, to pay or cause to be paid to the lessor.. as royalty the sum of ten per cent of the value, on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the month succeeding its extraction, agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for any month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, such royalty on each gas-producing well as the Secretary of the Interior may prescribe, the lessor.. to have free the use of gas for lighting and warming his residence on the premises. But failure on the part of the lessee.. to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil.

And the part.. of the second part further agree.. and bind, successors and assigns, to pay or cause to be paid to the lessor.., as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years; and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor.., be null and void, and all royalties paid in advance shall become the money and property of the lessor..

The part.. of the second part further covenant.. and agree.. to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to suffer no waste to be committed upon the portion in occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part.. of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting that tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part.. of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that will not permit any nuisance to be maintained on the premises under control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And it is mutually understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor... and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said part... of the second part further covenant... and agree... that will keep an accurate account of all oil-mining operations, showing the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattles used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties.

And the part... of the second part agree... that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Creek Nation.

And the said part... of the second part expressly agree... that should or sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part... of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part... of the second part, sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee... make .. reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part... of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

IN WITNESS WHEREOF, The said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

..... [SEAL.]
..... [SEAL.]
..... [SEAL.]

Attest:

Two witnesses to execution by lessor:

P. O.

P. O.

Two witnesses to execution by lessee:

P. O.

P. O.

DEPARTMENT OF THE INTERIOR,

U. S. INDIAN SERVICE,

UNION AGENCY,

Muskogee, I. T., 190..

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be See my report of even date.

U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

Washington, D. C., 190..

Respectfully submitted to the Secretary of the Interior, with recommendation that it be

Commissioner.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., 190..

Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,

WASHINGTON, D. C.

OIL AND GAS MINING LEASE,

CREEK NATION, I. T.

TO

OF

Sec....., Tp....., Range.....,

in the Creek Nation, Indian Territory.

Dated....., 190..

Expires....., 19..

[Transferable only with consent of the Secretary of the Interior.]

FOR OTHER MINERALS THAN COAL, ASPHALT, OIL, AND GAS..... MINING LEASE, CREEK NATION.

(Sec. 17, act of June 30, 1902, 32 Stat., 500.)

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this day of, A. D. 190.., by and between

..... of part.. of the first part, and

..... of part.. of the second part, under and in pursuance of the provisions of section 17 of the act of Congress approved June 30, 1902, and ratified by the Muskogee or Creek national council on July 26, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Creek Nation.

WITNESSETH: That the part.. of the first part for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part, heirs, executors, administrators, successors, or assigns, do... hereby demise, grant, and let unto the part.. of the second part, heirs, executors, administrators, successors, or assigns, the following-described tract of land lying and being within the Creek Nation and within the Indian Territory, to wit:

..... of section, of township, of range, of the Indian Meridian, and containing acres, more or less, for the full term of years from the date hereof, for the sole purpose of prospecting for and mining minerals, as follows:

.....; the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such minerals.

In consideration of the premises, the part.. of the second part hereby agree.. and bind, heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part, as royalties, the sums of money as follows, to wit:

And the part.. of the second part further agree.. and bind, heirs, executors, administrators, successors, or assigns, to pay, or cause to be paid, to the lessor..., as advanced annual royalty on this lease, the sums of money, as follows, to wit: per acre per annum, in advance, for the first and second years; per acre per annum, in advance, for the third and fourth years; and per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty; and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor..., be null and void, and all royalties paid in advance shall become the money and the property of the lessor...

All royalty accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part.. of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part.. of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part.. of the second part further agree.. and bind, heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part the royalty as it becomes due.

The part.. of the second part further covenant.. and agree.. to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises, or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the part.. of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by

..... the part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part.. of the second part; that will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that will not

use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that will not at any time during the term hereby granted assign, transfer, or sublet estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the written consent thereto of the part.. of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part.. of the second part further covenant.. and agree.. that will allow said lessor.. and his agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree.. to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor.., and to the Secretary of the Interior through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree.. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Creek Nation; and said part.. of the second part expressly agree.. that should sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and mine in paying quantity, as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder: *Provided, however,* That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part.. of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of July 10, 1903, prescribed by the Secretary of the Interior.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: a

..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			
..... P. O.	}	as to	[SEAL.]
..... P. O.			

a Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,
 U. S. INDIAN SERVICE,
 UNION AGENCY,
Muskogee, I. T.,, 190..
 The within lease is forwarded to the
 Commissioner of Indian Affairs with rec-
 ommendation that it be.....
 See my report of even date.

U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
Washington, D. C.,, 190..
 Respectfully submitted to the Secretary
 of the Interior with recommendation that
 it be.....

Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C.,, 190..

Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
 WASHINGTON, D. C.

 MINING LEASE,
 CREEK NATION, I. T.

 TO

 OF

 Sec....., Tp....., Range.....,
 in the Creek Nation, Indian Territory.
 Dated....., 190..
 Expires....., 19..

BOND.

Know all men by these presents, that.....

 of.....
 as principal..., and.....

 of.....
 as suret..., are held and firmly bound unto the United States of America in the sum
 of..... dollars, lawful money of the United States, for the payment of
 which, well and truly to be made, we bind ourselves, and each of us, our heirs, suc-
 cessors, executors, or administrators, jointly and severally, firmly by these presents.
 Sealed with our seals, and dated..... day of.....
 The condition of this obligation is such that whereas the above bounden

 as principal..., entered into..... certain indenture of lease, dated
, with.....

for the lease of a tract of land described as follows:

and located in the Creek Nation, Indian Territory, for purposes for the period of years from the date thereof.

Now, if the above-bounden

shall faithfully carry out and observe all the obligations assumed in said indenture of lease by and shall observe all the laws of the United States, and regulations made, or which shall be made thereunder, for the government of trade and intercourse with Indian tribes, and all the rules and regulations that have been, or may be, prescribed by the Secretary of the Interior under section 17 of the act approved June 30, 1902 (32 Stat. L., 500), relative to leases in the Creek Nation, Indian Territory, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed in the presence of—
Witnesses:^a

P. O } as to [SEAL.]
P. O }
P. O } as to [SEAL.]
P. O }
P. O } as to [SEAL.]
P. O }
P. O } as to [SEAL.]
P. O }

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

BOND
of
.....
.....
.....
.....
Lessee.. of.....
in the Creek Nation, Indian Territory,
for purposes, dated.....,
190..
DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190..
Approved:
.....
Secretary.

^aTwo witnesses to all signatures.

AFFIDAVIT OF SURETY.

(To be used only when individual sureties are offered.)

..... } ss.
 I,, one of the sureties on the
 prefixed bond of,
 as, depose and say that I am worth in unincumbered property,
 over and above my debts, liabilities, and exemptions under the laws of the
 of dollars and
 upward, as follows:
 Real estate, valued at dollars,
 situate in, and consisting of (a)

; and
 Personal estate, valued at dollars,
 located in, and consisting of (b)

 (Signature),
 (Post-office address),
 Subscribed and sworn to before me this day of
 [SEAL.]

..... } ss.
 I,, do hereby certify that
, who administered the above
 oath, was, at the time of doing so, a in and for said
, duly qualified to act as such, and to administer oaths in such cases, and
 that I believe his signature, as above written, is genuine.
 In testimony whereof I have hereunto set my hand and affixed the seal of
 this day, one thousand nine hundred and

APPENDIX NO. 21.

REGULATIONS (AS AMENDED MAY 4, 1903) GOVERNING THE LEASING OF LANDS IN THE CHEROKEE NATION, INDIAN TERRITORY, PRESCRIBED BY THE SECRETARY OF THE INTERIOR, FOR THE PURPOSE OF CARRYING INTO EFFECT THE PROVISIONS OF SECTION 72 OF THE ACT OF CONGRESS APPROVED JULY 1, 1902 (32 STAT., 716), AND RATIFIED BY MAJORITY VOTE OF THE LEGAL VOTERS OF THE CHEROKEE NATION AUGUST 7, 1902.

The following regulations are hereby prescribed for the purpose of carrying into effect the provisions of section 72 of the act of Congress approved July 1, 1902 (32 Stat., 716), and ratified by a majority vote of the legal voters of the Cherokee Nation on August 7, 1902, which said section is as follows:

Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void

^a Here state whether city property, improved or unimproved, farm, or unimproved land. Property must be described by street numbers, lot numbers, or section, township, and range numbers.
^b Here describe the nature of the property, whether notes, bonds, stocks, merchandise, etc. State also, as nearly as practicable, the present market value.

and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

1. All leases to be presented for the approval of the Secretary of the Interior shall be submitted to the Indian agent of the Union Agency for transmittal by him, with his recommendation, to the the Secretary of the Interior, through the Commissioner of Indian Affairs.

2. No leases will be approved for a greater term of years than as follows: *Three* years for grazing purposes, *ten* years for agricultural purposes, and *fifteen* years for mineral purposes; nor will any lease be approved that is executed prior to the date the allottee made formal application to the Commission to have the lands described in such lease allotted to him. All leases must be in quadruplicate, one part to be filed in the Office of the Commissioner of Indian Affairs, one with the agent of the Union Agency, one to be delivered to the lessee, and one to the lessor.

3. All leases must accurately describe the lands, specify the rents or royalties, and when the same are to be paid, and they must contain a provision to the effect that if the lessee shall fail to pay the rents or royalties, or any part thereof, when due, or shall fail to faithfully comply with the terms and conditions of the lease, such failure shall constitute a forfeiture of the lease and all improvements placed on the land by the lessee, and that the lessor shall be entitled to immediate possession of the leased lands and the improvements located thereon.

All improvements placed on the lands by the lessee, to an agricultural or grazing lease, or anyone holding under him as a sublessee, or otherwise, shall, at the expiration of the lease, be and become the property of the owner of the land.

This regulation is also applicable to all improvements and buildings placed upon lands leased for mineral purposes, except tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, casings of all dry or exhausted wells, and machinery.

All original lessees, except of mineral lands as hereinafter provided, shall be required to furnish a bond executed by two or more sufficient sureties, each of whom must justify under oath to an amount equal to the entire rental, guaranteeing the payment of all rents at the time and in the manner specified in the lease, and the performance of all covenants and agreements named in the indenture to be paid and performed by the lessee.

All leases must follow the form approved by this Department and accompanying these regulations, and in mineral leases it must be provided that only so much of the surface of the land described as may be reasonably necessary to carry on the work contemplated may be occupied by the lessee.

All original lessees of mineral lands shall be required to furnish a bond, with two or more sufficient sureties, or a responsible surety company, guaranteeing the payment of all royalties and rents at the time and in the manner specified in the lease, and the performance of all covenants and agreements named in the lease to be paid and performed by the lessee. Such bond shall be in amount as follows: For leases covering 40 acres and less than 80, \$1,000; for those covering 80 acres and less than 120, \$1,500; for those covering 120 acres and not more than 160, \$2,000; and for each 40-acre tract, or fractional part thereof, above 160 acres, an additional amount of \$500; but the right is specifically reserved to increase the amount of such bond above the sums named in any particular case where the Secretary of the Interior deems it proper to do so.

No lease shall be sublet, transferred, or assigned without the consent and approval of the Secretary of the Interior.

All mineral leases shall provide for the payment of advanced annual royalty in sums of not less than 15 cents per acre per annum for the first and second years, 30 cents per acre per annum for the third and fourth years, and 75 cents per acre per annum for the fifth and each succeeding year thereafter, for the term for which the lease is to run, the sums thus paid to be a credit on the stipulated royalties should the same exceed in any one year the amount of the advanced payment.

All oil and gas leases shall provide for the payment of a royalty of 10 per cent of the value on the leased premises of all crude oil extracted from said land, to be paid monthly, on or before the 25th day of the month succeeding that in which it is produced, and the average value of the oil during the month in which it is produced shall constitute the criterion for computing the royalty. The royalty on natural gas shall be fixed by the Secretary of the Interior at the end of each year or oftener in his discretion.

All coal and asphalt leases shall provide for the payment of royalties as follows, to wit:

On asphaltum the sum of 10 cents per ton for each and every ton of crude asphalt produced, weighing 2,000 pounds, or the sum of 60 cents per ton on refined asphalt. On the production of all coal mined the sum of 8 cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including what is commonly called "slack." All such royalties shall be paid monthly, as hereinbefore provided for oil and gas.

All mineral lessees must agree to allow the lessor and his agents, from time to time, to enter upon and into all parts of the leased premises for purposes of inspection, and agree to keep a full and correct account of all their operations, and make report thereof, under oath, promptly after the end of each month to the lessor, and to the Secretary of the Interior through such officer as he may designate, and their books shall be open at all times to the examination of such officers of the Department as shall be instructed in writing by the Secretary of the Interior to make such examination.

4. All leases must be executed in the presence of two subscribing witnesses, and the post-office address of each party in interest must be shown by the lease which it is sought to have approved, and the post-office address of each subscribing witness must appear on the papers.

5. A lease of undivided inherited lands will be approved only in cases where all the heirs join in the lease. If inherited lands have been partitioned, evidence thereof must accompany the lease.

6. In cases where the lands embraced in a lease were inherited from one who died after the allotment was made to him, such lease must be accompanied by a certificate, signed by two officials of the town or band of which such allottee was a member or by two or more reliable members of the tribe, setting forth that the allottee to whom the land was originally allotted is dead, giving as nearly as possible the date of death. Such certificate shall also show the names and ages of the heirs (adults and minors) of such deceased allottee, but the Department reserves the right to require, if in its judgment it shall be considered necessary, such further and additional evidence relative to the heirship as may be deemed proper. If the persons who certify to the death of the allottee are from their own knowledge unable to certify as to who are the heirs (with their names and ages) of such deceased allottee, an additional certificate made by persons of one of the two classes herein specified, showing who are the heirs, and giving their names and ages (adults and minors), must be furnished.

7. In cases where the lands embraced in a lease have descended to the heirs of a citizen who died before receiving an allotment, such lease must be accompanied by a certificate signed by two officials of the town or band of which such citizen was a member, or by two or more reliable members of the tribe, setting forth the names and ages of the heirs (adults and minors) of such deceased citizen, the department reserving the right to require additional evidence, as provided in section 6 hereof.

8. If there shall have been probate or other court proceedings establishing who are the heirs of such deceased allottee, or such deceased citizen, a certified copy of the final order, judgment, or decree of the court showing and determining such heirship must be furnished, but where such court proceedings have not been had, a compliance with the requirements of the provisions of section 6 or 7 hereof, as the case may be, will be deemed sufficient to establish the heirship.

9. Leases to which minors are parties grantor must be made by a guardian, and the lease must be accompanied by certified copies of the orders of the proper court appointing the guardian and authorizing him to make such lease.

10. Where leases cover lands allotted to a deceased allottee or deceased citizen, the Indian agent in reporting will be careful to show the relationship, as shown by the records of the Commission to the Five Civilized Tribes, existing between such deceased allottee or deceased citizen and the parties grantor to the lease.

11. Leases for minerals other than coal, asphalt, oil, and gas must be made on form attached hereto, page 25.

A. C. TONNER,
Acting Commissioner.

Approved May 4, 1903.

THOS. RYAN, *Acting Secretary.*

FORMS.

[Transferable only with the consent of the Secretary of the Interior.]

AGRICULTURAL LEASE, CHEROKEE NATION, INDIAN TERRITORY.

(Sec. 72, act of Congress of July 1, 1902, 32 Stat., 716, 726.)

[Write all names and addresses in full.]

This indenture, made and entered into in quadruplicate on this day of, A. D. 190.., by and between, of, part.. of the first part, and of part.. of the second part, under and in accordance with the provisions of section 72 of the act of Congress approved July 1, 1902, and ratified by majority vote of the legal voters of the Cherokee Nation on August 7, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to agricultural leases in the Cherokee Nation.

Witnesseth, That the said part.. of the first part, for and in consideration of the covenant.. of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part for agricultural purposes only the following-described tract of land lying and being within the Cherokee Nation and within the Indian Territory, to wit:.....

..... of section of township of range of the Indian Meridian, and containing acres, more or less, for the full term of years from the date hereof; and that the said part.. of the second part, in consideration of said premises, as above set forth, covenant.. and agree.. with the part.. of the first part to pay the said part.. of the first part, as rental for the same the sum of dollars, being at the rate of dollars per acre, payable as follows, to wit:.....

Said part.. of the second part further covenant.. and agree.. that will at own expense within years from the date of the approval hereof by the Secretary of the Interior enclose the leased premises by a barbed-wire fence of three strands, strung on posts set or driven two feet into the ground and not more than sixteen and one-half feet apart and of the material usually used in the Cherokee Nation for this purpose; that all improvements such as hogpens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material, and that will build and erect other improvements on said premises as follows:.....

.....; that will within years from the date of said approval plant acres of the leased premises in fruit of the following kinds or classes:(a)

..... and that will break out and put into a proper state of cultivation each year acreage as follows: First year, acres; second year, acres; third year, acres; fourth year, acres; fifth year, acres; sixth year, acres; seventh year, acres; eighth year, acres; ninth year, acres; tenth year, acres.

Said part.. of the second part further covenant.. and agree.. that will, and at own expense, insure against loss by fire in some reliable fire-insurance company, at their reasonable insurable value, all buildings now on said leased premises, or that may hereafter be erected thereon by or for said part.. of the second

^a Here give number of each kind or class.

part, or by anyone holding under said part.. of the second part as a sublessee or otherwise.

Said part.. of the second part further covenant.. and agree.. that in case any of the buildings now on said leased premises, or any of those hereafter erected thereon during the life of this lease, under the provisions hereof, shall be destroyed by fire, .. will immediately after such destruction erect thereon another building or buildings, as the case may be, equally as substantial and appropriate for the purpose for which used as was or were the building or buildings destroyed as aforesaid.

The said part.. of the second part further covenant.. and agree.. that at the expiration of the time mentioned in this lease .. will surrender to the said part.. of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accidents excepted, and that .. failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease, and entitle the part.. of the first part, or whomsoever shall be lawfully entitled to said premises, to enter and take possession of the same.

It is understood and agreed by the parties hereto that the use of the leased premises by said part.. of the second part, or by any one holding under .. as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the part.. of the second part to pay the rental when the same becomes due, or in case the part.. of the second part fail.., neglect.., or refuse.. to make the improvements herein specified within the time mentioned, such failure, neglect, or refusal shall work a forfeiture hereof.

It is further understood by the parties hereto that the part.. of the second part will not permit any nuisance to be maintained on the premises nor allow any intoxicating liquors to be sold or given away for any purpose on the leased premises, and failure to comply with these conditions shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration of this lease in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment, or transfer of this lease, or of any interest therein or thereunder, can be directly or indirectly made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease, and this lease shall be subject to all rules and regulations heretofore prescribed by the Secretary of the Interior, or which may hereafter be prescribed by him.

The part.. of the second part hereby acknowledge .. to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part.. of the second part as principal.. and ..

as suret...., entered into the day of .., and which shall remain on file in the Indian Office during the life of this lease.

In testimony whereof the parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses:^a

P. O. } as to [SEAL.]
P. O. }

P. O. } as to [SEAL.]
P. O. }

P. O. } as to [SEAL.]
P. O. }

^aTwo witnesses as to signatures.

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY.

Muskogee, I. T., 190...
The within lease is forwarded to the
Commissioner of Indian Affairs with
recommendation that it be
See my report of even date.

.....
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., 190...
Respectfully submitted to the Secretary
of the Interior with recommendation that
it be
.....
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190...
.....
.....
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

AGRICULTURAL LEASE.
Cherokee Nation, I. T.

TO

OF

Sec Tp Range
in the Cherokee Nation, Indian Territory.
Dated 190...
Expires 19...

[Transferable only with consent of the Secretary of the Interior.]

GRAZING LEASE, CHEROKEE NATION, INDIAN TERRITORY.

(Sec. 72, act of Congress of July 1, 1902, 32 Stat., 716, 726.)

[Write all names and addresses in full.]

This indenture, made and entered into in quadruplicate on this day of
....., A. D. 190., by and between of
..... part.. of the first part, and

.....
of
part.. of the second part, under and in accordance with the provisions of section 72
of the act of Congress approved July 1, 1902, and ratified by majority vote of the
legal voters of the Cherokee Nation on August 7, 1902, and the rules and regulations
prescribed by the Secretary of the Interior relative to grazing leases in the Cherokee
Nation, Indian Territory.

Witnesseth, That said part.. of the first part, for and in consideration of the

covenant of the said part.. of the second part, hereinafter set forth, do.. by these presents lease to said part.. of the second part, for *grazing purposes only*, the following-described tract of land lying and being within the limits of the Cherokee Nation and within the Indian Territory, to wit

..... of township of range of the Indian Meridian, and containing acres, more or less, for the full term of year from date hereof, and the said part.. of the second part, in consideration of said premises, as above set forth, covenant.. and agree.. with the part.. of the first part to pay said part.. of the first part as rental for the same, the sum of dollars, being at the rate of dollars per acre, payable as follows, to wit:

Said part.. of the second part further covenant.. and agree.. that will at own expense within years from the date of the approval hereof by the Secretary of the Interior, enclose the leased premises by a barbed-wire fence of three-strands, strung on posts set or driven two feet into the ground, not more than sixteen and one-half feet apart, and of the material usually used in the Cherokee Nation for this purpose; that all improvements made, such as hog pens, cattle corrals, etc., shall be constructed in a substantial manner and of durable material and that will erect and build other improvements on said leased premises as follows:

Said part.. of the second part further covenant.. and agree.. that at the expiration of the time mentioned in this lease will surrender to said part.. of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease, and entitle the part.. of the first part, or whomsoever shall be lawfully entitled to said premises, to enter and take possession of the same.

Said part.. of the second part further covenant.. and agree.. that will comply with all the quarantine laws or customs in force in the Cherokee Nation, Indian Territory, as to excluding diseased or infected cattle or other animals from the premises, and that will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and that will comply with all the regulations at any time adopted by said Secretary to prevent other allotments of individual Indians or tribal lands from damage or interference by cattle or other animals, and will not in any manner intrude on other Indian allotments.

It is understood and agreed by the parties hereto that the use of the leased premises by said part.. of the second part, or by anyone holding under as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the part.. of the second part to pay the rental when the same becomes due, or in case the part.. of the second part fail.., neglect.., or refuse.. to make the improvements herein specified within the time mentioned, such failure, neglect, or refusal shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that the part.. of the second part will not permit any nuisance to be maintained on the premises nor allow any intoxicating liquors to be sold or given away for any purpose on the leased premises, and failure to comply with these conditions will work a forfeiture of the lease.

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration of this lease, in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment, or transfer of this lease, or of any interest therein or thereunder, can be, directly or indirectly, made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this lease, and this lease shall be subject to all rules and regulations prescribed by the Secretary of the Interior, or which may hereafter be prescribed by him.

The part... of the second part hereby acknowledge to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part... of the second part as principal..., and

as suret...., entered into the day of and which shall remain on file in the Indian Office during the life of this lease.

In testimony whereof the parties of the first and second parts herein have set their hands and affixed their seals the day and year first above written.

Witnesses: ^a

P. O. as to [SEAL.]
P. O.

P. O. as to [SEAL.]
P. O.

P. O. as to [SEAL.]
P. O.

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,

Muskogee, I. T., 190...
The within lease is forwarded to the Commissioner of Indian Affairs with the recommendation that it be

See my report of even date.

.....
U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Washington, D. C., 190...
Respectfully submitted to the Secretary of the Interior with recommendation that it be

.....
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190...

.....
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

GRAZING LEASE.
Cherokee Nation, Indian Territory.

TO

OF

Sec., Tp., Range,
in the Cherokee Nation, Indian Territory.

Dated, 190..

Expires, 19..

^a Two witnesses to all signatures.

[Transferable only with consent of the Secretary of the Interior.]

COAL AND ASPHALT MINING LEASE, CHEROKEE NATION.

(Sec. 72, act of July 1, 1902, 32 Stat., 716, 726.)

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this..... day of, A. D. 190.., by and between of....., part.. of the first part, and.....

..... of part.. of the second part, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and ratified by majority vote of the legal voters of the Cherokee Nation on August 7, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Cherokee Nation:

Witnesseth, That the part.. of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part..... heirs, executors, administrators, successors, or assigns, do.. hereby demise, grant, and let unto the part.. of the second part..... heirs, executors, administrators, successors, or assigns the following-described tract of land lying and being within the Cherokee Nation and within the Indian Territory, to wit:

..... of section of township of range of the Indian Meridian, and containing acres, more or less, for the full term of years from the date hereof, for the sole purpose of prospecting for and mining coal and asphalt; the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such coal and asphalt.

In consideration of the premises the part.. of the second part hereby agree.. and bind heirs, executors, administrators, successors and assigns, to pay, or cause to be paid, to the part.. of the first part as royalties the sums of money as follows, to wit:

On asphaltum the sum of ten cents per ton for each and every ton of crude asphalt produced, weighing 2,000 pounds, or the sum of sixty cents per ton on refined asphalt. On the production of all coal mined under this lease, the sum of eight cents per ton of 2,000 pounds on mine-run, or coal as it is taken from the mines, including what is commonly called "slack."

And the part.. of the second part further agree.. and bind..... heirs, executors, administrators, successors and assigns, to pay, or cause to be paid, to the lessor.., as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years; and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor.., be null and void, and all royalties paid in advance shall become the money and property of the lessor...

All royalty accruing for any month shall be due and payable on or before the 25th day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part.. of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part.. of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part.. of the second part further agree.. and bind..... heirs, executors, administrators, successors and assigns, to

pay, or cause to be paid, to the part.. of the first part the royalty as it becomes due.

The part.. of the second part further covenant.. and agree.. to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises, or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the part.. of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by

....., the part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part.. of the second part; that will not permit any nuisance to be maintained on the premises nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that will not at any time during the term hereby granted assign, transfer, or sublet estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the written consent thereto of the part.. of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part.. of the second part further covenant.. and agree.. that will allow said lessor.. and his agents, from time to time, to enter upon and into all parts of said premises for purposes of inspection, and agree.. to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month to the lessor.., and to the Secretary of the Interior through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree.. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Cherokee Nation; and said part.. of the second part expressly agree.. that should sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and mine coal and asphalt in paying quantity, as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder.

The part.. of the second part firmly bound for the faithful compliance with the stipulations of this indenture, by and under the bond made and executed by the part.. of the second part, as principal, and

....., as suret.., entered into the day of, and which shall be deposited and remain on file in the Indian Office during the life of this lease.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: ^a

P. O.	} as to	[SEAL.]
P. O.		
P. O.	} as to	[SEAL.]
P. O.		
P. O.	} as to	[SEAL.]
P. O.		
P. O.	} as to	[SEAL.]
P. O.		

DEPARTMENT OF THE INTERIOR, U. S. INDIAN SERVICE, UNION AGENCY, <i>Mashogue, I. T.,, 190..</i> The within lease is forwarded to the Commissioner of Indian Affairs with rec- ommendation that it be See my report of even date. <i>U. S. Indian Agent.</i>	DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS, <i>Washington, D. C., 190..</i> Respectfully submitted to the Secretary of the Interior with recommendation that it be <i>Commissioner.</i>
DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C. COAL AND ASPHALT MINING LEASE, Cherokee Nation, I. T.	DEPARTMENT OF THE INTERIOR, <i>Washington, D. C., 190..</i> <i>Secretary of the Interior.</i>

DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C. COAL AND ASPHALT MINING LEASE, Cherokee Nation, I. T.	TO OF Sec., Tp., Range, in the Cherokee Nation, Indian Territory. Dated, 190.. Expires, 19..
---	--

^aTwo witnesses to all signatures.

[Transferable only with consent of the Secretary of the Interior.]

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, CHEROKEE NATION, INDIAN TERRITORY.

(Sec. 72, act of July 1, 1902, 32 Stat., 716, 726.)

This indenture of lease, made and entered into, in quadruplicate, on this day of, A. D. 190.., by and between.....

of part.. of the first part, and

of part.. of the second part, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

Witnesseth: That the part.. of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the part.. of the second part, successors and assigns, do.. hereby demise, grant, and let unto the part.. of the second part, successors and assigns, for the term of years from the date hereof, all of the oil deposits and natural gas in or under the following-described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Territory, to wit: The

of section, township, range, of the Indian Meridian, and containing acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the part.. of the second part hereby agree.. and bind successors and assigns, to pay or cause to be paid to the lessor... as royalty the sum of ten per cent of the value, on the leased premises, of all crude oil extracted from the said land, and if the parties do not, before the tenth day of the month succeeding its extraction, agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe, and to so pay the royalty accruing for any month on or before the twenty-fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty; and to pay in yearly payments, at the end of each year, such royalty on each gas-producing well as the Secretary of the Interior may prescribe, the lessor.. to have free the use of gas for lighting and warming his residence on the premises. But failure on the part of the lessee.. to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil.

And the part.. of the second part further agree.. and bind successors and assigns, to pay or cause to be paid to the lessor..., as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance, for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years; and seventy-five cents per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advanced royalty, and further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor.., be null and void, and all royalties paid in advance shall become the money and property of the lessor...

The part.. of the second part further covenant.. and agree.. to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to operate the same in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste upon the said land, and to suffer no waste to be committed upon the portion in occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part.. of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or improvements erected thereon during the said term by the said part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting that tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part.. of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that will not permit any nuisance to be maintained on the premises under control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that will not use such premises for any other purpose than that authorized in this lease, and that before abandoning any well will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And it is mutually understood and agreed that no sublease, assignment, or transfer of this lease or of any interest therein or thereunder can be directly or indirectly made without the written consent thereto of the lessor.. and the Secretary of the Interior first obtained, and that any such assignment or transfer made or attempted without such consent shall be void.

And the said part.. of the second part further covenant.. and agree.. that will keep an accurate account of all oil mining operations, showing the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all of the oil obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree .. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Cherokee Nation.

And the said part.. of the second part expressly agree.. that should or sublessees, heirs, executors, administrators, successors, or assigns, violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, heirs, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and produce oil in paying quantity as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder: Provided, however, That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.

It is further agreed and understood that this lease shall be of no force or effect unless the part.. of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of May 4, 1903, prescribed by the Secretary of the Interior, which shall be deposited and remain on file in the Indian Office during the life of this lease.

In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

..... [SEAL.]
 [SEAL.]
 [SEAL.]

Attest:

Two witnesses to execution by lessor:

P. O.

P. O.

Two witnesses to execution by lessee:

P. O.

P. O.

DEPARTMENT OF THE INTERIOR,

U. S. INDIAN SERVICE,

UNION AGENCY,

Muskogee, I. T., 190..

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be.....

See my report of even date.

U. S. Indian Agent.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

Washington, D. C., 190..

Respectfully submitted to the Secretary of the Interior with recommendation that it be.....

Commissioner.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., 190..

Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,

WASHINGTON, D. C.

OIL AND GAS MINING LEASE

Cherokee Nation, I. T.

TO

OF

Sec., Tp., Range.....,

in the Cherokee Nation, Indian Territory.

Dated 19..

Expires..... 19..

[Transferable only with consent of the Secretary of the Interior.]

FOR OTHER MINERALS THAN COAL, ASPHALT, OIL, AND GAS.

..... MINING LEASE, CHEROKEE NATION.

(Sec. 72, act of July 1, 1902, 32 Stat., 716, 726.)

[Write all names and addresses in full.]

This indenture of lease made and entered into, in quadruplicate, on this day of, A. D. 190.., by and between

of part.. of the first part, and

.....
of
part.. of the second part, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and ratified by majority vote of the legal voters of the Cherokee Nation on August 7, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Cherokee Nation:

Witnesseth, that the part.. of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part.. of the second part, heirs, executors, administrators, successors, or assigns, do.. hereby demise, grant, and let unto the part.. of the second part, heirs, executors, administrators, successors, or assigns, the following-described tract of land lying and being within the Cherokee Nation and within the Indian Territory, to wit:

.....

of section, of township, of range, of the Indian Meridian, and containing acres, more or less, for the full term of years from the date hereof, for the sole purpose of prospecting for and mining minerals, as follows:

.....

the part.. of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing, and removing such minerals.

In consideration of the premises the part.. of the second part hereby agree.. and bind heirs, executors, administrators, successors, and assigns, to pay or cause to be paid to the part.. of the first part as royalties the sums of money as follows, to wit:

.....

And the part.. of the second part further agree.. and bind heirs, executors, and administrators, successors, and assigns, to pay or cause to be paid to the lessor.., as advanced annual royalty on this lease, the sums of money as follows, to wit: per acre per annum, in advance for the first and second years; per acre per annum, in advance, for the third and fourth years; and per acre per annum, in advance, for the fifth and each succeeding year thereafter of the term for which the lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advance royalty; and, further, that should the part.. of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor.., be null and void, and all royalties paid in advance shall become the money and the property of the lessor..

All royalty accruing for any month shall be due and payable on or before the 25th day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the part.. of the second part for speculative purposes, but in good faith for mining the minerals specified; and a failure for one year by the part.. of the second part to do a reasonable amount of development work or of mining shall be held as a want of compliance with the purposes of this lease and shall render it null and void.

The part.. of the second part further agree.. and bind heirs, executors, administrators, successors, or assigns to pay, or cause to be paid, to the part.. of the first part the royalty as it becomes due.

The part.. of second part further covenant.. and agree.. to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner and to the fullest possible extent on the leased premises; to commit no waste upon said premises, or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the part.. of the first part, or to whomsoever shall be lawfully entitled thereto, in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by

.....

the part.. of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, boilers, boiler houses, and machinery, which shall remain the property of said part.. of the second part; that will not permit any nuisance to be maintained on the premises nor allow any intoxicating liquors to be sold or given away for any purpose on the premises, and that will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that will not at any time during the term hereby granted assign, transfer, or sublet estate, interest, or term in said premises and land, or the appurtenances thereto, to any person or persons whomsoever without the written consent thereto of the part.. of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part.. of the second part further covenant.. and agree.. that will allow said lessor.. and his agents from time to time to enter upon and into all parts of said premises for purposes of inspection, and agree.. to keep an accurate account of all mining operations, showing the whole amount of mineral mined or removed, and make report thereof promptly, under oath, at the end of each month, to the lessor.. and to the Secretary of the Interior, through such officer as he may designate, and that all sums due as royalty shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all the mineral obtained from the land herein leased, as security for the payment of said royalties.

And the part.. of the second part agree.. that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to such mineral leases in the Cherokee Nation; and said part.. of the second part expressly agree.. that should sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of sixty days to pay the stipulated monthly royalty provided for herein, then the part.. of the first part shall be at liberty, in discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part.. of the second part, sublessees, executors, administrators, successors, or assigns hereunder shall cease and end without further proceedings.

If the lessee.. make.. reasonable and bona fide effort to find and mine in paying quantity, as is herein required of, and such effort is unsuccessful, may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all then existing obligations hereunder.

The part.. of the second part firmly bound for the faithful compliance with the stipulations of this indenture, by and under the bond made and executed by the part.. of the second part as principal, and

as suret.., entered into the day of, and which shall be deposited and remain on file in the Indian Office during the life of this lease.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: a

P. O.	}	as to	[SEAL.]
P. O.			
P. O.	}	as to	[SEAL.]
P. O.			
P. O.	}	as to	[SEAL.]
P. O.			
P. O.	}	as to	[SEAL.]
P. O.			

a Two witnesses to all signatures.

for the lease of a tract of land described as follows:

and located in the Cherokee Nation, Indian Territory, for purposes for the period of years from the date thereof.

Now, if the above-bounden

shall faithfully carry out and observe all the obligations assumed in said indenture of lease by and shall observe all the laws of the United States and regulations made, or which shall be made, thereunder for the government of trade and intercourse with Indian tribes, and all rules and regulations that have been, or may be, prescribed by the Secretary of the Interior, under section 72 of the act approved July 1, 1902, relative to leases in the Cherokee Nation, Indian Territory, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed in the presence of—
Witnesses: ^a

P. O. } as to [SEAL.]
P. O. }
P. O. } as to [SEAL.]
P. O. }
P. O. } as to [SEAL.]
P. O. }
P. O. } as to [SEAL.]
P. O. }

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

BOND
OF

.....
lessee of
in the Cherokee Nation, Indian Territory,
for
purposes, dated
....., 190.....
DEPARTMENT OF THE INTERIOR,
Washington, D. C., 190.....
Approved:
.....
Secretary of the Interior.

AFFIDAVIT OF SURETY.

[To be used only when individual sureties are offered.]

..... } ss.

I,, one of the sureties on the prefixed bond of as

^a Two witnesses to all signatures.

..... depose and say that I am worth in unincumbered property, over and above my debts, liabilities, and exemptions under the laws of the of dollars and upward, as follows:

Real estate, valued at dollars, situate in, and consisting of a

.....; and Personal estate, valued at dollars, located in, and consisting of b

(Signature) (Post-office address)

Subscribed and sworn to before me this day of

[SEAL.]

..... } ss:

I,, do hereby certify that above oath, was, at the time of doing so, a in and for said, duly qualified to act as such, and to administer oaths in such cases, and that I believe his signature as above written is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of this day of, one thousand nine hundred and

AMENDMENTS TO REGULATIONS OF MAY 4, 1903, GOVERNING THE LEASING OF LANDS IN THE CHEROKEE NATION, INDIAN TERRITORY.

No person or corporation will be allowed to lease, within the territory occupied by the Cherokee and Creek nations, for the purpose of mining for oil and gas, more than 4,800 acres of land in the aggregate.

Any oil and gas leases presented to the Department must be accompanied by an application by the lessee, for approval of such lease or leases, in the form of an affidavit, showing that the lessee is not directly or indirectly interested in any oil and gas leases or application for such leases, within the territory occupied by said nations, the lands embraced in which, with the tracts covered by the lease or leases presented for approval, would make more than 4,800 acres.

Applications to have leases approved must be made in accordance with the following form, viz:

TO THE SECRETARY OF THE INTERIOR:

..... of hereby apply to have approved to the accompanying oil and gas lease.. in the Cherokee Nation, Indian Territory, embracing, in the aggregate, acres of land, viz:

Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres. Lease executed 190.., by for acres.

..... solemnly swear that not directly or indirectly interested in any oil and gas lease for any of the lands within the territory occupied by the Cherokee and Creek nations, in the Indian

a Here state whether city property, improved or unimproved, farm or unimproved land. Property must be described by street numbers, lot numbers, or section, township, and range numbers.

b Here describe the nature of the property, whether notes, bonds, stocks, merchandise, etc. State also, as near as practicable, the present market value.

Territory, or application for such lease, the lands embraced in which, with the tracts covered by the lease.. herewith presented, would make more than 4,800 acres.

UNITED STATES OF AMERICA, INDIAN TERRITORY, } ss.
WESTERN JUDICIAL DISTRICT.

Sworn to and subscribed before me this day of, 190..

(My commission expires)

DEPARTMENT OF THE INTERIOR,
Washington, D. C., June 1, 1903.

Approved:
E. A. HITCHCOCK, Secretary.

AMENDMENTS TO THE REGULATIONS OF MAY 4 AND JUNE 1, 1903, GOVERNING THE LEASING OF LANDS IN THE CHEROKEE NATION, INDIAN TERRITORY.

1. No person or corporation will be allowed to lease, within the territory occupied by the Creek and Cherokee nations, for the purpose of mining for oil and gas, more than 4,800 acres of land in the aggregate.

2. Each mining lease must be accompanied by an application, under oath by the lessee, upon blanks to be furnished by the United States Indian agent, Union Agency. Each applicant will be required to state that the application is not made for speculation, but in good faith and for mining the mineral or minerals specified, including oil and natural gas. A map must accompany each application, therein showing the amount of land of each legal subdivision supposed to be underlaid with mineral, oil, or natural gas, as the case may be, and if mineral other than oil or natural gas, the quantity that can probably be mined. Applicants presenting oil and gas leases for the approval of the Department must show in their applications that the lessee is not directly or indirectly interested in any oil and gas leases or application for such leases, within the territory occupied by said nations, the lands embraced in which, with the tracts covered by the lease or leases presented for approval, would make more than 4,800 acres.

3. Applicants must furnish such other information as may be desired by the agent regarding their prospective operations. Applications by parties who do not themselves intend to conduct operations on the land will be rejected. Should the application be approved, bond will then be required as provided for in the regulations of May 4, 1903.

4. Applications to have mining leases approved must be made in accordance with the following form, viz:

APPLICATION FOR MINING LEASE.

TO THE SECRETARY OF THE INTERIOR:

..... of, desiring to avail of the provisions of section 17 of the act of July 1, 1902 (32 Stat., 716), hereby make.. application to have approved the accompanying lease.. for the purpose of embracing, in the aggregate, acres of land, situated in the Cherokee Nation, Indian Territory.

....., solemnly swear that the attached map shows the amount of land of each subdivision supposed to be underlaid with, and the quantity that can probably be mined; also that this application is not made for speculation, but in good faith and with no other object than that of

..... also swear that not directly or indirectly interested in any oil and gas lease for any of the lands within the territory occupied by the Creek and Cherokee nations in the Indian Territory, or application for such lease, the lands embraced in which, with the tract.. covered by the lease.. herewith presented, would make more than 4,800 acres.

The date of execution of each lease, the approval of which is requested, together with the name of the lessor and the number of acres applied for therein, is as follows:

Lease executed, 190.. by for ... acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres. Lease executed, 190.., by for acres.

UNITED STATES OF AMERICA, INDIAN TERRITORY, } ss.
WESTERN JUDICIAL DISTRICT.

Sworn to and subscribed before me this day of, 190..

(My commission expires)

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.,, 190..

.....
Secretary.

* Only those applicants who desire the approval of oil and gas leases are required to complete this paragraph.

5. The forms prescribed in the regulations of May 4, 1903, for the leasing of oil and gas and other minerals, are hereby amended by striking therefrom the paragraph next to the last, which reads as follows:

The part.. of the second part firmly bound for the faithful compliance with the stipulations of this indenture, by and under a bond made and executed by the part.. of the second part as principal, and as suret.. entered into the day of 190.., and which shall be deposited and remain on file in the Indian Office during the life of this lease.

And by substituting in lieu thereof:

It is further agreed and understood that this lease shall be of no force or effect unless the part.. of the second part shall, within sixty days from the date of approval of the application filed in connection herewith, furnish a satisfactory bond in accordance with the regulations of May 4, 1903, prescribed by the Secretary of the Interior, which shall be deposited and remain on file in the Indian Office during the life of this lease.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., July 14, 1903.

Approved:

THOS. RYAN,
Acting Secretary.

APPENDIX NO. 22.

RULES AND REGULATIONS FOR THE MANAGEMENT OF THE SULPHUR SPRINGS RESERVATION, IN THE CHICKASAW NATION, INDIAN TERRITORY.

Section 64 of the act of Congress approved July 1, 1902 (32 Stat., 641), establishing a Government reservation at Sulphur Springs, in the Chickasaw Nation, Indian Territory, provides:

Until otherwise provided by law, the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the land so ceded. No person shall occupy any portion of the land so ceded or carry on any business thereon, except as provided in said rules.

For the purpose of carrying into effect the provisions of said act, under present conditions, the following rules are prescribed, and all former rules and regulations in conflict herewith are hereby annulled:

First. The use and benefits of the reservation, and the springs and creeks therein, are provided for the general public under proper restrictions, and the reservation, and all property of the United States within its limits, shall be under the immediate charge and supervision of an officer appointed by the Secretary of the Interior, who shall receive his instructions from, and report to, the Secretary of the Interior.

Second. Said officer is charged with the enforcement of all rules and regulations.

Third. Before any bath house or bathing pool shall be established permission in writing shall first be obtained of the officer in charge and approved by the Secretary of the Interior, who alone shall determine the location of such bath house or bathing pool and fix the rates for the use of the water and the maximum price that may be charged for baths.

Fourth. The officer in charge is authorized and empowered to enter into leases for the temporary use and occupancy of the buildings and lands, and for the use of water from the springs and creeks, provided that no lease shall be in force until the same is approved by the Secretary of the Interior.

Fifth. No game of chance or device of any sort for gambling, nor the sale of intoxicating liquors will be permitted on any premises so leased, and upon a violation of this regulation the Secretary of the Interior may declare such lease forfeited and take such action as the circumstances warrant.

Sixth. No camping shall be permitted within 1,000 feet of any spring, and then only upon such land as may be designated for that purpose by the officer in charge.

Seventh. The cutting of timber or the destruction of any tree, vine, plant, or shrub is forbidden.

Eighth. Cattle, horses, hogs, and other live stock shall not be allowed to run upon the reservation excepting within inclosures duly leased, such leases to be approved by the Secretary of the Interior.

Ninth. No building, bridge, or other structure shall be erected or allowed upon the reservation except upon application made to the officer in charge and approved by the Secretary of the Interior, and a copy of the application shall be filed with the officer in charge.

Tenth. With the approval of the Secretary of the Interior, the officer in charge may establish roads and bridges upon the reservation at such points or places as will

best accommodate the public, provided always that no road or bridge shall be established or permitted where the same will interfere with or injure any spring, creek, or other property of the United States, and provided further that no part of the reservation shall be used as a roadway excepting as herein provided.

Eleventh. Persons who render themselves obnoxious by disorderly conduct or bad behavior, or who violate any of these rules, may be summarily removed from the reservation by the officer in charge, and will not be allowed to return without permission in writing from the Secretary of the Interior.

Twelfth. The officer in charge shall cause the removal from the reservation of any person found committing any nuisance or contaminating any spring or creek upon the reservation, or cutting timber thereon, or committing any other unlawful depredation.

Thirteenth. The officer in charge shall keep a record of all applications for leases or other privileges, and of all complaints made to him concerning the government of the reservation, and report the same to the Secretary of the Interior.

Fourteenth. Whenever, in the judgment of the officer in charge, any property belonging to the United States should be removed, he shall report the same to the Secretary of the Interior with full particulars.

Fifteenth. No open fires shall be allowed upon the reservation, excepting at such points as shall be approved by the officer in charge, and the building of open fires without permission shall be sufficient cause for removing the offender from the reservation, as provided in Rule 11. Open fires must be extinguished when no longer needed.

Sixteenth. Depositing or dumping garbage or filth upon the reservation will be considered a serious offense, and the officer in charge shall cause the removal from the reservation of persons guilty of the same.

Seventeenth. No water from any spring or creek shall be taken from the reservation, or diverted or conducted from its natural course, without the approval of the Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,

Washington, D. C., November 4, 1903.

Approved:

E. A. HITCHCOCK,
Secretary.

APPENDIX NO. 23.

[Extract of opinion of the Assistant Attorney-General for the Interior Department dated October 3, 1902 (approved by the Secretary of the Interior, October 31, 1902)].

WASHINGTON, October 3, 1902.

The SECRETARY OF THE INTERIOR.

SIR: * * * By the terms of the Creek agreement, ratified by act of March 3, 1901 (31 Stat., 861), the allotted lands were not to be alienated by the allottee or his heirs before the expiration of five years, except with the approval of the Secretary of the Interior, and a tract of 40 acres to be selected by the allottee as a homestead was to be inalienable for twenty-one years. The provision as to renting allotments is found in paragraph 37 of that agreement and is that "Creek citizens may rent their allotments when selected for a term not exceeding one year, and after receiving title thereto without restriction." Any attempted sale or conveyance of allotted lands after this agreement became effective and prior to the supplemental agreement ratified by act of June 30, 1902, was of no force or effect. Under the agreement of 1901 the allottee could not rent his land for a term exceeding one year until after delivery to him of the deed therein provided for. This phase of the matter was fully discussed in my opinion of April 24, 1902. Since no deeds were delivered before the agreement of 1902 became effective, it follows that no lease made while the first agreement was in force for a longer term than one year was valid or entitled to recognition.

The provisions of the latter agreement are different. It is there provided (par. 17):

Creek citizens may rent their allotment for strictly nonmineral purposes for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes, and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made, with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative to this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands.

Paragraph 19 of said agreement reads as follows:

Section 8 of the agreement ratified by said act of March 1, 1901, is amended, and, as amended, is reenacted to read as follows:

"The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law."

It is clear that one claiming possession of allotted land under a lease for grazing purposes for a term of more than one year or for agricultural purposes for a term of more than five years, unless such lease shall have been approved by the Secretary of the Interior, is subject to be removed from such land if objectionable to the allottee. The invalid and illegal lease would afford him no protection. If, however, the lease under which a party in possession claims is one which the allottee was authorized to make it can not be disregarded solely upon the ground that the rental provided for is inadequate, or that it was improvidently made, or that it was obtained by fraud or deception.

Those are matters properly cognizable by the courts and redress must be sought there. This is the view taken by the Indian agent, and if the policy outlined in his report is effectively carried out the allottee will be protected to the extent of the authority vested in this Department. The course adopted by the agent of advising allottees against making long leases is calculated to work for the further protection and benefit of the Indians.

The principal chief makes another suggestion, concurred in by the Indian agent, as follows:

Referring to the incompetent and convict class of Creek recipients of allotments, I might add orphans who are minors, for whom, under existing conditions, no guardian can practically be appointed, and also the landed and other interests of the estate of deceased persons. As the possible way out of these difficulties it might be suggested that all estates of this character be placed in the hands of trustworthy Creek citizens who can align themselves with security or trust companies of approved financial stability, who would bear the actual responsibility of the care and preservation of such estate.

While such a plan would work to the advantage of incompetent allottees and heirs of deceased allottees, there does not seem to be any provision of law authorizing this Department to designate guardians, curators, or administrators for them or their estates. If the existing judiciary system and the present laws are unequal to the proper protection of these incompetents, steps should be taken to secure the enactment of such legislation as may be necessary to the desired end.

The papers submitted are herewith returned.

Very respectfully,

Approved, October 31, 1902.

WILLIS VAN DEVANTER,
Assistant Attorney-General.

E. A. HITCHCOCK, *Secretary.*

APPENDIX NO. 24.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,
Washington, August 28, 1903.

THE SECRETARY OF THE INTERIOR.

SIR: I am in receipt by reference of August 21, 1903, of the letter of August 18, 1903, of the Office of Indian Affairs and accompanying papers, with request for opinion upon the question presented.

July 25, 1903, B. J. Northcott asked to be advised by the Department "whether the Choctaw and Chickasaw Indians in the Indian Territory have the power to make valid leases of their lands other than their homesteads," which letter was referred, July 31, 1903, to the Indian inspector for Indian Territory for report and recommendation. He reported August 8, 1903, that under the provisions of section 29 of the act of June 28, 1898 (30 Stat., 495, 507), "Indian allottees in the Choctaw and Chickasaw nations may lease their allotments for agricultural purposes as authorized by this law for a period not longer than five years," a copy of which act he recommends should be furnished Mr. Northcott. August 18, 1903, the Acting Commissioner of Indian Affairs transmitted such report recommending that such action be not taken, as the Indian Office is of the opinion that the leasing provisions of section 29, of the act of June 28, 1898, are in conflict with and are abrogated by sections 15 and 68 of the act of July 1, 1902 (32 Stat., 636, 642, 656).

Section 29 of the act of June 28, 1898, supra, so far as here material, provides:

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.

The supplemental agreement with these Indian nations, approved by the act of July 1, 1903, supra, sections 15 and 68, provides:

15. Lands allotted to members and freedmen shall not be affected or enumerated by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this act, nor shall said lands be sold except as herein provided.

68. No act of Congress or treaty provision, nor any provision of the Atoka agreement (30 Stat., 505-513) inconsistent with this agreement, shall be in force in said Choctaw and Chickasaw nations.

It is the necessary implication of the above-quoted provision from the act of 1898 that allotted lands may be leased for some term and under some circumstances, else there would be no limit action upon the term, inhibition against renewal privilege, or requirement that it be in writing and for its record. In view of the Indian Office the provision respecting leases conflicts with or negatives the preceding one inhibiting "all contracts looking to the sale or incumbrance in any way" of allotted land "hereinbefore provided," which is that:

All the lands allotted shall be nontaxable while the title remains in the original allottee, but not to exceed twenty-one years. * * * Selections for homesteads for minors * * * and the remainder (nonhomestead) 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.

While a lease is undeniably included within the primary meaning of incumbrance as applied to titles to land, yet the context shows that incumbrance is used here in connection with "nontaxable," "sale," and "former indebtedness or obligation." Incumbrance moreover has the secondary and very common meaning of a charge upon lands as security for an obligation, generally the payment of money. Its use here in that sense would render both provisions compatible and harmonious, and by a well-recognized rule of construction such meaning should be given to doubtful words as will render all the provisions effective and harmonious. I am therefore of opinion that the word incumbrance is used in the meaning of such charge upon the land by way of security that its default and enforcement would or might result in an alienation of the allottee's title.

Nor, in my opinion, is this construction changed by the supplemental agreement ratified by the act of July 1, 1902, supra. That act provides that allotted lands shall not be "sold" nor "affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated."

By a familiar rule of statutory construction "incumbered" in the supplementary act was presumably used in the same sense and should be given the same construction as in the former act to which it is supplementary. Independently of this rule, the supplementary act requires such construction, viz: That allotted lands shall not be affected by any deed or sale, or affected or encumbered by any debt or obligation contracted prior to the alienation period, the enforcement of which may alienate the title. This does not prohibit encumbrance, but only encumbrance for or to secure a debt or obligation of the character specified. "Obligation" must be given a meaning similar to "debt," with which it is joined. Encumbrance of this character may result in alienation of the owner's title. A lease can have no such result, and is, therefore, not within the inhibition.

Under the allotment acts the Choctaw and Chickasaw freedmen are to be allotted 40 acres and the blood members 320 acres to each person, including women, minors, aged, infirm, prisoners, and incompetents. Such area of land, especially that to the blood members, is more than the allottee can by his own labor utilize. It is a fact as well known to the tribal representatives as to Congress and the officers of the Indian Office that the competent adults are generally without either financial or business ability personally to utilize this area of land. The minors, aged, and infirm, and other incompetents and defectives are necessarily so situated. But the acts show that the allotments were intended to be benefits and the allotted lands to be useful to the allottee. It is equally against the public interest of the nations and the private interest of the allottee that the allotted lands should lie unproductive of benefit to the allottee. The land should be utilized for the benefit of the owner. An absurd

construction against the common interest and the owner's interest alike is a wrong construction.

I am therefore of the opinion that allotted lands of members of the Choctaw and Chickasaw nations may be leased for terms not over five years, without renewal privilege, and in the manner provided by the act, and that the provisions to that effect in the act of June 28, 1898, are not abrogated by the act of July 1, 1902.

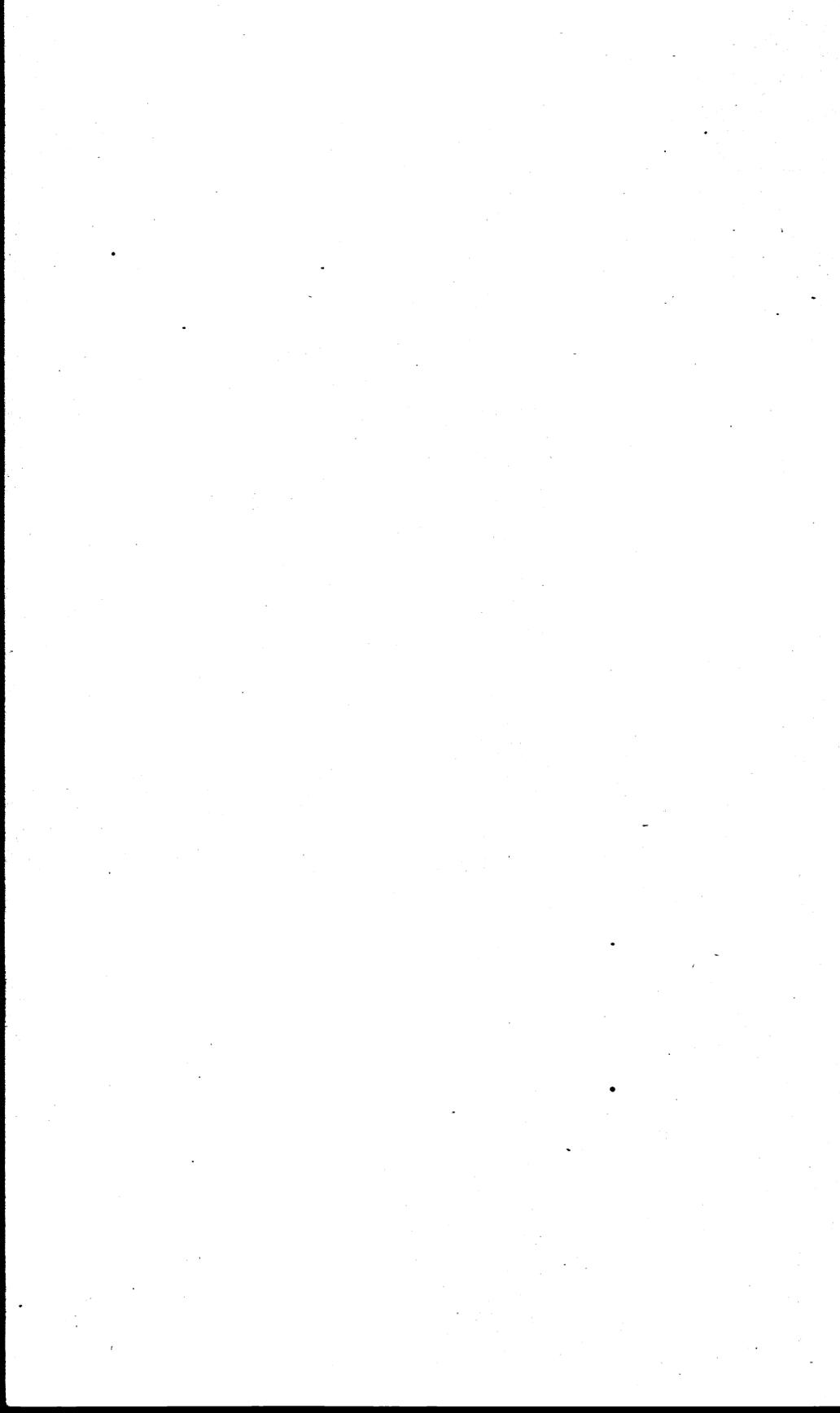
Very respectfully,

F. L. CAMPBELL,
Assistant Attorney-General.

Approved August 28, 1903:

E. A. HITCHCOCK, *Secretary.*

REPORT ON THE INVESTIGATION OF KIOWA
INDIAN AGENCY



KIOWA INDIAN AGENCY.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

THE RESULTS OF AN INVESTIGATION INTO THE AFFAIRS OF
THE KIOWA INDIAN AGENCY.

DEPARTMENT OF THE INTERIOR,
Washington, December 12, 1903.

SIR: In the early part of this year a memorial of the Kiowa, Comanche, and Apache Indians in Oklahoma, praying for an investigation into the affairs of the Kiowa Indian Agency, with accompanying papers, was presented to the Congress and appears as Senate Document No. 217, Fifty-seventh Congress, second session.

The excitement among these Indians brought about by the dismissal of the suit brought by Lone Wolf and others to enjoin the Secretary of the Interior from carrying into execution the act of Congress of June 6, 1900, providing for the opening of the Kiowa, Comanche, and Apache Indian Reservation was the basis of this memorial purporting to come from a council of disaffected Indians and supported by affidavits from other persons living in the opened reservation, making a number of charges against Col. J. F. Randlett, the Indian agent, and Charles F. Nesler, the Indian inspector, acting as the allotting agent, and suggesting that further particulars of wrongdoing by both officers could be obtained by a competent investigation on the spot, and on an appeal being made to the President by the Indians at this time that he would send some person familiar with Indian affairs, but not connected with the Government service, to inquire into and report independently upon all these matters, Mr. Francis E. Leupp was appointed a special supervisor of education, and designated to make the investigation.

Mr. Leupp's investigation was carefully and thoroughly made. It exonerates both the accused officers of the charges against them and procured evidence to enable the United States grand jury to indict several persons for perjury and fraud.

For the information of the Senate and for its consideration, I deem it proper to transmit herewith a copy of Mr. Leupp's report.

Very respectfully,

E. A. HITCHCOCK, *Secretary.*

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

WASHINGTON, D. C., *November 30, 1903.*

SIR: Under date of March 7, 1903, William M. Springer, esq., of Washington, D. C., attorney at law, addressed to the President the following letter, accompanied by a copy of Senate Document 217, Fifty-seventh Congress, second session, a copy of which is hereto annexed, and forms a part of this report:

The PRESIDENT:

I transmit herewith a copy of Senate Document No. 217, of second session Fifty-seventh Congress, being the memorial of Kiowa, Comanche, and Apache Indians in Oklahoma, praying for an investigation into the affairs of the Kiowa Agency, with accompanying affidavits.

These affidavits make grave and serious charges against the Indian agent and other officers and employes at that agency.

The statements made in one of the affidavits that allotments were made to dead Indians and white men in order "to sustain the agent's pay roll," means that the agent's pay roll showed a certain number of per capita payments, and allotments must be made to an equal number, otherwise it would appear that there were no persons in existence to receive some of the payments that it was claimed were made.

The alleged investigation by one Nesler was made in pursuance of your request made last summer at the instance of the Indian Rights Association.

I respectfully suggest that you cause a thorough investigation of the affairs of this agency by a gentleman of your own selection. You have tried to have an investigation through the Interior Department, with the result stated in the affidavits.

I have the honor to remain, very respectfully, your obedient servant,

WM. M. SPRINGER.

Later in the same month the President expressed to me his desire that I would undertake the investigation proposed in Mr. Springer's letter. After some correspondence and a personal consultation as to the scope of the inquiry and the date at which I could make the journey to Anadarko, Okla., the seat of the Kiowa Agency, I accepted the commission. For the purpose of conferring upon me lawful authority to administer oaths to witnesses, I was appointed by you a special supervisor of education, Office of Indian Affairs.

On the 23d of June I addressed the following letter to Mr. Springer:

MY DEAR SIR: In response to the desire of the President that some one wholly unconnected with the Government service and therefore without bias should investigate the complaints of wrongdoing in connection with the allotment of lands in severalty to Indians on the Kiowa and Comanche Reservation, I am going to Anadarko, Okla., about the middle of July to conduct an inquiry. As you have expressed your belief that some of these charges were true, I hope that you will notify those Indians and other persons concerned whom you know to possess any information bearing directly on the subject, to be ready to offer their testimony. It is the President's wish to have the whole matter gone over, and both sides given a full and fair hearing, so that the judgment, whatever it may be, shall close the controversy for good.

Sincerely, yours,

FRANCIS E. LEUPP.

Mr. Springer responded on the 25th of June, suggesting a number of general questions which it would be well for me to look into, and saying:

Other matters will occur to you as you progress in your investigation. I trust that every Indian will receive you kindly, and aid you as far as in his power to obtain the whole truth. An honest, searching, and fearless investigation is required, and I am sure both the President and yourself are determined that such an investigation should be had.

On June 26 Mr. Springer called on me at my office, and after naming several witnesses he wished me to see, and giving me informal memoranda of further subjects of investigation, he referred me for my general guidance to his correspondents in Anadarko. Messrs. Baker & Vaughan, attorneys at law.

I left Washington for Anadarko on July 11, arriving there on the evening of July 14, having previously written to all the witnesses, Indian and white, whose names were furnished me by Mr. Springer, announcing my approaching visit, and expressing my desire that everyone who had any information on the subjects of complaint would furnish me with it. A number of Indians called on me on the 15th at my hotel; and on the 16th, having procured the services of Allan F. Morrison, detailed from the Cheyenne and Arapaho Agency to act as my stenographer, I gave my first hearing to the witnesses then ready to come forward, in open session, at one of the vacant offices attached to the agency. This hearing extended through two days. I then placed myself in direct personal communication with Messrs. Baker & Vaughan, both of whom had been present at the hearings for such part of the time as they saw fit. I encouraged them, as I had the whites and Indians at the hearings, to bring forward every item of evidence they had procured or could procure against any Government officer or employee, or any other person concerned in the matters which had been the subject of complaint.

To save them and their witnesses all possible inconvenience, and the liability to embarrassment in visiting the agency, I made daily visits to their own office. Jointly we laid out a programme for conducting the inquiry in a systematic manner, so as to overlook nothing and avoid confusion. Every suggestion made by them I promptly and cheerfully accepted; every agency account and every item of correspondence they wished to examine I hunted up and had copied or abstracted for them. By a gradual process of elimination in this way we sifted out the facts from the rumors, and reached the solid kernel of every complaint and charge. I even permitted them to examine their own witnesses, after I had administered the oath, in cases where there seemed any doubt of my being able to bring out all the facts.

I had never met Agent Randlett, Inspector Nesler, or any other officer or employee involved till I came to Anadarko to begin my investigation. During my entire stay I accepted no hospitalities at the agency, or from any person connected directly or indirectly with it, from the agent down to the traders, even to the extent of a cigar. Toward the element hostile to the agency I maintained the same attitude. Even my lodging and meals I procured at a distance of a mile from the agency and a mile and a half from the town; and neither with the agent nor with any of his accusers did I so much as exchange a social call. These details I enumerate, not because they directly affect the substance of my report, but because they are typical of the precautions I observed throughout my stay in Oklahoma to convince

both parties to the controversy that there was not, and would not be, the remotest personal leaning on my part toward either side.

I took equal pains to assure everyone concerned of the publicity of my proceedings. All my interviews with the agent, the agency employees, and the allotting functionaries on the one hand, and with the persons who were marshaling the evidence against them on the other, were held in rooms with doors and windows wide open and other persons going and coming freely. The only exceptions I made to this general rule of openness were my consultations with the United States district attorney, Mr. Speed, and his local assistant, Mr. McKnight, to whom the Department of Justice at Washington had referred me for any legal advice I needed in the course of my work, and in the cases of a few agency employees and ex-employees who were alleged to have information or suspicions of official wrongdoing which they would tell me under the seal of confidence, but which they would not dare to divulge in the presence of their associates or otherwise within the range of so-called "agency influence."

These persons I consulted privately, and obtained from them whatever they had in mind, after impressing upon them the principle that it was their first duty to support and assist the Government of the United States, irrespective of their liking for, or loyalty to, any officer or employee of that Government. Every hint and suggestion obtained from them was followed out by me to the very last trace. The policy here outlined was pursued from beginning to end, with a view to making impossible hereafter the assertion that I had held a "star-chamber" inquiry at any stage whatever.

As I was not legally empowered to compel the attendance of absent and reluctant witnesses, and had been warned in advance that I would probably find this lack of authority a serious obstacle, I devised a very simple plan for accomplishing the end desired, and it worked to a charm. If I considered an absent witness's testimony material, I sent him a courteous invitation to come before me, explaining the special errand on which I was engaged. If he responded cheerfully, well; if not, I notified the district attorney that I wished that witness brought before the grand jury, and then took pains to acquaint the witness himself of what I had done.

In no instance did these tactics fail of their effect, the witness decided to save further trouble by presenting himself. My Indian witnesses whom I had reason to suspect of unwillingness to testify, I made a point of examining at the pay table; and in the few instances where they balked at being sworn or seemed unwilling to answer my simple questions, I gave them to understand that the payment would not go on till they had come to a better frame of mind. This, also, proved entirely effective. The examination at the pay table, moreover, had an additional end in view. As Indian witnesses are proverbially difficult to pin down to plain statements of fact, and as they not infrequently, if examined in private, give their associates who were not present a misleading account of what they testified to, publicity seemed to me a most desirable factor in this branch of my undertaking.

At the pay table a witness was in the presence of a multitude of his fellow-Indians. They could see with their own eyes and hear with their own ears precisely what took place. To the extent, therefore, that open dealing in such cases is an element of safety, I obtained it. I am sorry to be obliged to add that the more solemn form of the oath administered, calling the Great Spirit to attest the truth of what the witness

was about to say, was not invariably effective with the witnesses, but had to be reinforced here and there with a reminder that a witness who lied to me under oath was liable to a term in the penitentiary. This investigation has confirmed my conclusion, regretfully reached in past undertakings of the same sort, that the average Indian witness is less influenced by awe of a mystery like the Great Spirit, which he thinks he may yet find some charm to circumvent, than by dread of the physical discomfort of a term of imprisonment at hard labor.

MR. SPRINGER'S QUESTIONS.

As a good deal of the preliminary ground can be cleared by taking up and answering one by one the questions Mr. Springer wished me particularly to look into, I will dispose of these first. Several of them I could have answered from my own familiarity with the business methods and rules of the Indian Office, without leaving Washington, but in order to make sure that there were no exceptions in respect to the agency at Anadarko, I went into the subject with much particularity on the spot, and present the results herewith:

Question 1.—What payments of money and allotments of land have been made to persons who had died, or who were not entitled to participate in Indian moneys or lands?

Answer.—This question was supplemented from other sources by a direct charge, to the following effect:

That the rolls of Indians attached to the agency had been "padded," or, in other words, contained the names of nonexistent Indians; that, in order to support the semblance of verity in these rolls, the Indian agent and the allotting agent had conspired to make the allotments agree with the names on the padded rolls; and that, to prevent the detection of this fraud, the payments were made with no one present to represent the Indians, except the chiefs of the respective tribes, all old and uneducated men.

Facts.—The only feasible method of discovering whether the rolls contained fictitious names seemed to be to make a payment while I was on the spot to supervise it. This would bring all the Indians out, and pass them before me for a count. The time had about arrived for distributing another installment of the "land money" due to the Kiowa, Comanche, and Apache—the \$500,000 required by the act of Congress of June 6, 1900, to be paid to them in cash as part of the purchase price of their surplus lands. By the prompt cooperation of the Indian Office and the Treasury we were able to make a payment of \$50 per capita, beginning with the Indians tributary to the Rainy Mountain pay station on July 31. In order to leave no question in the mind of anyone as to the fairness of the count, I consulted with Messrs. Baker & Vaughan as to the precautions to be taken on this pay tour.

We shared the opinion that the most appropriate person to supervise the payment was ex-Chief Lone Wolf, since he had published an affidavit declaring—

That he believes from his knowledge of the said Kiowa, Comanche, and Apache tribes, and the information that he can get of their number, that there were some 200 illegal allotments so made, and the pay roll increased to that extent, names being placed on the pay roll and allotments being made to such supposed persons who did not exist, and when money is appropriated for payment of such supposed Indians there are no persons of such names to receive such money, and as a result, as he believes, some of the officers connected with making said payment receives and keeps it, and that an actual census taken of the said Indians will show said increased pay roll, and an investigation will show the defaulting officer.

So I extended a personal invitation to Lone Wolf to sit at the pay table throughout this payment, together with any companion he might choose, and in whose knowledge, judgment, and good faith he had implicit confidence. I arranged for the payment of their railroad fares, where necessary, and for the issue of rations to them for subsistence on the trip. I also told him that if there were any other prominent Indians who could assist us in our work of purging the rolls, they would be very welcome, that I would personally answer for their protection in doing their duty without fear or favor, and the more errors in the roll they could detect, and the more wrongdoing at the pay table they could discover and report to me, the better the Great Father would be pleased. My instructions to them were explicit on one point, and often repeated, that if they saw anything that seemed to them of even doubtful propriety, irrespective of whether or not they knew it to be wrong, they were to speak to me at once, and I would examine into it on the spot.

To assist him at Rainy Mountain Lone Wolf chose his nephew Delos Lonewolf, an intelligent young Indian educated at Carlisle. As Delos is a farmer, and had his affairs at home to look after, he could not accompany us for the entire round, but left us after our stop at Rainy Mountain, and came in again when we returned to Anadarko and spent most of a day in the pay room. For the rest of the tour Lone Wolf chose White Buffalo as his associate. To their aid I summoned also Eschiti (White Eagle), a subordinate chief of the Comanche, Little Bow, Big Tree, Comanche Jack, Saddle Blanket, and several other notables of the three tribes whom Lone Wolf indicated as in sympathy with his undertaking. Every one of these men belonged to the faction hostile to the agent and the allotting staff. All were charged, as Lone Wolf was, to ferret out not merely positive cases, but even those which were suspicious in any way, and leave with me the responsibility of bringing the wrongdoers to justice. Most of the party stayed with us throughout the pay period; others took in the fields with which they were respectively most familiar. No proceeding went on at any time without their presence, and they were always given conspicuous vantage places from which to watch everything.

Besides these formal precautions, I went to the pains of explaining to all the watching Indians, through interpreters of their own choosing, the minutest details of the system of payment, the checks and balances which had to tally in order to make absolutely sure the conveyance of the right sum to the Indian entitled by law in every instance to receive it, and the safeguards thrown around the operations of the Treasury machinery to prevent any of the money sticking to the fingers of the agent or any of his clerks. All this I put into the simplest possible phraseology, with elementary illustrations where it seemed desirable, and invited everyone to ask any questions which puzzled him, however trivial. At the close of my explanations the whole party expressed themselves thoroughly satisfied, declaring that they now understood the system, so that the proceedings as they went along were intelligible to them.

Of course I was not content with the aid of the Indian watchers, for I had myself to satisfy also. At my instance the agent sent word through the district farmers to the Indians everywhere to be sure and come in for the payment, as I wished to see all of them with my own eyes, and in some instances this order was obeyed at the cost of considerable hardship to individuals, as in the cases of invalids and very

old and infirm persons; but I was resolved, since the charge of padding had been made under so solemn sanctions, that the author of it should have every possible chance to make good his case. Whenever a family came in for payment, and there was the remotest suggestion of a possibility of fraud or error, I took charge of the case myself and probed it by putting the parties concerned under oath, or testing them with catch questions, or both. In the few instances where an invalid was actually bedridden and could not leave camp to be present, I left it to Lone Wolf or Eschiti, or whoever was the most efficient spokesman for the "opposition" in that particular place, to decide whether some one else should be allowed to receipt for the check and carry it to the absentee. Not until such a verdict of approval was unreservedly given was a single dollar permitted to leave the pay table.

But my precautions did not end even here. Conscious that Lone Wolf's imperfect understanding of the English, Comanche, and Apache tongues might occasionally leave him a little doubtful of the bearings of some of the scenes which occurred when I was sifting a claim, I went to the pains of rehearsing the whole subject afterwards with my group of distinguished detectives through their interpreters. In short, if there was a stone left unturned in any matter which could have contributed to the purging of the rolls, I can not now, in looking back coolly over the whole ground, discover where it was, or conceive how the process could have been improved.

The customary safeguards were increased and strengthened on this occasion by the introduction of a unique element—the compilation of an historical register, under the auspices of the Department of the Interior, designed to constitute a permanent record of every family in the tribes, as far as the data could be obtained. This has been made necessary by the transformation of these Indians from membership of communistic tribes into citizens of the United States and individual owners of property.

The whole system of heirship, for example, has undergone a change so as to conform to the laws of the United States and of the Territory of Oklahoma, and it is essential that some framework of lawful ancestry and descent, collateral kindred, etc., should be established and put into the Government archives as a point of departure for the disposal of cases arising hereafter. Accordingly an additional table was set out near the pay table, presided over by Thomas F. Woodard and Charles L. Ellis, of Anadarko, and surrounded by the oldest members of each tribe—the men with the widest knowledge of their people and the most retentive memories of Indians and tribal affairs long passed away. Mr. Woodard, who has grown up with the Indians, speaks fluently the aboriginal tongues used on the reservation, and also knows personally most of the families. Mr. Ellis, who is an expert shorthand writer and formerly a member of the agency staff, has a large acquaintance among the Indians.

Every Indian, before being permitted to come to the pay table, passed through the hands of these two gentlemen, who sifted his family history, past and current, as thoroughly as questioning and cross-questioning would do it, and entered upon his pay ticket a memorandum of any particulars which might possibly otherwise escape scrutiny at the next stage. When the Indian reached the pay table his ticket was handed to the chief of his tribe, who identified the applicant. He was then required to face all the rest of the group of watchers while he was put through his ordeal of further questions about himself and

his household. When everyone was satisfied, the amount of money due him was called out by the clerk in charge of one of the check books.

Meanwhile, I had compared the latest data produced with the corresponding data on the census roll of 1900 which furnished the basis of the allotments. If they did not agree or if they did agree—but I could find no point in either group of statistics which suggested a possibility of error—I made my own investigation then and there. When I was satisfied I announced my assent and the filled-out checks were passed to the agent who signed them. My own clerk, who was seated opposite me, made an independent record of the payment in detail. At the end of a day's session this record was checked off with the record of the stubs in the check books, the two of course having to agree. All that remained was the comparison, later, of the stubs with the balance sheet from the subtreasury at St. Louis, on which the checks are drawn, to show that the checks had passed through the proper hands and found their way to their ultimate destination. If there is a weak link anywhere in this chain I should be glad to have it pointed out.

So much for the purging of the pay roll. The census roll is bound to correspond with the pay roll, or reveal to the eye instantly any point at which they differ; and as the census roll which lay before me throughout the payment was the official guide of the allotting agent and his staff in their work of 1900-1901, and was annotated with the serial number of each Indian opposite his name, the task of checking up the allotments, though tedious, presented no great difficulties.

The payment, as thus supervised by Lone Wolf and his staff of watchers, as well as by myself, showed 2,803 members of the Kiowa, Comanche, and Apache tribes entitled to participate under the rules of the Department. This number exceeds by 16 the number paid at the last previous payment, by 19 the number paid the time before, and by 37 the number paid at the time before that. It is, in short, larger than any number paid since the epidemics of measles and smallpox played havoc in certain parts of the old reservation.

Hence the blame for whatever "padding" the rolls now contain must lie somewhere between Lone Wolf and myself. It is inconceivable that he, the accuser of Randlett, could have been guilty of abetting the agent's iniquity; therefore, if any padding whatever has been done it must be I who did it, and I shall be compelled to throw myself upon the mercy of the court. Jestings aside, however, the inevitable conclusion of the whole matter is that Lone Wolf had been victimized into swearing to a state of alleged facts of which he neither had any knowledge nor could form any intelligent opinion; in other words, he was led into something perilously near perjury by the solicitation of some white rascal who was too much of a coward to run the risk himself. I think I could name the man, who, before I could get my clutch upon him, fled to parts unknown, leaving the air thick with lies and perjury wherever he had breathed it.

As the result of my campaign of thorough scrutiny I found two cases of arbitrary allotment, one case of what seems to have been a double allotment and two cases that look like allotments to Indians already dead, though about one of these there is perhaps room for a difference of opinion. At this point it is necessary only to say that the arbitrary allotments were never concealed or made the subject of attempted concealment from the Department; that both appeared to me to be

abundantly justified, and that one of them was afterwards canceled for reasons which it is not in my province to criticise. Of the double allotments and the allotment which I suspect to have been made to a dead person, I have only to add that one had been already suggested to me as a possibility by the allotting agent himself, while the others were discovered at the pay table. I made a possible discovery of two on the Wichita Reservation also, which I have asked the grand jury to help me straighten out. This paucity of results did not prevent the local circulation of reports that I had discovered as many as 700 misallotments. Neither was it any measure of the information poured in upon me by interested parties. For example, I received one day a warning that I had better put Quanah Parker, the chief of the Comanches, through a very rigid examination, as it was understood that he had caused "allotments to be given to 10 Indians who never surrendered and are yet in Mexico."

I accepted the warning in the spirit in which I assume it was offered; but with all my searching, including inquiry of Quanah and everyone else who presumptively would or could know of such a transaction, I have been unable to find any trace of it. Just what sort of a "surrender" any of the allottees could have made, if they had wanted to, I can not yet conceive. The only allottee who resides in Mexico is Ygnacio Portillo, a Comanche Indian, about 28 years old. The only surrender he was ever asked to make, as far as I can learn, was that of a measure of his personal liberty when he undertook the support of a wife and children on nothing a year. He is now clamorous to get back to the United States, if his father's statement to me is correct; but he can not meet the expense of the journey. When he can satisfy the agent of his identity and intentions, arrangements will be made with one of the railroad companies to bring the whole Portillo establishment home, and they will be installed on his allotment.

Probably the whole absurd story grew, by distortion, out of the case of Mrs. John Le Barre, the wife of an immigrant from western Europe. She is a smart, thrifty woman, who has brought 10 children into the world and been made twice a grandmother. Three or four years ago she appeared on the reservation and applied for admission into the Comanche tribe, of whom Quanah is chief, claiming to be the daughter of two full-blooded Comanches, who had been captured by Mexicans and carried across the border many years before. A committee of the tribe went over to Mexico to investigate her story, and on their return reported that it was true; though some later events have, in their opinion, cast doubt upon the subject. The upshot was that at a council at which Quanah, Eschiti, and other prominent Comanche were present, she was admitted. She then had her residence in Texas. When she appeared to claim her share of land in the allotment, it was with 10 children in tow. The tribe seems to have been appalled at the invasion. Of the existence of these offspring, all the leading Indians declare they were ignorant till that moment. They say that Mrs. Le Barre, in her application for membership, never mentioned them. The interpreter supports this assertion emphatically; and the present agent says that the only name sent through his office was the mother's, and that he had no knowledge of any of the others till orders came from the Department to put them upon the roll.

When closely questioned under oath as to who had her children put upon the roll, Mrs. Le Barre answered: "The Congressman done that." At first she professed not to know what Congressman did it,

but presently named Representative Stevens, of Texas, to whom her husband had appealed, and who "knows that I was belong to the tribe."

Mrs. Le Barre's children, who were marshaled in a row before me, show little or no signs of their putative ancestry, while her own marks are quite as much Ethiopian as Indian or Mexican. In any Gulf State she would pass for a mulatto, and her speech would confirm the testimony of the other signs. It is not unreasonable to suppose that some garbled version of the Le Barre story, which is a sore topic among the Indians, formed the basis of the charge of the ten Mexican allottees worked into the roll through Quannah's instrumentality.

Again, Ned Brace, a Kiowa Indian, took his allotment of 320 acres, under the old "headright" provision of the treaty of 1868, before the reservation opened. One of the cleverest lawyers in Anadarko assured me that he himself knew and could prove that Brace, by a collusive trick on the part of the allotting force or the agency staff, received a second headright allotment in consideration of giving up his first one to a white man who wanted it; and that to conceal this fraud the second patent was dated back to the time of the first one and the Government's record smoothed over to correspond. This looked like a large discovery till I got hold of the historical facts. These showed that Brace's first allotment, dated April 21, 1897, was made close to the ninety-eighth meridian, which forms part of the boundary between Indian Territory and Oklahoma. When this line was rectified by a new survey it was run so much farther to the west that it left Brace's allotment in the Indian Territory, where he did not belong, and new lands had to be given to him in lieu of these. His second patent was issued and dated November 7, 1900, more than one year and six months after the first. There had been no conspiracy and nothing to conspire about, no back dating nor anything out of the common routine. The story as given me had been made out of whole cloth.

I am loth to believe that the charges of wholesale misallotments were always made with a deliberate intention to deceive, though it goes without saying that no one has any better right to impugn recklessly the honor of a Government officer than to attack that of an ordinary citizen; and such preposterous imputations upon persons in private life would have borne fruit in a heavy crop of libel prosecutions, if not of physical encounters. But in every newly opened country the mania for land is strong. Rumors are as abundant and as extravagant as human credulity, while reputations are slower than affidavits in acquiring a fixed market value. In the case of the allotments now in question still other causes were operative. Some one in Government employ, with all the instincts of a professional thief, had surreptitiously copied various data from the allotting notes and records as he went along, and these had been printed in a little book which professed to give the names and numbers of the allottees and descriptions of their allotments.

As many typographical errors had crept into the text of this pamphlet, and the field memoranda from which it was obviously prepared were all subject to revision and readjustment in the office, the mistakes into which ill-informed purchasers could be led by this publication were almost limitless. No inconsiderable part of my time was

wasted in running down reports, nearly always backed up by affidavits, whose makers prudently abstained from presenting themselves for personal examination. A few typical cases will suffice to illustrate the character of a batch numbering probably forty or fifty which were thrust under my notice with all the insignia of seriousness.

The papers filed in a contest of the allotment of Boone Chandler, a Comanche, contained an affidavit narrating some alleged facts in his history, with a citation of the approximate date of his death. One day I was informed that an important witness on the other side of the case was waiting to see me on the porch. It proved to be no less a person than the deceased himself. He was as hale and active a young Indian as ever returned from the happy hunting grounds to confront a palefaced land grabber. We afterwards became better acquainted, and I found him considerably more quick-witted than the average corpse, and with a lively sense of humor on every point except his own demise.

Roth Heneakaah, an Apache allottee, was, as I was gravely assured, "an old man who had died before the allotment." Investigation proved that Ruth Heneakaah was a babe of 6 months at the time of the allotments; that she received her land lawfully. As the description of her allotment was the one assigned by my informant to the venerable Roth, who does not and never did exist, I deemed it hardly a case for interference.

An Apache allottee described to me as "a dead Indian child" turned out to be Kostzuta, a coquette about 23 years of age and in rather too vigorous health, who recently excited a commotion in camp by eloping with a Comanche woman's husband. The couple went to Lawton for their illicit honeymoon, and I had to have the police sent after her in order to supervise her payment.

Another Apache, "a child reported dead some time before allotment," was shown by the records to have been allotted in the fall of 1900, and not to have died till the summer of 1901.

Two boys declared to have no Indian blood in their veins, and therefore ineligible for allotment, proved to be the sons of a Comanche woman and of a man who, whatever his blood, was a recognized member of the Comanche tribe at least eight years before the Fort Sill treaty was made.

A girl of 14 whom I had before me, accused of being "a negro and non-Indian and borne on no roll," I found to be the daughter, regularly enrolled and paid, of a Comanche woman, though her father was a negro who had lived with the Comanche from his youth up, and been, as far back as I consulted the records, a recognized member of the tribe.

These cases and dozens of like tenor had nothing whatever behind them except falsehood. How much the perjurers charged for their empty affidavits I have no means of knowing; but I am credibly informed that certain persons have, for the last eighteen months or longer, made a regular trade of selling "tips" on false allotments, at figures ranging from \$500 for a "guaranteed" homestead down to \$25, \$15, and even \$10 for "good things" whispered into the ears of shop clerks, railroad laborers, and other speculators with insignificant capital. The "guaranteed claims" of course called for a certain deposit in advance, and have since consumed so much time in litigation that many of the hoodwinked investors have not yet found out that they

are only putting up stakes on a "skin" gamble. The victims of the cheaper frauds are usually so chagrined at the discovery of the ease with which they have been fooled that, although they are willing to laugh over it among their friends as a sorry joke, they object to making their woes public by becoming prosecutors in the courts. I did get upon the trail of one scamp engaged in this traffic, but some one of whom I was gathering evidence must have let slip an inkling of it, and my game escaped me by a sudden flight beyond the borders of the United States. I have not wholly given up hope yet of bringing him down in the fullness of time.

This narrative would be incomplete, perhaps, if I did not add to the cases of deliberate and unblushing fraud a few cases of another class—those in which the attorneys, I think, honestly believed that they had a groundwork to stand on, but merely had got hold of half truths and never taken the trouble to search for the other halves. One of these was the case of a man of Mexican birth, who had married a Kiowa woman and been adopted into her tribe, who was known to have had only one child by her, and yet who was understood to have control of three allotments. The inference, of course, was that the child—a boy, now dead—had been allotted twice. This theory was rendered still more plausible by the discovery that he had separated, several years ago, from his Indian wife; that he had selected the land for the two allotments besides his own, and that one tract was near his and the other near his former wife's. What more natural, forsooth, than that he should have selected two tracts for his son, first one close at hand and later one at a distance, and slyly omitted to notify the Government that his family had got more than its share? This clever bubble I pricked while the payment was in progress, and warned the lawyers in the case that they were on the wrong track. They insisted that they were not. So I sent for the Mexican, administered the oath, and let them examine him, when the facts came out that he was the legal guardian of an orphan Indian girl, and that it was her allotment, not his son's which lay near his own and was under his control; the son's allotment was at a distance away, and near the mother's. The whole trouble with the lawyers who proposed bringing this contest was that they had never made any inquiries in the neighborhood of the man's home, where all these facts were public property and to be had for the asking.

A second instance to the same end was that of a white squaw man who had under his control one allotment more than his family were entitled to. A search disclosed the fact that he was paying the board of a little Indian girl who had been turned over to a white man and wife to keep. He had had one adopted daughter, who had died before the allotments were made, and, as no other had been seen around his home more lately, it was assumed, and correctly, that the little girl whom he was boarding out had been adopted in the dead child's place, and that it was her allotment which he was controlling in addition to those of himself and wife. But there seemed to be excellent proof that the present child was too young to have been allotted lawfully. This was true, too. What was the inevitable conclusion? Nothing less than that, by collusion or trickery of some kind, this child, though still unborn at the time of the allotment, had been allotted, and that the squaw man was now enjoying the fruits of the fraud.

Here once more, having myself investigated the case under oath at the pay table, I warned the attorneys that they were following a false trail. They persisted nevertheless, so I sent for the squaw man and gave them a chance to examine him themselves, only to discover that though the little girl had an allotment it was not given to her before her birth by the allotting agent, but came to her by descent from her dead mother. It seems as if the trained legal instinct would scent out such a contingency, especially when the orphanage of the child—the very reason for her adoption—was known to everybody, but, as in the other case, the presumption of crime was laid down as a primary proposition, and then a search was begun for evidence to sustain it. This is a primitive order of legal logic, but it seems to be the rule in the Kiowa country.

Question 2.—The manner of keeping the accounts of the agent with individual Indians for moneys due them from the Government or from railroad companies for rights of way over Indian lands and allotments and from tenants of Indian lands?

Answer.—For convenience of statement it is desirable to transpose these items, considering first the moneys due from railroad companies to the Indians.

When a railroad runs a right of way through tribal lands the Department attends to everything, including the collection of the damages assessed and the deposit of the money. The agent does nothing in the premises.

After allotment, however, this is changed. When a railroad wishes to run a right of way, it makes formal application to the Department, furnishing among other exhibits a map depicting its route. This shows what allotments are crossed or cut into by the right of way, and a blue print of the map is sent to the agent, who then, upon instructions from the Indian Office, usually appoints some one to represent him in the first informal negotiations and look after the interests of each allottee. The man who has always represented Agent Randlett in these matters is Frank Farwell, a white man with an Indian wife and himself a tribal member by adoption. Mr. Farwell, the Indian concerned, and a representative of the railroad company together inspect the land and discuss the damages that shall be paid. If the company names a sum which Mr. Farwell considers just, the Indian decides whether he is satisfied. If he is, he signs a statement to that effect; the result is reported to the Department, and the Department collects the money for him. If he is not satisfied, the Secretary of the Interior lays the case before a board of three referees. The board that serves at the Kiowa Agency consists of Thomas F. Woodard, Frank Farwell, and Thomas Yarnell. Messrs. Woodard and Yarnell, like Mr. Farwell, are white men married into and adopted by the tribes. All three were recommended for this service by Agent Randlett on the ground that their tribal affiliations fitted them to take the strongest interest in seeing justice done to the Indians. On the report of this board the Secretary of the Interior acts, and the Department collects the money unless one party or the other carries the case further by an appeal to the courts.

When the Indian Office has examined and approved a schedule of damages to all the allottees affected by a new railroad extension and received the money from the company, it sends a check for the lump sum to the agent, to be distributed among the allottees according to

their respective awards. That is taken up on the agency books as individual Indian moneys, and the amount of each award is entered separately on the individual ledger account kept with each Indian concerned. This last feature is not necessary; all demands of the law could be satisfied by paying out these amounts simply in checks; but Colonel Randlett has insisted upon the extra formality, so that the whole record of each transaction should appear on his books in plain black and white, for his own protection not less than for the Indian's. When the money paid by the railroad company has been dealt out, the voucher is sent to the Indian Office, which in turn sends a copy of it to the railroad company, this constituting the company's receipt for its payment.

"For moneys due them from the Government?" An individual ledger account is opened with any Indian who requests permission to leave part of his per capita payments in the Government's custody for safe-keeping and a certificate of deposit is given him, couched in this form:

\$40.00.

Certificate of deposit.

No. 9999.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,

Kiowa Agency, Anadarko, Okla., February 30, 1904.

Richard Roe, a member of the Comanche Indian tribe, has deposited in this office forty dollars, payable in current funds on the return of this certificate properly endorsed.

JAMES F. RANDLETT,
*Lieutenant-Colonel, U. S. Army,
U. S. Indian Agent.*

Not transferable.

This deposit is entered as a credit on the Indian's individual account, and appears also as a part of a bulk amount entered on the "individual Indian accounts" for Treasury purposes. All such transactions are now covered by the agent's bond, but no certificates were ever issued till Colonel Randlett took charge. He made the change of method, as in the case of the handling of railroad damages to allottees, for his own and the Indians' joint protection.

All other "moneys due from the Government" are covered by the periodical per capita payments. No individual accounts are opened in the cases of Indians who take their per capita in the usual way; but these individual payments appear on the pay rolls, the check stubs, and the indorsed checks in the St. Louis subtreasury, which must all correspond. It is hard to conceive of a better system of checks and balances to safeguard an informal cash transaction.

"Tenants of Indian lands." The accounts in this class of cases appear in the name of the lessee, with cross-reference to the name of the Indian lessor, so that it is only a matter of consulting the index to locate any account. Each account contains a full description of the lease, and the names and addresses of the lessee's bondsmen. One column shows when each payment is due and its amount, another when the money is paid to the agency, and a third when the agency gives it to the Indian.

A record is also kept of the dates of the approval of the lease by the Secretary of the Interior, the notification of the lessee, and his acknowledgment. The whole is reduced to the most compact form in the lease book, and all the data are verifiable at pleasure by reference to the file of original leases. At the time these leases are written there are, in

round numbers, 1,200 such leases in operation. Out of all this number only two tenants are delinquent. One, named Kennedy, is mentioned elsewhere in this report; the other is a man who was smitten with blindness since becoming a tenant, and has been sadly handicapped in his business as a consequence, but there is a reason for believing that he will be able to make good his obligation very soon. There has been a delay also in the payment by the Rock Island Railroad Company of an installment on a gravel lease it made with Ninsey, a Comanche Indian. But this is merely a formal postponement, while the company is waiting for a copy of the lease to be submitted to its auditor as a voucher.

It may be of interest to add that all leases are sent to Washington for the approval of the Secretary of the Interior before they go into effect, and about 96 per cent of all thus submitted are approved as written. The other 4 per cent come back for correction in some technical detail. For example, of 50 sent to Washington recently only one came back. That was a lease made for an orphan ward of Lone Wolf, his guardianship papers having been omitted from the packet. Even after a lease has gone to Washington for approval, if the agent becomes suspicious that the Indian's consent was not fairly obtained or that any other irregularity has been committed, he investigates the case and sets it right as far as he can. In one instance the lessee had actually paid the first half year's installment of \$50, when the Indian lessor—Hoarithka—complained that he had never intentionally given his consent. Although the lessee swore the reverse, the agent decided in the Indian's favor, and the lease was canceled forthwith and the \$50 paid back.

Question 3.—How pasturage money, or "grass money," is collected and disbursed?

Answer.—The act of Congress of June 6, 1900, which provides for the allotment of their lands among the Comanche, Kiowa, and Apache Indians, provides also for setting aside "for the use in common for said Indian tribes 480,000 acres of grazing lands, * * * either in one or more tracts, as will best subserve the interests of said Indians." The lands so selected were in four tracts. Pasture No. 1 contains 404,041 acres. This, with the exception of one area of somewhat more than 30,000 acres, is leased to six outside cattlemen for grazing their stock in separate inclosures, for which they pay yearly rentals ranging from 25 to 43 cents per acre, according to the quality of the pasturage. The leases are for three years and are awarded by competition in sealed bids. The annual income to the affiliated tribal fund from this source is \$119,407. The excepted area is reserved for the cattle of individual Indians, who pay to the common fund annually \$1 per head for all the cattle they turn into it.

Pasture No. 2, which is in a part of the reservation remote from the excepted area already mentioned, is also for the use of individual Indians at the rate of compensation. It contains 30,046 acres.

Pasture No. 3, containing 22,500 acres, was at first designed, like the others, for grazing purposes, but so loud a protest arose from the new town of Lawton, which adjoins it, that it was decided to lease it for agriculture, and this was done at 40 cents an acre for the raw land without improvements. The leases run for three years; and at the close of that period, measured by other rentals in the neighborhood, there is good reason for believing that \$1.50 an acre can be obtained

for the land, meanwhile broken up and improved. The present annual income from this tract is approximately \$3,400.

Pasture No. 4, like No. 1, is rented to outside cattlemen, but is too small to accommodate more than one herd. Its acreage is 20,540, and the annual income derived from it is \$5,186.

This makes a total income from so-called "grass money" of approximately \$128,000, to which should be added a comparatively trifling sum derived from cattle of individual Indians turned into the excepted tract attached to pasture No. 1 and the whole of pasture No. 2. As the Indian herds are comparatively small, and payments necessarily more or less irregular, no stated sum can be counted upon as derivable from this source.

The payments from the white cattlemen are collected semiannually, in January and July. The letters making the demand are mailed from the agency a reasonable time before the payment falls due, and the money collected is deposited in the subtreasury in St. Louis, to await the next payment authorized by the Office of Indian Affairs. The accounts is carried on the books under the title "Proceeds of labor, Apaches, Kiowas, and Comanches." How carefully the business has been handled is shown by the fact that at the present writing there is not a single delinquent lessee among the cattlemen.

Against this grass fund are charged, however, a number of items. One of these, originating at the agency, is the salary of the leasing clerk. Others are purchases made or authorized by the Indian Office. In the old days of tribal government, before the opening of the reservation, the cost of the lumber for the Indians' houses came out of the grass fund. As these accounts are kept not at the agency but at the Indian Office, or under its supervision at the Treasury, the agent is obliged to inquire at Washington from time to time how the net figures stand in order to know when he can hope to make another per capita payment.

Question 4.—Out of what fund does the agent purchase fencing wire and supplies for individual Indians?

Answer.—To the Kiowa Agency, as to the others, such supplies are furnished by the Indian Office, under contracts let periodically after advertisement, sealed proposals, inspection of samples, filing of bonds, and the other customary formalities. The agent does not purchase them.

There is no wire now issued. The most that the present agent has issued was the wire provided by the Government originally for fencing the cattle pastures, and taken down when the reservation was opened in 1901. That was issued to such Indians as needed it, taking the Indian's receipt in each instance, and as a preliminary the district farmer had to certify that the posts were already set up, and was required afterwards to certify that he had himself seen the wire stretched. These precautions were adopted from the beginning of Randlett's administration, because it was discovered that some Indians had abused the larger privilege formerly granted them, selling their wire to white men, etc.

As to the other materials issued, there have been only small quantities at best of mowing machines, plows, post-hole diggers, horse and hand rakes, axes, etc., for the men, some gingham, sheeting, etc., for the women, and articles of clothing, footwear, and the like. Not

one of these things—even a yard of cloth—goes out without Randall's written order delivered by the Indian to the property clerk, and presented by the clerk as his voucher for the issue. This voucher, the entry of the issue on the property book, and the Indian's receipt, constitute the system of checks and the balances for these transactions and must always tally. Damaged or obsolete articles can be taken off the property book only by order of a board consisting of an inspector sent by the Department and two agency employees. The goods this board condemns are divided into three classes: Those which are wholly worthless and must be destroyed; those which are useless for agency or school purposes, but might bring something at auction; those which have enough value still remaining in them to be issued as emergency stock, or by a few repairs can be put again into condition for service.

The agency is now doing some business in selling certain kinds of goods to Indians, instead of issuing them free. Sewing machines, for instance, are sold to the women at cost price. On the books or in the warehouse, of course, every machine must be accounted for; it must either be in evidence to the eye when the stock is inspected or the money paid for it must appear in the accounts. The variety of articles sold instead of issued is and will continue on the increase, as this is deemed part of the education of the Indian for self-support and independent citizenship.

Question 5.—What has been paid to individual Indians for rights of way of railroad companies over their allotments; how much has been paid each Indian, and who paid him; and how the amount of compensation was ascertained?

Answer.—The mode of ascertaining the compensation due the Indian from railroad companies for right of way, and the manner of payment, have already been treated in the answer to question 2. The amounts thus far paid are as follows:

The Chicago, Rock Island and Pacific Railroad Company has paid into the tribal funds of the Apache, Kiowa, and Comanche Indians a total of \$7,535.88, and in damages to individual Indians \$3,018.95.

The Oklahoma City and Western Railroad Company has paid into the tribal funds \$556.11, and to individual Indians \$2,065.

The Blackwell, Enid and Southwestern Railroad Company has paid to individual Indians \$105.

These make a grand total of \$8,091.99 paid into the tribal funds, and \$5,188.90 paid to individual Indians.

Perhaps this would be as good a place as any to treat of two cases, the only ones brought to my notice where any criticism was made upon the agency's method of handling this class of business. I was told, soon after reaching Anadarko, of the long and needless delay that had occurred in the payment of Kla da ing, an aged Indian more familiarly known as Black Apache. As the story was given to me—not by the Indian, who had no complaints to make when I interviewed him—the St. Louis and San Francisco Railroad Company cut through his allotment with its right of way a year and a half prior to July, 1903, and the money was promptly collected at the agency, but held there till a few weeks ago, when the old man's son engaged private legal counsel to have appraisers appointed; and then the payment was forthcoming at once.

On investigation I found that the railroad did not go through that tract of country till the spring and summer of 1902. Instructions to

assess the Indians' damages were issued by the Indian Office on June 2, and notification was sent to the railroad company by the agency on June 5, the time consumed by the Indian Office letter in transit between Washington and Anadarko being three days. The company, which appears to have been churlish and contentious to a degree in all its dealings with these Indians, ignored its first notice, and was therefore called to book on June 29, with a warning from the agent that if it did not attend to the business at once he would get out an injunction to restrain it from operating its road. This brought it to terms, and its attorney, one Lewis, started out with Farwell, the assessor in behalf of the Indians, to look over the ground. They finished their field work about the 15th of July, having meanwhile visited Kla da ing himself at his camp, and the schedule was completed by the company some time in August. The agency put the papers into final shape for signature by the company on September 16, and forwarded them to the Department on September 25. The Department approved the schedule on October 3, but no money was forthcoming from the company till in March, 1903. On April 10 the agent received the company's draft from the Indian Office. Some delay followed, but the draft was collected and word sent to the Indians concerned through their district farmers on June 5. Checks were drawn to individual Indians and they were paid on or about June 10.

The only delay, therefore, for which the agency could be held accountable was that between April 10 and June 5, 1903, a matter of less than two months at the utmost. The reason for this delay was that a new office building had been erected for the agency and finished that spring. When the Indian Office draft arrived, the whole agency staff was deep in the preparation of the quarterly report; as soon as that was finished the process of moving began. The draft meanwhile lay in the safe, and as soon as the situation cleared enough to enable regular work to be resumed it was cashed, and the Indians interested received their summons to come in and get their money. There was no occasion whatever for the intervention of outside counsel at any stage. Kla da ing is so feeble and infirm of mind that he may not have understood or may have forgotten his message to come in and get his money, as the rest of the Indians were doing; but certain other indications suggest to me the probability that his son was egged on by a restless element among his associates.

The other case is that of Per mam su, otherwise "Comanche Jack," a factional leader among his people, of the type known among whites as the professional agitator. Jack is clever, and in his way progressive. It is his ambition to get out altogether from under the sheltering wing of the Government and stand on his own feet like any ordinary citizen; and probably the best thing for him—certainly the best thing for the group of Indians who are under his influence—would be to set him free by special act of Congress, and let him show what he can do. He made a happy hit in the selection of his allotment, getting a piece of land adjoining the present town of Lawton, then a mere dot on the railroad map in the midst of a big reserve, but now a busy city claiming some 7,500 population. What this propinquity means is not yet plain to Jack's mind. The Rock Island Railroad ran through a corner of his allotment, cutting off what he estimates as 7 acres; it also cut a piece off the allotment of his son, near his and southwest of the town. For all its damages in that neighborhood it offered and paid a

uniform compensation of \$25 an acre where the land was close to town and \$10 an acre when too remote to be fairly regarded as suburban property. The conduct of this company toward the Indian seems to have been marked throughout by a spirit of consideration, in sharp contrast with that of its neighbor, and I have heard no complaints of it from anyone except Jack, who took the money for himself and his son, but grumbled over it as too small compensation.

Presently came along the St. Louis and San Francisco Company and cut off a corner of Jack's property close to the town—a slice that may be valuable one day if the town chances to grow in that direction. It offered him \$300, which he refused. "Now," said he, "I have dealt through the agent long enough; I am going to hire my own lawyers and do as the white man does." So he retained a firm of lawyers to represent him and get referees appointed. The lawyers pocketed his fee and then did just what the agent would have done for nothing—wrote the Secretary of the Interior. The matter was delayed, indeed, rather than forwarded by the employment of the outside counsel, for the correspondence in the case shows that the Secretary referred the matter to the agent for a report before acting. Then the Secretary did just what he would have done if the agent, and not the lawyers, had written to him in Jack's behalf—designated Messrs. Woodard, Farwell, and Yarnell to act as referees.

They assessed his damages at \$1,370. The company denounced the award as exorbitant, and refused to pay it. So Jack has taken his case to the courts, where it has been hung up a good while, with the prospect of a longer wait.

Eight other Comanche allottees, representing the little faction which recognizes Jack as the coming man, followed him into this "fight for the downtrodden masses against the greed of corporate capital." They all lost more land than he to the railroad—measured by acres simply. But, in sorry contrast with his royal appraisal, they have come off only with awards ranging between \$38.10 and \$95.60, three of them being \$61.80 and one \$62.10, while the remaining two, including Jack's son, are in the 40's. The reasons are plain to any white man who studies the map; but to the Indians they are an insoluble mystery still.

Jack's interest in putting the screws upon the railroads has led to his active championship of the case of his friend Ninsey, on whose allotment the Rock Island company discovered a bed of gravel suitable for ballasting. It offered him \$500 a year for a lease of this bed for three years. The agent sent Farwell down to look the property over, and he reported that it was worth nearer \$1,000 a year.

The agent wrote to the company proposing \$1,000, and the company dropped negotiations, on the ground it could do better elsewhere. The division superintendent went down later and had a talk with Ninsey himself, as a result of which the company offered to split the difference and pay \$750. Ninsey sought his district farmer, and got him to arrange for a three-years' lease on these terms, merely stipulating that instead of receiving the money in six semiannual payments, as a lessor ordinarily would, it should be given to him in two lump payments, eighteen months apart, \$1,125 at a time. These are the facts. Jack's version, however, represents the agent as trying to procure the gravel for the company at \$500, and himself as the hero of the incident insisting on \$1,000, "because the company was rich and could

easily afford to pay that sum;" all this going further to show Jack's fitness for the arena of practical politics.

Question 6.—What was the understanding of the Indians as to the amount per acre they were to receive from the United States for their surplus lands when they were to be sold to the Government and opened to settlement by the white people?

Answer.—I am convinced, from all the evidence I have been able to gather, that the bulk of the Indians whose interests were affected by the Fort Sill treaty of 1892 understood that they were to get \$2.50 an acre for their surplus land. Who was responsible for this error—whether the commissioners who negotiated the treaty with them, or the interpreters through whom the negotiations were conducted, or the leaders of the tribes who set the example of accepting and signing the treaty—it is impossible at this late day to determine. That they do not intend to be led into any trap by future misunderstandings of a similar character is plain from the decisive statement of Eschiti to me that if the Government wished to buy the 480,000 acres which still remains the common property of the tribe and is divided into large cattle pastures, it must pay \$25 an acre. His idea evidently is that the \$12,000,000 derived from such a sale would compensate the Indians for their losses through the Jerome treaty fiasco. It would.

Question 7.—Whether the wishes of the respective tribes, the Kiowa, Comanche, and Apache, have been respected as to who should be their chiefs and judges?

Question 8.—Whether any chiefs or judges placed over the Indians are polygamists and practice the ghost dance and other barbarous rites?

Answer.—These two questions have been grouped because the substance of their answers is necessarily interwoven.

All the chiefs are elected by their people, and there have been no elections since the present agent took charge. I failed, after diligent inquiry, to discover a case where the wishes of the Indians as to their chiefs have not been respected. Anent this subject, I was treated at various times, from white sources, to two very entertaining romances, which the Indians laughed at when I questioned them, and with excellent cause as I afterwards discovered. One was that Eschiti was the elected chief of the Comanche, but that the agent had pulled him down and set up Quannah Parker over his head because Eschiti was a civilized Indian and Quannah a pagan, wedded to the old ways; the other was that Lone Wolf had been deposed from the chiefship of the Kiowa by the agent as a punishment for trying to obstruct the Government's execution of the garbled Jerome treaty and Ahpeatone foisted into the vacant place as a reward for his ready compliance.

Now, regret as I may to interfere with the canonization of two alleged victims of agency persecution, the truth of history compels me to puncture both idyls. The choice by the Comanches of Quannah Parker as their chief dates back of the memory of any but the oldest members of the tribe, and if ever Nature stamped a man with the seal of headship she did it in his case. Quannah would have been a leader and a governor in any circle where fate might have cast him—it is in his blood. His acceptability to all except an inconsiderable minority of his people is plain to any observer, and even those who are restive under his rule recognize its supremacy. He has his followers under wonderful control, but, on the other hand, he looks out for them like a father. His word is law, and in all essentials it is uttered in behalf of civilization and progress. He sends his children to school and helps the Government by exerting his influence with the whole tribe

in the same direction, with the result that the Comanche have already filled their reservation school to overflowing and are knocking at the doors for larger accommodations.

Moreover, the Comanche do not interfere with their children while at school, but trust the teachers and accept with good humor the necessary rules limiting the interruptions of the pupils at their work. Quanah, though he grew up at a time when these advantages were not to be had, has tried to educate himself, and to-day speaks English better than many who have been taught in more formal fashion; and, old man as he is, he is not shamefaced about asking for more information from anyone who will give it to him. He wastes no time in brooding over the past glories of his race and their ill use by the white people, but recognizes the philosophy of the situation as it is, and is adapting himself to it. It is true that in one respect—but only in one—his costume does not conform to the Caucasian standard; he wears his hair in two pigtailed, just double the number affected by George Washington. In his domestic life, also, he multiplies the responsibilities of the great American exemplar—supports three wives and families at once, all that remain of seven. This great reduction, and the fact that he preaches monogamy to his young men, are at least significant.

So far from the Comanche desiring to pull Quanah down, the only interference with his chiefship of which I could learn was made by the authorities at Washington, who were once moved by the false representations of an interested party to raise Eschiti to a place of equal if not greater power. The mistake was promptly discovered, however, and the old conditions restored. Eschiti is an Indian of the old school, who makes a more orthodox profession of religious faith than Quanah, I fancy, but who still wears the cotton sheet around his loins and clings to other aboriginal survivals; he represents the conservative, just as Per mam su—"Comanche Jack"—represents the extreme radical, faction of their common tribe. Quanah occupies the center, always conscious that he is an Indian, but never forgetful that the white civilization is supreme, and that the Indian's wisest course is to adapt himself to it as fast as he can. He was one of the committee of Indians sent north to investigate the Messiah or Ghost dance mania when it first broke out; but he never was led away by it.

The romance about Lone Wolf and Ahpeatone is as flimsy a fabric as the other, or flimsier. When the Jerome treaty, which has given rise to so much heartburning, was adopted by the affiliated tribes, Lone Wolf, who was then chief of the Kiowa, signed it, as did most of his followers. The only prominent Indian who stood out against everything and refused to touch the pen was Ahpeatone. When the first realization of what had happened reached the mass of the Kiowa, there was a tremendous revulsion of feeling, and Lone Wolf was deposed by them and Ahpeatone elected chief. The mere time and attendant conditions of this episode give the lie to the story that the Government had any hand in the change, for the Government was then entirely on Lone Wolf's side and hostile to Ahpeatone. Day, the agent of that period, had helped the Government put the treaty through the council, as far as his influence was concerned, and would not have stultified his own course by degrading one of his most efficient lieutenants in order to exalt the stubbornness of his adversaries. Ahpeatone is not a particularly progressive man, nor has he Quanah's

forceful personality, but he is chief beyond question, and I have seen no disposition on the part of the Kiowa to break away from him. He was sent, as Quanah was, to see the ghost dance and pass judgment on it. He came back pretty well satisfied that the Messiah had not arrived, but the pressure of tribal sentiment was too much for his strength, and he presently fell into line with the Adventists.

As to Indian judges, I found no signs that the Indians generally want them. If they did, the opening of the reservation and the induction of the Indians into citizenship would have made the old Indian judgeships obsolete, for such magistrates have no place in our judicial system, and could no longer attempt to enforce their decrees without being dragged into the police court themselves. The last of the judges on the Kiowa Reservation was paid off and discharged at the close of the first quarter after the allotments were finished. Once since then, Little Bow, who aspired to judicial honors, called at the Indian Office and proposed that he be made judge, and was directed to go home and talk to the agent about it. The agent promptly reported that the only function of such a judge would be to draw \$10 a month and rations, so there the matter was dropped. Little Bow, like some politicians of lighter hue when disappointed in their hopes of rounding out a career, has cherished a small but robust grievance ever since.

Are any of the Indians now in authority "polygamists and practitioners of the ghost dance and other barbarous rites?" Quanah, as already stated, is a polygamist. So is Ahpeatone. John, the chief of the Apaches, is not. Little Bow, who is one of Lone Wolf's right-hand men and wanted to be judge, has two wives.

As the ghost dance is now performed, I doubt whether I should call it a "barbarous rite," any more than I should apply that rather harsh term to some of the more primitive, though probably sincere, religious observances among white Christians. Dancing, as a medium of worship, is very ancient. There are sects in this country who make use of it in some form, with whom nobody dreams of interfering. The Indian ghost dance has certain accompaniments of ecstatic frenzy, but similar manifestations are recorded of camp meetings and revivals among simple-minded and superstitious people of our own race. White enthusiasts who have worked themselves up to a pitch of emotional excitement where they believe that they have "the power" and "the spirit" perform wild acts and drop down in cataleptic spasms just as the Indians did when the Messiah mania first broke out. But the ghost dance as now found among the Indians on the old Kiowa Reservation seems to have undergone much modification and to be an innocent enough affair, as described to me. The leading ghost dancer is a harmless old blind man with a gift for oratory. The Indians tell me that his addresses are all "good Jesus talk," that he urges his hearers to lead right lives and "follow the Jesus road." The worst that can be said of the ghost dance in its present phase, so far as I can judge, is that it is a continuous camp meeting, and that its attendants neglect their work and homes and other interests of the world that is in order to keep in readiness for the glories of the world to come—a form of fanaticism which, I fancy, knows no boundaries of time or race or creed or country.

I am not aware that any of the chiefs of the three affiliated tribes practice the ghost dance even in its milder development to-day. I do not know, on the other hand, that they are taking any active measures

for discouraging it. In this respect they resemble a majority of the typical Indians in their neighborhood. All three chiefs, however, eat the mescal bean or button. A "mescal feast" would perhaps come within the designation "barbarous rites," as it is a gathering for social and semireligious indulgence in a native drug with certain qualities resembling opium. The effect of mescal eating is described by some of the Indians as inducing sleep with pleasant dreams; others say that it "makes their hearts happy" and their minds content. I tried to find some mescal wrecks such as are often pointed out among whites as victims of toxic drugs, but could not discover any; the Indians who talked to me with the utmost freedom of their indulgence were certainly as well preserved as any I met. The great center of mescal eating is the Elk Creek community, very largely made up of the Indians who stood with Lone Wolf in his contest against the enforcement of the Jerome treaty. The mescal is certainly a medicine, and both inward and outward applications are described by the Indians as producing wonderful curative effects in certain diseases. One Indian, who was dismissed from Carlisle school as a hopeless consumptive, fell back upon mescal after exhausting the recognized pharmacopœia, and is to-day as fine a specimen of health and strength as I could wish to look at.

Question 9.—What has been the kind of treatment individual Indians have received at the hands of the Indian agent and his subordinates—whether a kind of humane policy has been pursued, or an arbitrary, harsh, and cruel policy has been pursued against the Indians?

Answer.—A kind of humane policy beyond doubt. By this is not meant that at times Agent Randlett has not taken the reins in his own hands, made decisions, and laid down courses to be followed, in opposition to the wishes of certain Indians. A favorite practice of his seems to be, after he has given the same group of Indians the same advice four or five times in succession, only to have them come back quoting some other advisers as of an opposite opinion, to the end the argument abruptly by reminding them that he is agent, and that their outside advisers have nothing to do with the matter. He also decides questions sometimes without going over the same ground of explanation again and again, as the Indians wish to. He does this usually where the affair is one on which quick action is important. That he makes these sudden moves with a view to helping and not hurting the Indians admits of no question, and his position will generally be found to be correct and uniformly on the side of the Indian against the white where the two interests collide.

He might, perhaps, be more diplomatic in his methods and wheedle the Indians into agreement with him, but diplomacy and indirection are not among Colonel Randlett's accomplishments. Nay, however expedient for the moment the "short cut" may be there is room for doubt whether it is always wise in the long run. As in a family, so with a tribe of untutored Indians, the best lesson for the whole mass may often be impressed by permitting a few members to have their own way and take their dose of experience, bitter as it may be.

Colonel Randlett's general attitude toward the Indians may be too paternal and his advice too cautious for the ultimate best interest of the race. For example, he counseled strongly against Lone Wolf's purpose to try conclusions with the Government by an injunction suit, feeling sure that it meant disaster in the end. Not a few other friends

of the Indians, including the present writer, regarded it as the best thing that could happen to have the law of Indian titles settled once and for all by the highest tribunal, no matter what the result; that it was better that the Indian should know his pitiful status now than to go on longer in a fool's paradise, cherishing childish illusions, making worthless agreements, asserting proprietorship where none existed—being cheated continually, in short, because nobody cared to spread the bare and brutal truth before him.

But to assert, as some have asserted, that Agent Randlett has carried his objection to Lone Wolf's course to the point of making any discrimination between him, his following, and any of the other Indians, is not only false, but silly, as the records show. Not an instance that was cited to me in proof of this charge stood the test of investigation.

It is true that Lone Wolf has had clashes with the agent. Moreover, from what I saw of the agent's manner when badgered beyond what he regarded as the limit of righteous endurance, I dare say that he used language more vigorous than was necessary, and that his voice rose to a rasping pitch. I have seen this occur with white men—even with his best and most respected employees, who are too much attached to him ever to let it disturb their pleasant relations. It is equally probable that as soon as the excitement of the moment was over, the agent's ruffled surface became calm again, and Lone Wolf was treated with as much consideration as ever. Lone Wolf told me that at the time the Government authorized the first payment from the so-called "land money"—that is, the money appropriated by Congress for the purchase of the Indians' surplus lands—he inquired of the agent the character of this payment, as he did not wish to jeopardize his rights as a suitor by accepting any part of a fund which he was denouncing in court as fraudulent and unlawful. The agent answered that it was land money.

This did not satisfy Lone Wolf, who telegraphed to his counsel in Washington, Mr. Springer, asking the same question, and received a response saying that it was a mixed payment—"land money" and "grass money" combined. This was what Lone Wolf had been led to believe it was—a confusion of funds deliberately designed by the Secretary of the Interior to lure him and his followers into accepting it under the guise of mere "grass money," and then using their acceptance against them in court. When he approached the agent with Mr. Springer's telegram, he says the agent "got mad" and roared out: "Springer is lying to you." This hurt Lone Wolf's feelings, and he did not care to talk to the agent any more at that time. Later he received another message from Mr. Springer, correcting the first and telling him the same fact the agent had told him from the start, that the payment was land money alone. That did not appease his injured sense of propriety, however, and he still feels that the agent might have couched his reference to Mr. Springer's telegram in more polite language. It is true, he might. But Lone Wolf's logic does not extend to the point of reflecting that it was he who gave the first offense by imputing a falsehood to the agent, who had only told him the truth.

George Washington, a crassly ignorant and very eccentric negro, who is affiliated with the Wichita on the north edge of the reservation, described to me, with more particularity than he had already

described it in the memorial, an interview in which the agent "got mad" and declared that he, Washington, was "no better than any other damned nigger." This was not courteous; it was needlessly and unpardonably offensive. If he had not lost his patience, the agent probably would not have made use of such a phrase. I was somewhat surprised, however, to discover that it was not this language to which George objected; his mention of it appears to have been merely incidental or illustrative; but his complaint was that the agent had tried to induce him to accept \$40. When I asked George why he had not taken the money, he answered that he refused it because he had been working at the agency blacksmith shop a good while and wished to be discharged, and he felt sure that if he refused the money the agent would discharge him. This was just what the agent did, after making an earnest endeavor to induce George to accept the money. George seems not to cherish, or to have cherished at any time, any hard feeling toward the agent on account of this incident, and it took me a long time to get at the merits of the affair.

It then turned out that the agent, moved by pity for the condition of the Wichitas, had exerted himself to get an appropriation from Congress to pay them for the lands segregated for school purposes at the time of the opening of the reservation; that he had expected a general acclaim of pleasure from the Indians when this effort was successful and the money had actually been put to his credit for a payment; but that George, whose ignorance often took the form of mulish obstinacy, refused his own money and induced others to join him in refusal, on the wanton theory that this payment was some sort of a trick of the Government to entrap their tribe. The agent's temper gave way after a fruitless wrangle, and hence the explosion. George Washington's original \$40 and another \$40 which followed it have gone back to the Treasury and will be carried there on the "Individual Indian moneys" account till the stubborn fellow gets ready to change his mind or his heirs come forward to claim the money after his death.

While I do not approve, and have no purpose of extenuating, such occasional outbursts as are laid to Colonel Randlett's charge, I can not lose sight of the fact that, of nearly 3,000 members of the Kiowa, Comanche, and Apache tribes, a mere handful are at odds with their agent; the attitude of the rest toward him, as manifested by their manner with him and by statements made to me by those whom I have picked out at random for questioning, is as pleasant as one finds among the Indians of any reservation.

Moreover, it must not be forgotten that Colonel Randlett's position has been and is extremely trying, especially since the opening of the reservation let in a flood of whites of all sorts and characters. He has been between two fires—on one side fighting off the whites of the class whose chief means of livelihood is preying on the Indians and, on the other, struggling with a hostile faction egged on and kept in a state of unrest by these same whites. When an agent has sat in one swivel chair for four consecutive years, practically every day from 8 in the morning till 5 in the evening, hearing complaints, issuing orders, writing letters, opening bids, signing leases, supervising accounts, drawing checks, settling domestic disputes, exercising the functions of a guardian for orphan children, unraveling the intricacies of heirship in families where nobody knows certainly his blood relationship to anybody else, adjusting debts and credits between individual Indians,

preparing cases for the prosecution of dramsellers or the ejection of intruders, devising forms for legal instruments which will save some remnant for the Indian after the white man gets through stripping him—performing these and a hundred other kindred duties day in and day out—who will cast the first stone at him if his spirit revolts now and then at an unjust judgment of his motives?

Yet this describes, as well as words are capable of describing, the life Colonel Randlett has led since he accepted the Kiowa Agency in the summer of 1899. In all these four years and more he has had less than twenty days' vacation. His immediate recreations have been an occasional visit to an outlying pay station in the heat of summer or the inclemency of winter; an appearance in court as witness against some one who is trying to rob the poor people in his care; or a personal inspection of an Indian's property at a distance, when a white contractor or a railroad company wants to make a doubtful use of it. How many men in private life could endure such an unremitting grind as this, and meet with a smile a daily accusation of fraud, conspiracy, and misappropriation of funds, often from the very persons whose poor little possessions he is trying to save for them?

The injunction to Peter to forgive his brother seventy times seven times might be paraphrased in a warning to an Indian agent to be prepared to explain to an Indian, a hundred times over if necessary, the same transaction which that Indian has already declared he understands from A to Z. That is what an agent is for—to act as a human phonograph, always on tap. If the agent obtains a lease for an Indian at \$80 a year on public competitive offers, and a white outsider tells the Indian the next day that he ought to have got \$100, it never occurs to the Indian to ask this outside critic to show him the man who would have given him \$100 but away he hastens to abuse the agent for not obtaining \$20 more. That is where the agent's patience comes into play, and Colonel Randlett is only human. It is true that after he has explained the business for the fifth time and the Indian has come back with a sixth complaint, he may turn upon the Indian with a glare in his eye and demand to know whether he has not already made five explanations of that same business and received an assurance of satisfaction with every successive one. The Indian may assent and hurry away, but that will not prevent his telling a fresh story of cruelty and oppression to the next group of sympathetic listeners.

When a father deserts his child and some other relative takes care of it, and the agent at the next payment turns the child's share over to the foster parent, the father at once has a grievance. When the mother and father die leaving no relative worthy to be trusted with the care of the orphan children, and the agent deposits their inheritance in the treasury to await their coming of age, every Indian who ever had anything to do with the family gets up a theory to account for the disappearance of that money. If he can not evolve one from his own mind, he can always find an honest and obliging white pioneer on the edge of the reservation who will invent one for him, and the agent invariably figures in these ingenious fictions as a criminal of the most advanced type. As long as the white man who composes such a story, or the Indian who most industriously spreads it, keeps away from the agency nothing happens; but when one of them comes there and throws out an insinuation of dishonesty under the roof of the agent's own office, he is apt to find out what the agent thinks of him

in language not always chosen from the abridged dictionary used in schools.

The white man understands these fragmentary utterances well enough to glean from them a pretty fair appreciation of the agent's point of view; but the Indian goes away with simply a confused impression that the agent has "made bad talk" and "treats Indian like dog." Patience and a quiet demeanor would undoubtedly effect just as much good and afford less ground for criticism; at the same time an outburst in the heart of a white community under equally exasperating conditions would not be regarded as a sign that the man who had lost control of himself for a moment was bad at heart.

I am moved to say this purely by the impulse of justice, because I was myself on one occasion, if not the object, at least a victim, of Colonel Randlett's temperamental peculiarity. The payment had been ordered, the party had packed their luggage for a trip to the first pay station, and it was almost time to start for the train when some bit of Anadarko gossip reached the agent indicating the intention of the firm of lawyers, to whom he attributed the stirring up of most of his local troubles, to attend the payment and see what went on at the table. The agent called me into his office and inquired whether these persons were to be present at my invitation. I answered that I had invited no one, but that I had told everyone who had spoken about the "privacy" with which the payments were made that this was a mistake; that there was no privacy about it; that any man, woman, or child who came for the purpose merely of looking on, and not as a ruse for dunning Indian debtors or other improper purposes, was as free as I was to come, go, or stay in the pay room.

He responded with much vehemence that he had borne wrong and insult of all sorts, but there was one extremity to which he could not and would not submit, and that was to subject himself and his work to the surveillance of men who assailed his honor as these men had. He could stand such abuse from Indians, who knew no better; but from white men who did know better, and who resorted to these tactics merely in the hope of driving him away and getting a better chance to work their will with the Indians he was defending against them, he would not endure the humiliation and remain in the service. He would rather resign then and there by telegraph.

I endeavored to reason with him, but it was like hurling empty words at a whirlwind. I protested that there would be nothing more in the nature of surveillance in the presence of one citizen than of another at a payment; that I possessed, and should exercise, the same authority under my commission to protect him from insult as to protect the Indians from injustice on his part; that my assurance to everyone of the publicity of the proceedings at a payment was as much for his interest as for anyone's, if the charges against him were, as he said, untrue. No argument moved him from his purpose, and he prepared to telegraph his resignation to Washington, declaring that there was not a room in all the United States large enough to hold him and one of his detractors. Either he must have some assurance against the proposed humiliation, or he should end his administration as agent then and there.

It is only just to Colonel Randlett to say that he avoided, in all this stormy interview, any such attitude toward me personally, or the commission I bore, as could be made the subject of a technical charge of

insubordination. Nevertheless, I felt then, and I still feel, that I had a right to resent such an interference as he proposed with the policy I had mapped out for the conduct of my investigation. I waited till his excitement had cooled, and then set this view before him, informing him at the same time that I should have to place the whole matter before our official superiors in my report. He disclaimed any purpose of disrespect, but maintained his ground inflexibly.

Leaving him alone for a little in the hope that he would come to a better frame of mind, I sent to him a friend of several years' standing, in whose judgment and loyalty I knew he imposed much confidence. This gentleman, who agreed with me that Colonel Randlett was making a very serious mistake, tried to move him in a private interview, but failed. Meanwhile I had seized the opportunity to reason the situation out in my own mind. To have persisted and forced the agent's resignation would have postponed the payment till a suitable bonded officer could have been sent here to make it in his stead.

The Indians who had already been notified and were coming in at the several stations not only would have suffered great disappointment, but in many cases would have been left in distressing straits before their orders could have been countermanded and they and their families been sent back to their homes. It might be impossible to get them together in the same numbers again for the count which was essential to my effort to purge the rolls of any names which did not belong there and afterwards check up the schedule of allotments by the revised rolls, but the consideration which seemed to me in some respects most potent of all was that the resignation of the agent at this time, before I had perfected my evidence, would leave me without the means of procuring his dismissal from the service in disgrace if the proofs should bear out the charges against him. If, on the other hand, the man were innocent, his resignation at this stage would be simply suicidal, as no unprejudiced person could have been induced thereafter to believe that he had not fled under fire. When, therefore, all arguments and appeals had failed to dislodge his purpose, I dispatched to the parties concerned, by one of the Indian police, a note expressing my regret, but requesting them "for reasons which seemed imperative, and which I should explain in due season," not to attend the payment. One of them, who met me at the railway station later in the day, said that this was all right, their only idea having been to see that I should have the proper Indians at hand to help me in my scrutiny of the rolls, but that Lone Wolf and his nephew Delos could undoubtedly see to that.

This change of plan involved another. I had intended to have present a lawyer to look after the agency interests also, but I notified him that his services would not be required, and he stayed at home. Under the circumstances, I took pains to surround the pay table with all the Indians of note known to have joined in criticism of the agent, with explicit instructions to aid me in sifting out error or doubtful cases, and at each stage received from them a written certificate, explained to them and witnessed by interpreters of their own choosing, that the payment had been watched by them and was satisfactory in all particulars. These certificates I told them I wished to show the Great Father in Washington as proof that they agreed with me as to the way the proceedings had been conducted under our joint supervision. The signers were Lone Wolf himself and the whole group whom he asked to have included: Es chi ti, Big Tree, White Buffalo,

Little Bow, Saddle Blanket, Elk Tongue, Wolf Skin, Ko mah ti, Ko mah cheet, Mam sook a wat, To do essey, Hoy koy bitty, Cavajo, Ninsey, Wo haugh, and Delos K. Lone Wolf, and the witnesses, J. P. V. Hunter, Henry Poolaw, Sotero Cerday, Henry Wallace, and James Ahatone. In every instance I left it to the Indians themselves to say who should sign and who should witness, as well as who should interpret the certificate to them and explain its purport. It was a less simple process for reaching the same result, but it answered the purpose I had in view, in spite of the agent's interference with my original plan.

Question 10.—Whether any white men have been admitted to tribal rights without the consent of the Indians, and whether undue advantage has been given to white men who have secured land belonging to Indians.

Answer.—Three white men and two white women were given allotments by special legislation without going through the customary forms of tribal adoption, but in every case, by agreement of the Indians, expressed through a treaty provision. These are John J. Methvin, male, allottee 239; John T. Hill, male, allottee 2097; Daniel A. Grantham, male, allottee 2096; Empey S. Smith, female, allottee 224; and Zonee Adams, female, allottee 2744.

Of these, Grantham was adopted by the Comanche tribe after allotment, and therefore has come in for the payments of land money on the same footing as members by blood. He made an effort to have the members of his family allotted at the same time with himself, on the ground that his special privileges were not confined to him individually, but Inspector Nesler ruled against him, and the family received no land.

Herman Lehman, a white man, has been adopted by the Comanche tribe since the allotment. He has therefore no land, but participates in all the money payments as if he were an Indian.

DEFINITE AND SERIOUS CHARGES.

Although some of the questions in Mr. Springer's list held in solution the material for solid charges, it was not till I reached Anadarko and consulted with the authors of the celebrated memorial that I was able to obtain a catalogue of definite and serious accusations against Agent Randlett. Some of these had already appeared in the memorial; some were put in shape for the first time on the spot. I shall take them up, one by one, as I did the questions propounded by Mr. Springer, stating in each instance, first the charge and then the facts as I found them.

Charge.—That in the spring and summer of 1901, when it was known that the Kiowa Reservation was to be opened to settlement, the Department ordered that the wire fences which inclosed several pastures formerly rented to white cattlemen for grazing their cattle—the rental going to the benefit of the Indians—should be torn down, and the cattlemen be required to take their stock elsewhere; that contracts were accordingly made with Arthur Coleman and Edward F. Mitchell to remove these fences; that Coleman's contract covered the removal of all fences from pastures already abandoned and disused, as these could be removed without detriment prior to the 6th of July, and that Mitchell's was to begin on the 8th of July and continue to the 6th of August, the date set for the opening, and covered the pastures then occupied by cattle; that Coleman carried out his contract; that on or about the 6th of July a number of cattlemen affected by the order of removal met at the agency, and by collusion with the agent and Mitchell made illicit contracts whereby Mitchell bound himself to leave the fences standing for an indefinite period longer around

certain pastures occupied by these cattlemen, receiving in consideration thereof their promissory notes for various sums, which were to be paid at or collected through the agency; that soon thereafter, through some medium unknown, the Department was induced to suspend the order of removal in the interest of the cattlemen; that most of the cattlemen met their notes when due, but that one of them refused to do so on the ground that his contract with Mitchell was for an unlawful consideration, and that Mitchell accordingly sued him, and the case was still in litigation; and that from these illicit contracts, which were practically contracts for continued pasturage without the sanction of the Government, the agent reaped a large profit, while the Indians, who should have profited by the rentals if the pastures were to continue in occupation of cattle, received nothing.

Facts.—There were several cattlemen who had been occupying pastures on the Kiowa Reservation and paying rent therefor, who desired to keep their cattle there for a longer period. Their only meeting at the agency occurred on the day of the opening of the competitive bids for the contract for removing the wire fences between July 8 and August 6. They were all bidders, each putting a proposal for removing the wire around his own pasture. Their evident intention was to obtain this contract and then keep their pastures inclosed down to the last possible day of grace. When the bids were opened, however, it was found that Mitchell, though not bidding as low as some of the others had on removing individual fences, was the lowest bidder—and indeed the only bidder—on removing the whole lot, which was what the Department's advertisement called for. The award was therefore made to him for the entire work, and he prepared to execute it.

As Coleman, who had been the contractor for stripping the abandoned pastures of their fences, had invented an apparatus for taking up the wire on spools as fast as removed, and was already experienced in the business, Mitchell engaged him to superintend the latter job, giving him a half interest in the profits. They had proceeded only a little way with this undertaking; however, when they suddenly found themselves deserted by their men, who had caught the local land fever and gone off to see about procuring homesteads for themselves. Mitchell, therefore, with a \$3,000 penalty staring him in the face, sought to procure the prolongation of the contract period by a few days, so as to be able to finish his task and save his bond. At the same time the cattlemen were making such representations at Washington as to the inconvenience and loss they would suffer by being suddenly forced to take their stock away in the midst of the grazing season that the Department was led to postpone the date for removing the fences on the Kiowa, Comanche, and Apache Reservation till October 1. This order was issued on July 15, and was at once communicated to the contractor, but to no one else, the Government recognizing no other parties in the premises.

Meanwhile the cattlemen concerned had got together and talked the situation over, with the result that they wrote Mitchell to meet them at Marlowe, Ind. T., for a conference. At this rendezvous they proposed as a group an arrangement which some of them had already suggested as individuals, namely, that if he would leave their particular fences standing till the last they would pay him for the concession. According to his own testimony, he jumped at the chance of making some more money, and as he had the contract for doing the whole job without any restrictions as to where he should begin or end it, he felt at liberty to turn a few dollars more by leaving intact till the last those pastures whose occupants were willing to pay him for

the privilege. He framed his contracts so as to avoid saying anything about pastures or grazing or cattle (subjects with which he had no legitimate concern), but to deal exclusively with the fences and their removal, a field in which he had now practically despotic power. When one of the men who had contracted with him refused to settle, Mitchell sued for the amount involved and got judgment in his favor, both in the court of original jurisdiction and on appeal, the courts holding that he had not exceeded his lawful rights in the matter.

The agent, finding the cattlemen, though not formal lessees, still in possession of the pastures when the date finally set for the removal of the fences approached, demanded payment of various sums for trespass. In a few instances, where the parties had not entered into contract with Mitchell, the trespass money was paid and deposited by the agent to the credit of the Indians. In most of the other cases his demand, though repeated, was ignored; in a few there were unsatisfactory responses. One of the cattlemen who had ignored the demand, when I asked him on his sworn examination the reason for this conduct, answered: "As I was paying Mitchell, I did not feel that I was called upon to pay a second time for the same pasture. I thought they (the agency people) were trying to 'hold me up.'" The local standard of morals, fortified by a few typical experiences with public servants in a new community, doubtless justified the assumption that everybody who figured in such a transaction, however incidentally, must have made something out of it. But even the most willing witnesses, when pressed for some evidence to indicate that the agent himself, or anyone connected with the agency, had shared in Mitchell's profits, frankly said that there was none; it simply struck them as a natural hypothesis—nothing more.

Charge.—That the Government supplied Edward P. Mitchell, the contractor for removing the wire fences at the opening of the reservation, with the horses for his work; that these horses were bought in open market at \$100 apiece, and that at the close of his work he bought back again as many as he wanted at a fraudulent auction, at prices ranging about \$33 apiece, and that this repurchase was made through collusion with the auctioneer, the horses being put up in the usual manner, but Mitchell bidding them in through a third party, one Frank L. Hollinshead, to whom the auctioneer knocked down, at his own price, any animals indicated by a signal from Mitchell.

Facts.—Mitchell supplied his own horses, as well as all his other material, for the execution of his contract; so there is the first blunder in the charge. Inspector Nesler, however, bought of Mitchell, by authority of the Indian Office, the horses, mules, wagons, and harness needed for his allotting crews to do their work in the field. This is probably what the scandal seekers got hold of. The open-market purchases were authorized, as shown by the official correspondence, because the time allowed by Congress for finishing the task was so short that it would not admit of advertisement in the usual way, and an emergency purchase offered the only solution of the difficulty. Instead of going himself to the nearest available market and buying his material piece by piece of different parties, assuming all the expense and risk of transportation to the field of operations, etc., Nesler contracted with Mitchell to furnish his entire equipment at certain uniform prices.

These included, in three different purchases, 8 horses at \$107.50 and 20 mules at \$115, all warranted as to quality and all set down safe and sound, within a period specified, in Anadarko. The expenditure

on these items aggregated \$3,160. The animals purchased in the summer of 1900 had a year's hard service. Those purchased later had from three to six months of the same. One horse was injured in the field so badly that it was issued to an Indian who thought he could doctor it up and make use of it. At the close of the allotting work all the rest were turned over to Agent Randlett, receipted for by him, taken up on his property accounts, and merged with the other stock at the agency and the schools attached thereto. All the best animals that could be used for agency or school purposes were kept for that. The poorer quality and the surplus were passed upon by the usual board of survey, condemned, and sold at public auction between three and four months after the agent had taken them up. The advertisements of the auction were in the usual form of such notices—mimeographed posters tacked up on the agency bulletin board, on the walls of the post-office, and in other public places where interested parties would be likely to see them, as well as mailed to everyone who could be thought of as a possible purchaser.

The auction occurred on the afternoon of October 14, 1901. On the morning of that day Mitchell, who, though not a notable expert in horseflesh himself, always had his eyes open for a chance to turn a dollar, called upon Hollinshead, who was then running a livery stable, and asked him to go over to the agency and buy some animals, as he (Mitchell) did not care to appear on the public records as the purchaser, obviously because he did not wish to have invidious contrasts made between the prices he had charged the Government and the prices at which he hoped to buy at the auction. Hollinshead went with Mitchell to the agency where the sale was held. They looked over the animals together, and then Mitchell left the purchases to Hollinshead's judgment. Hollinshead bid for the horses he thought well of; but when in doubt whether to raise a bid, he would look at Mitchell, who would signal him what to do.

Hollinshead, in his sworn testimony, says that he succeeded in getting all the animals he really wanted, and at bargain prices. What he bought were 1 horse at \$21, 2 horses at \$50 each, a pair of mares for \$86, and a pair of mules for \$76. The sale was meagerly attended and the bidding lacked spirit. From other persons who were present I learn that two or three lots were temporarily withdrawn from sale because the bids for them were \$5 and thereabouts, and the agent would not consent to such a sacrifice. Once or twice the agent fell afoul of the crowd and scolded it with what the Indians call "bad talk" because it was always trying to get something for nothing whenever it did business with the Government. The three circumstances which seem to have impressed Hollinshead most deeply were (1) that Mitchell had a premonition that he would get bargain prices; (2) that the animals actually did sell low, and (3) that at the close of the sale he (Hollinshead) made a string of his purchased stock and trotted it away without stopping to pay a dollar, while Mitchell went inside the office—Hollinshead does not know what for.

It appears never to have occurred to him (1) that Mitchell has been for years watching Government condemned sales, and knows that in the frontier country nothing ever brings a reasonable price; (2) that Mitchell's mysterious disappearance inside the office was for the same purpose as similar visits by the other successful bidders—to settle his bill, without which preliminary the goods would not have been deliv-

ered; and (3) that by his (Hollinshead's) own testimony Mitchell did not make so tremendous a stroke of business with the animals he had himself sold to the Government. For the pair of mares, which are the animals on which Hollinshead lays special stress as bargains, were never sold by Mitchell or bought by Nesler, but were a part of the stock bought of a hardware company in Chickasha, Ind. T., by A. J. Perry, who had charge of the allotting work on the north side of the Washita River before Nesler was given jurisdiction of it. These mares Hollinshead bought for \$86 for the two, when he considered them worth \$125 to \$150. But of the Nesler stock he has only to say that there was one inferior animal which "brought all it was worth," while the others were "bargains." Of the purchases made by the other bidders than Mitchell he thinks all were "legitimate," and the only reason he gives for regarding Mitchell's bargains as illegitimate was that he (Hollinshead) was not called upon to pay Mitchell's bill for him—a circumstance which he seems to think indicative of an illicit understanding between Mitchell and the agency people.

But let us see what purchases Hollinshead regards as legitimate. The only stock sold at auction to others than himself were:

1 horse for	\$44.00
1 horse for	40.00
1 horse for	36.00
1 horse for	39.00
4 mules (average)	35.25

Assuming that the one inferior animal bought for Mitchell was the \$21 horse—which there are tributary grounds for believing—it appears that Mitchell, if he did have an illegitimate understanding with the agency people, must have been badly fleeced by his wicked partners; for he paid \$50 apiece for two horses, while legitimate bidders got off with an average of \$39.75 apiece; and he paid an average of \$38 apiece for his mules, while they escaped with \$35.25. In brief, the extra tax on Mitchell for being so "devilish sly," was \$10.25 on every horse and \$2.75 on every mule he bought. I have the honor to recommend, therefore, that a fresh investigation of this case be made by some one clever enough to discover whether it was the agent or the auctioneer who was the manager in chief of this nefarious conspiracy whereby the Government came out \$26 ahead; in order that the guilty party, when detected, may have a medal struck in his honor as the first discoverer of a means of "boodling" that actually brings a profit to the public treasury.

Charge.—That at a general council called by him some years ago, Agent Randlett proposed to the Indians that the money paid in rentals by cattlemen leasing pastures on the reservation should no longer be distributed in toto among the Indians, but that the agent should retain \$10 from each Indian's share every six months, and with the fund thus collected buy cattle for the Indians to own individually, as the nuclei of herds which would eventually bring them large profits; that they consented, and he retained the money; that he never bought any cattle with it for the purposes mentioned, but put off the Indians with one extra ration of beef as a substitute therefor; that in order to supply this extra ration he made purchases of beef from friends and confederates in open market, paying extortionate prices for short weight and bad quality; that even in this form no Indian received the equivalent of his \$20, but every one had to be contented with a piece of beef that could have been bought at a private store for between \$1 and \$2 at the outside; and that the agent has never, to this day, accounted for the money thus retained by him under false pretenses, but pocketed it himself or shared it with his colleagues in crime.

Facts.—The only general council called by Agent Randlett since he has been at this post was held at Mount Scott on the 9th, 10th, and 11th of October, 1899. The minutes of the council show that on the second day, Quannah Parker, chief of the Comanches, "proposed that the honorable Secretary of the Interior be asked to have \$60,000 of money that the Kiowa, Comanche, and Apache Indians now have on deposit in the Treasury Department at Washington set aside so as to be expended in the purchase of young heifers, to be distributed among the tribes per capita in lieu of cash. Agent Randlett remarked that the idea was a good one, and advised that it be considered in the evening camp councils and acted upon the next day. *Agent also advised consideration of the fact that the present was not a good time to purchase cattle. Besides this, a great number of the Indians were not at present time in circumstances to enable them to properly care for the young cattle.*" (The italics are mine.) On the following day the minutes show that the "agent asked that as many as favored the proposition of having \$60,000 of their grass money used for the purchase of young heifers, 1 and 2 year olds, to be issued per capita instead of cash, to hold up their hands. Council unanimously in favor of it." It is plain from this contemporary record that Agent Randlett, though then new to the field and pleased with the first appearance of the cattle-purchasing project, was somewhat guarded in his judgment of its immediate practicability.

The minutes of these proceedings were forwarded to Washington, where the Department acted upon some of the matters that had been discussed and voted on, but ignored entirely the cattle question. Meanwhile the agent, who had found an opportunity to look over the records of his predecessors, reached the conclusion that the cattle scheme was impracticable, and that no matter how honestly administered, it would be more likely to breed bickering and scandals than produce profit. He, therefore, never stirred up the question again, and as no general council was held later to which he could report his change of mind, the whole matter was dropped. The "grass money," or pasture rentals, however, amounted to only enough to yield a per capita of \$30 at the next payment, made in February, 1900; and when at the following payment, made in July, 1900, the per capita jumped to \$40, and continued at that figure for two payments more—January and July, 1901—some of the Indians, or their hyper-interested "friends" on the outside, assumed that the \$30 must have been so small because the agent had held back \$10 from every share to purchase heifers as proposed at Mount Scott.

Why they should have supposed this, when the payment of July, 1899—nearly three months before the Mount Scott council—had been \$30 also, is difficult of comprehension except by those who appreciate the somnolence of the logical faculty in the uneducated Indian, and also his habit of confusing dates after an event is some time past. However that may be, the notion of the retention of the \$10 per capita at one payment found lodgment in the minds of a few of the Indians, who perhaps learned this summer for the first time the fact that there was not the remotest relation between the Mount Scott cattle talk and the size of the next per capita payment.

The story about the "special ration" can not, however, find even such an apology. It was a lie made out of whole cloth, there being not a shred of fact, or even apparition, behind it. The only special

issue of beef the present agent has ever made took place at a single substation near the town of Cache on July 15, 1902, nearly three years after the Mount Scott council and two and a half years after the \$30 payment of January, 1900. The entire issue consisted of seven head of cattle, taken from the agency corral. This beef was slaughtered and dealt out to a few hundred Comanches, who had gathered at Cache for a payment, but owing to a delay in forwarding the money from the Treasury, had been disappointed as to the date. They were encamped at a place where there were no ordinary sources of supply. Their provisions, which had been brought along in anticipation of a very brief visit, became exhausted, and the agent, recognizing their needy condition, through no fault of their own, telegraphed orders to the district farmer at that station to slaughter enough of the agency cattle to save the poor people from hunger.

Except for the purpose of emphasizing the wanton malignity of this lie, it would be a waste of space to cumber this report with a reminder that the beef for Indian agencies is bought by the Department at Washington and not by the agents, or that the Department does not buy its beef in open market, but through the process of competitive sealed bids. Anyone who reads the newspapers can find there the whole story of the annual lettings. One contractor, with a contract running through the entire year, supplies each agency with its beef at such times and in such quantities as may be called for by the agent, and at a uniform price per pound. The only exception to this rule is made in favor of Indians who are cattle raisers. From these the Government buys, when it can, a part of each year's supply at the same price it pays to the contractor, simply for the purpose of encouraging its wards in their efforts at self-support.

So this gratuitous fiction melts away before these facts, perfectly easily ascertainable by its authors if they had desired to know the truth; that there never had been any action by the Government on the Mount Scott cattle scheme; that not a dollar was retained from the next payment or any later one; that there has never been a special issue to the three tribes since Agent Randlett took charge of them as a substitute for nonpurchased cattle or anything else; and that, if there had been such a special issue, the agent would not have had a chance to favor his wicked partners, since he has no more to do with purchasing beef for his agency than with gilding the dome of the Les Invalides.

Charge.—That Jack Kone tah le, a Kiowa Indian, received at the summer payment of 1902 only \$25 of the \$50 due him, an agency clerk threatening to put him in jail if he did not leave the other \$25; that at the winter payment of 1903, although entitled to draw \$100 as his own share and that of a dead brother, he received only \$13; and that he had no idea why the balance of his money was withheld from him in either instance. This was a sworn statement contributed by Jack to the memorial, where it will be found on page 3.

Facts.—As here appeared to be a clear case of robbery, I hunted up the check stubs, which indicated that there had been issued to Jack at the summer payment in 1902 two checks for \$25 each and at the winter payment this year three checks, respectively, for \$55, \$32, and \$13. When Jack came to the pay table I swore him and, after considerable fencing with the subject, he confessed the whole story, obviously to his deep humiliation, as a score or more of his fellow Kiowas were standing about, to say nothing of the white spectators

who were continually coming and going. He said that he stole a saddle—I ascertained from other sources that it was both a saddle and a bridle—and a bunch of horses, and that the checks which he did not take away from the pay table himself he had voluntarily turned over to the victims of his thefts. One of these, Kiowa Charlie, stood at his side while he made his confession.

Charge.—That D. O. Swain of Stillwater, Okla., offered \$80 annual rent for the S. $\frac{1}{4}$ sec. 21, T. 4 N., R. 14 W., Kiowa Reservation, allotted to Odlepaugh and Spotted Horse; that the offer was made in writing to the farmer at Rainy Mountain School and supposed to have been filed in the agent's office; that the agent, nevertheless, leased the land to some one else at \$50 a year; that the agent wanted Odlepaugh to sign for his (the agent's) lessee, but Odlepaugh would not do this, and that the agent then refused to allow Odlepaugh to retain the witness fees he had received at some trial.

Facts.—The land obviously referred to is not correctly described, as the leased quarters of the two Indians named are the N. E. $\frac{1}{4}$ sec. 20 and N. W. $\frac{1}{4}$ sec. 21, T. 4 N., R. 14 W. This is an error which might have been made through lapse of memory. The statement that the land was rented to "the agent's lessee" for \$50, as against \$80 offered by an unsuccessful bidder, is false, however, and must have been either recklessly made or known to be false by the author of the charge.

There were four bidders on this tract. On January 10, 1902, S. E. Scott, of Saddle Mountain, offered \$20 a year, to build three-fourths of a mile of fence and a log house and to break out 60 acres, the lease to run five years.

On April 10 T. R. Kennedy, of Springfield, Okla., offered \$40 a year to fence three full sides of each allotment with three strands of wire, on posts 1 rod apart, the lease to run three years.

On April 20 Dan O. McSwain, of Apache, Okla., undoubtedly the person referred to in the charge, made an offer identical with that of Kennedy as originally written. This he afterwards modified, as will appear in a later paragraph.

On June 26, Charles L. Taylor, of Springfield, Okla., offered \$40 in cash but no improvements.

Scott's bid was thrown out because he offered less than the land was worth; Taylor's could not compete with Kennedy's or McSwain's. As between the last-named two, Kennedy received the preference because his application bore date ten days ahead of McSwain's. Neither of these parties was personally acquainted at the agency, so far as I have been able to discover. Certainly no favor has since been shown the successful bidder, who is now defendant in a suit brought by the agent for defaulted rent; and that Mr. McSwain himself is not consciously suffering in mind, body, or estate from blacklisting at the agency, or finding any serious fault with his general treatment there, is pretty conclusively shown by the way he continues to figure as the lessee of other Indian lands.

A color of injustice was given to the award by the discovery, made on my examination of the original documents, that after the original offers of McSwain and Kennedy had been filed in precisely the same form, McSwain came to the agency and added to his, evidently in the handwriting of one of the clerks there, a further proposal to break out 80 acres of land. This would appear, at a first glance, to make his offer much more valuable than Kennedy's. But among the papers in the case I find a letter from Miss Isabel Crawford, a missionary

thoroughly alive to the interest of the Indians, which says that "all but about 80 acres on both places is timber land running up against the mountain." As each allotment consisted of 160 acres, and a considerable part of this was already under cultivation, the breaking out of 80 acres more of virgin soil on either would have involved either farming the mountain—an impracticable proposition—or the sacrifice of more or less of the timber on the remainder of the tract, which, for the future good of the Indian property, it was the agent's duty to prevent. That belated feature of the bid was therefore disregarded, and the Kennedy and McSwain offers were compared as if they had remained as at first, identical.

As for the rest of the charge, it appears that Mr. Sisney, the farmer for the Rainy Mountain district, where the lands in question are situated, found a white man named Ferguson occupying these two allotments by a private arrangement with the Indians, and put him off as a trespasser. This is in accordance with the rules of the Department, made for the protection of the ignorant and helpless red men. Ferguson, of course, knew better than to make such an arrangement, being aware that all leases, in order to be regular and valid, require official approval. After making his left-handed bargain he attempted to amend matters by going through the required forms, and again chose a roundabout rather than a direct course, but awoke to his mistake when he was turned adrift, and a tenant who had proceeded in a lawful manner to make a lease was placed in possession. The Indians were indignant, too. He had succeeded in making them think that they were better off in his hands than they would be when the agent collected their money and doled it out to them at half-yearly periods. Sisney sent for them, and appears to have opened his interview by the payment to Spotted Horse of \$2, which was due him as a fee for appearing as a witness in a case which had recently been tried at Hobart. It was Sisney's personal check, tendered and accepted as a favor to save the Indian a trip to town.

This may have been with a view of soothing the ruffled feelings of his visitors and paving the way for what followed; at any rate Sisney next suggested that they give their consent to the Kennedy leases. They refused, quitted his presence, and turned their faces toward home. When they had gone some distance he sent a policeman after Spotted Horse to demand back the \$2 and tell him that he must now go to Hobart for it.

The consent of the Indians was afterwards given without compulsion or improper persuasion, the testimony of Miss Crawford being clear as to their understanding of the matter finally, and their willingness to do business in the manner prescribed by the Government.

So the charge as stated differs from the facts as found in several particulars, even if we pass over the mistaken description of the lands:

(1) The allotments were not refused to a lessee who offered \$80 a year and rented elsewhere for \$50, but the offers of the successful and the unsuccessful bidders named precisely the same rent.?

(2) The agent had nothing to do with trying to obtain Odle paugh's consent to a lease to the successful bidder, but sanctioned the lease only on official information, conveying to him with the customary formalities that the Indian's consent had been given.?

(3) The white man for whom Odle paugh was contending was not McSwain's rival bidder for the lease, but an intruder who had come

in without authority, never had any but an oral understanding with the Indians, and could have broken that without subjecting himself to any legal penalty.

(4) The agent had nothing to do with the incident of the witness fee, and did not know of it till it came up incidentally to another matter; and the district farmer, who was the functionary concerned, did not rob the Indian of his fee, but at the most merely postponed his enjoyment of the money by making him go out of his way to get it again. This may have been the outworking of a petty spirit, but it did not reach the dimensions of a crime. In any event the agent was not responsible for Mr. Sisney's acts, as he does not appoint the district farmers.

Charge.—That Father Isadore, a priest of the Catholic Church in charge of its mission at Anadarko, conspired with Agent Randlett and Inspector Nesler to have a certain quarter section marked on the Government maps untruly as allotted land for the purpose of misleading would-be homesteaders and inducing them to pass it by in their choice of lands; that the priest paid an Indian \$100 to relinquish his rights in the premises; that after the land was thrown open the priest tried to compel the homesteader to make good to him the \$100 he had paid to the Indian, and that only by this means the truth came to light.

Facts.—While the allotting work was in progress Father Isidore expressed his desire for the segregation of one quarter section just south of his mission for church, as distinguished from mission purposes. He proposed having a church edifice built on it. The law limited the religious segregations to a quarter section for each denomination, but the point raised as to the distinction between church and mission was a novel one. There was already, moreover, an old Kiowa burying ground on one forty of the quarter, which Father Isidore said it was his purpose to preserve, as well as a ground for general cemetery purposes, open alike to Catholics and Protestants. Father Isidore enjoys the widest respect throughout the region as a broad-minded and humane man and a practical and useful missionary, and it seems to me that Mr. Nesler did no more than any reasonable person would have done in his position in segregating the quarter indicated till the Department should have a chance to pass authoritatively upon the point raised. No Indian was designated as the allottee, but the inspector's report furnished the Government with all the facts in the case and left the matter there. The first maps and plats issued, therefore, had this quarter marked as allotted; but the Department's ruling adverse to the segregation was promptly made, and the next edition of the land map showed all the quarter except the cemetery forty as subject to homestead entry.

A filing was made on the eligible land by one Clark, who presently conveyed it to one Cornwell. At this stage Father Isidore appeared on the scene again with a request that Cornwell pay him \$100 for the improvements on the land, including a complete fence and some small buildings. It was then that the fact became public that a Kiowa Indian, Oscar Apeatone, had been occupying the land before the reservation was opened, and had started to improve it—largely, as it appears, with Father Isidore's assistance. When Father Isidore decided that he wished to have the land segregated and a church edifice built on it, he bought Oscar's improvements for \$100, Oscar arranging to take his allotment somewhere else. When the bulk of the land passed into the hands of a responsible private owner, Father Isidore merely asked to be reimbursed the sum he had paid in good faith for

the improvements, of which the new proprietor was now to get the benefit.

I can not find the slightest trace or hint of official corruption anywhere in the transaction, or anything that so much as savors of double dealing as between the private parties. The instructions to Mr. Nesler were certainly broad enough to cover tentative segregations of this kind subject to the Department's approval; and there is nothing in the fact of Father Isidore's purchase of the Indians' improvements and his proposal to sell again to the permanent proprietor without even asking for interest on his investment—a transaction of which he has spoken with perfect freedom to anyone who has approached him on the subject—that is not consistent with honor and uprightness as a business man and entire propriety in his religious office.

Charge.—That William Lone Wolf, who received allotment No. 1901, is a negro, picked up at some Indian school and brought to the Kiowa Reservation and afterwards enrolled as an Indian; that he got his allotment and left, and the records will probably show that he has regularly received his pay; that last winter certain suspicious persons wrote him asking as to this, and from his answer they feel confident that he sent their letter to the agent, who wrote him what to answer; that from his letter it is clear that he had not received his money, but the agent sent it to him then. It is believed that when the money was not paid to the Indian, the agent will claim that he deposited it for the Indian in the First National Bank of Anadarko.

Facts.—William Lone Wolf is part negro and part Indian. He was formally adopted into the Kiowa tribe at the request of ex-Chief Lone Wolf, who represented that William was a Creek mixed-blood, and a pupil at Chilocco School, with neither parents nor home; that he (Lone Wolf) felt sorry for him and wished to adopt him as his son, and that the Kiowas had consented to take him into the tribe. I looked up the stub of the check sent to this young man, who is still at Chilocco, for last February's payment. As the check books come to the agency already numbered there could be no transposition of checks without its revealing itself, and the stub for this one was in its proper place. It was mailed on February 25, at the same time with other absentee checks. A letter dated March 3 acknowledges its receipt "and many thanks for it." The intervening correspondence described in the charge must therefore have been conducted with considerable rapidity, and as William writes English and expresses himself quite as well as the ordinary Caucasian in his part of the world, the theory that he has suffered ill treatment in silence, or entered into collusion with the agent to cheat himself, hardly appeals to the unbiased judgment.

Of kindred character and about equal substance I find the next—

Charge.—That Loma Anagoom, an Apache woman, left the reservation a year before the allotments were made and went to the Mescalero Agency in New Mexico. She has not received the money which should have come to her. Her allotment is leased, and there is considerable lease money due her. The woman's brother, Joe Hunter, says that she has never received any money.

Facts.—With this array of information before me I halted Joe Hunter as soon as he showed himself at the pay table, and examined him. He not only denied that he was Loma's brother, but that he had ever represented himself as such to anyone. He said that he was "a sort of friend of her's."

Although the authors of the charge had given no hint of any other relative of Loma's whom I could get hold of, I succeeded in discovering one on my own account—no less a person than her sister,

Dah tah hay, who had interested herself a great deal in Loma's property matters. She admitted, on examination, that it was within her own knowledge that Loma had received her money regularly up to the February payment; as to that one, she could not speak with certainty. So I searched the stub books and found the record of the February checks for both land money and lease money, forwarded on the 25th of that month to Loma, in the care of the superintendent at Mescalero. Then I sent the numbers and dates of these checks to the Assistant Treasurer of the United States at St. Louis, who promptly hunted up the canceled checks in his vaults and sent me copies of their indorsements.

Loma Amagoom is an allottee on the old Kiowa Reservation, but lives with her husband, Charlie Good, in New Mexico. The records all corroborate Dah tah hay's statement that her money has reached her regularly, and her receipts are on file.

Charge.—That an effort to call Agent Randlett and Inspector Nesler to account before the grand jury for permitting a large number of false allotments to be made failed because the United States district attorney, Hon. Horace Speed, was so strong a friend and defender of the agent that he would not permit the examination of enough witnesses to bring out the facts; that among the witnesses summoned but not permitted to tell his story was M. E. Monsell, a surveyor attached to the Government's allotting staff; and that when the grand jury, owing to the paucity of evidence before it, was unable to find ground for a presentment against anybody on this score, the members were induced to join in a "whitewashing" testimonial to the agent. (See pages 11, 12, 13 of the memorial.)

Facts.—I had before me, among other witnesses for sworn examination, Joseph B. Montgomery and George W. Gardner, of the grand jury which met in Anadarko in July, 1902. By advice of counsel they responded to my request for a full story of what took place in the grand-jury room. As they were the two members who had raised whatever objection was raised at all to the conduct of the district attorney, I am bound to assume that they made out their case before me as well as it was capable of being made out.

It appears from the testimony of these witnesses and others that a petition has been passed around the town—where were gathered, at that time, a large number of persons on the qui vive for a chance to file a homestead claim on some of the land in the neighborhood—asking the grand jury to investigate the question of false allotments. Every allotment whose falsity could be proved, of course, would be thrown open for white settlement, and the white man who got the information first could slip in ahead of his fellows and make the first filing. The grand jury took up the question, and Messrs. Montgomery and Gardner, and any other jurors who could and would do so, were requested to hand in the names of witnesses who could testify on this point. The two jurors named above appear to have made such selections, and then, when their picked witnesses were unable to produce any proof, they demanded that all the signers of the petition should be examined. To this the district attorney demurred, on the ground that, as they had been unable to discover anything through the witnesses specially selected by them, it would be an unjustifiable waste of Government money to subpoena a large number more, unless some assurance could be furnished in advance that these would give material evidence. Out of that refusal to continue to an indefinite extent a programme which had proved abortive as far as it had gone, grew the temporary controversy and all the subsequent criticisms of the district attorney.

But the key to the whole business seems to me to lie in a passage of Mr. Montgomery's testimony before me. Describing a conversation between himself and the district-attorney, he said:

He (the district-attorney) says to me: "As you are going to take this matter up, I will tell you what I will do. If you will get proof that there was any dead Indians allotted, I will see that they are canceled. I will recommend, and they will be canceled."

When he said that, says I, "Who will get those claims?"

He laughed; I don't know whether he said anything.

I was not going to furnish the evidence and let him sell out, as I am sure he would have done.

In other words, if there was going to be any profit in this matter, Mr. Montgomery proposed making it himself. The drift of the evidence generally indicates to me that that was the ruling idea behind this whole enterprise in the grand jury room. I am the more impressed with this view by testimony which came to me from another source, that Juror Gardner offered one of the witnesses \$100 if the witness would find him a false allotment on which he could file a homestead claim. It is hardly wonderful that, under these conditions, the district attorney took the position he did. It was surely not the function of the grand jury to go into business, behind closed doors and at a heavy expense to the Government, of hunting up unoccupied homesteads for one or more of its members to file claims upon. As I had considerable experience, during my investigation, with witnesses who knew everything before they came to the stand and nothing after I got to questioning them, I can feel considerable sympathy with Mr. Speed.

Mr. Monsell, one of the witnesses brought before the grand jury, complained to me that he was given no chance to tell what he knew, because the district attorney put a question to him and he was unwilling to answer it plainly "yes" or "no." When he insisted on his right to answer the question in his own way, he was dismissed. The question was: "Do you know whether there was any dead Indian or other illegal allotment made?" The reason Mr. Monsell did not care to answer directly was that, owing to a similarity of names between two Indians, a mistake had been made at the agency in one of the memoranda he had sent in, and he was suspicious that this and other allotment records had been trifled with. I ran this case down, and found that the error he complained of had been made through the carelessness of a district farmer, but had been promptly discovered and set right, as it was bound to be, by the system of checking up employed. His suspicion was therefore unfounded, but I do not yet see why he should not have answered "yes" to the district attorney's question, and then offered his explanation and had the matter straightened out on the spot. The controversy was unfortunate, but no one was ultimately injured by it.

As to the testimonial signed by the grand jury saying that as far as it had gone it had discovered nothing wrong in Agent Randlett's conduct of affairs I do not find that the idea originated with Mr. Sweet, though he probably acted as amanuensis for the jury in its formal composition. Back of any action or suggestion in the grand jury room lay a demand from the agent himself. When the word was conveyed to him that the attention of the grand jury had been directed to certain recent proceedings at the agency he did not stand on the defensive for a moment, but returned a message at once urging the

fullest possible investigation. This aggressive stand on his part left the jury in a position when in ordinary justice it had only one course to pursue when it had finished its inquiry—to condemn him if it found reason for doing so, to exonerate him if it didn't, and to meet his challenge with a definite report in either event. The correspondence—for that is what it amounts to—speaks so well for itself that it had better go into the record herewith:

KIOWA AGENCY,
Anadarko, Okla., July 24, 1902.

To the foreman of the grand jury now in session at Anadarko, Okla.:

Sir: Having learned that your jury has been presented with a petition signed by 70 persons, residents at Anadarko, requesting investigation of affairs connected with this Indian agency and reflecting upon its conduct under my administration, and having learned with regret that this petition before you is likely to be ignored without action, I hereby most earnestly request, if any way can be found consistent with the dignity of the law that this matter can be properly taken up by the jury, that it will be done, and that every individual worthy of consideration whose name is affixed to the petition referred to herein may be summoned before the jury and upon his oath made to disclose all that he knows or that he considers justifiable for the assault made upon the honor of any official connected with the affairs of this agency. I especially plead that those persons who hold office of public trust, and such as are candidates for election to such positions, may be brought to give their evidence to the jury.

Most respectfully,

JAMES F. RANDLETT,
Lieutenant-Colonel, U. S. Army, U. S. Indian Agent.

ANADARKO, July 26, 1902.

Col. J. F. RANDLETT,
U. S. Indian Agent.

Sir: This grand jury have carefully examined witnesses and papers as fully as we could, claimed to know or show that allotments had been made to Indians after they were dead or before they were born, or to whom double allotments had been made, and also compared those papers and that testimony with the original allotment rolls and the testimony of a clerk well versed in them. We find the supposed improper allotments were not made as charged, but that they appear to have been, and we were entirely satisfied they were, duly and properly made; and the rumors of illegal or double allotments, so far as we have been able to test them, are wholly untrue.

JACOB A. BECKER, *Foreman.*
JAMES J. AKER.
W. H. STARKWEATHER.
W. V. CULVER.
W. A. CRUM.
J. A. BUNTIN.
SAM B. NELSON.
G. W. GARDNER.
M. M. SMITH.
J. B. MONTGOMERY.
J. W. LEAZENHY.
JOHN CRAGGS.
GUY F. GLOSSBRENNER.
J. C. RICHEY, *Clerk.*

Charge.—That the agent, in distributing wire for fencing, discriminated on partisan lines between the Indians, refusing wire to those who followed Lone Wolf in his controversy with the Government.

Facts.—This charge is not borne out by the record. The manner of issuing wire has already been described in this report. Twenty Indians joined Lone Wolf in his revolt and refused to accept their per capita shares of the first payment for the surplus land of the three tribes under the Jerome treaty. Of these, all except four have had wire issued to them and receipted for it, and I do not understand

that any of the four exceptions applied for wire when it was to be had, and complied with the conditions. Lone Wolf himself received two issues of 1,270 and 2,000 pounds, respectively; Waterman had two, 1,475 and 900 pounds; Ko mah ty had two, 2,000 and 1,500 pounds; and Ah tape ty had two, 3,000 and 300 pounds; White Buffalo drew 2,200 pounds, and Jack Lone Wolf, Walter Lone Wolf, Gad a chet, Kan ta bone, Ta nee quoot, Little Bow, A maun ko mo, and Boot pan le drew 2,000 pounds each; Willie Maunha, Robert Ah Sin, and Kiowa Bill 1,500 pounds each, and Humming Bird 936 pounds. This issue of a grand total of 36,381 pounds to Lone Wolf and his following seems to me to be doing pretty well for a group of Indians who were refused an issue of wire because the agent was prejudiced against them.

Charge.—That during the year 1901 John H. Seger, principal of the Seger Indian School, in Oklahoma, advertised for proposals for supplying 50 cords of firewood for the school, and contracted with the lowest bidder, Jasper Exendine, resident on the Wichita part of the reservation, to cut the wood on that reservation and deliver it at the school at the rate of \$3.90 per cord. That Exendine hired labor to cut and haul the wood from a tract of land, 1,500 acres in area, which he had fenced in for the use of himself and family, while he himself engaged in cutting hay for some live stock which he was going to winter; that no attempt was made to stop him till the work was finished, when the agent served an attachment upon him, and demanded about \$1,000 as royalty; that on his refusal to pay this sum the agent confiscated his wood and hay and turned the wood over to an Indian, James Inkanish, who sold the wood to the Seger school and received for it the money that belonged rightfully to Exendine, but paid nothing to Exendine for the money Exendine had expended in getting the work done; and that this loss made Exendine, who had been well-to-do, a poor man. (See page 5 of the memorial; explanatory data added on the ground.)

Facts.—There was no attachment and no confiscation. Exendine was not an Indian, but a squaw man, who had brought his family from the Cherokee country in the Indian Territory and settled among the Delawares, and had applied for membership in the Delaware tribe, but had not been admitted at the time of the alleged occurrences. In the fall of 1900, Mr. Seger advertised for proposals as stated, and when he made his contract with Exendine was given to understand—as he says, by Exendine himself—that Exendine was an Indian. When Agent Randlett discovered that Exendine, having no rights on the reservation, had unlawfully undertaken to cut wood there and sell it for his own private property, and not only that, but had hired white laborers and not Indians to do the work, he called Mr. Seger's attention to the facts, and Mr. Seger at once canceled the order he had given Exendine and gave it instead to James Inkanish, a Caddo Indian, whose rights on the communal lands of the reservation were indisputable. The job was not completed, as Exendine claims, but Inkanish carried it to completion, paying the workmen what was due them for the work they had done for Exendine, and also for what they later did for him in filling the rest of the contract, and collected the contract money from Seger.

As to the hay, the records show that, so far from serving an attachment on Exendine, the agent simply wrote him a letter under date of October, 1900, reciting the facts that he was fencing the large addition to a grazing area he had already fenced in by permission from a former agent, holding some 800 head of cattle belonging to one Daniel Murphy, of Texas, to pasture therein; and that he (Exendine) had cut 300 tons of hay from the open range of the reservation with which to feed these cattle the following winter. The letter further stated that the district farmer had been instructed to collect the regular charge of

\$1 a head as trespass fees for the cattle and 50 cents a ton for the hay cut—amounting to a total of about \$950—and forbade his proceeding any further with these unauthorized acts of proprietorship. When Exendine refused to pay the money demanded, the agent notified Murphy to remove the cattle and took possession of the hay as the property of the Indian tribes on whose lands it had been cut.

I can not discover that in this affair the agent exceeded his authority in any way, but on the contrary, he seems to have simply done his duty by the Indians. Exendine, even if he had been an Indian and a member of one of the affiliated tribes, would not been entitled to continue fencing in land indefinitely. In his sworn examination before me, Exendine claims that the wire he had used for fencing had been bought with his own money, acquired by the sale of some property formerly owned in the Cherokee country, where he had been a squatter before coming to Oklahoma. He names G. S. Pearl, of El Reno, as his counsel in his cattle transactions. Mr. Pearl's statements on these matters ought therefore to have as much weight as Exendine's; and the records show that Pearl claims that the money for the fencing was supplied by Murphy, the owner of the cattle pastures in the fenced tract. Mr. Pearl also claims that Murphy had spent \$1,200 in rent, expenses, etc., in his dealings with Exendine, so that it does not appear that, even if Exendine had been forced to pay \$950 trespass money, he would have come off financially a loser.

The physical signs indicated that the hay had been cut not on land already fenced in by Exendine, but on the open range, the fencing of the mowed tract having been done afterwards. The additional inclosure, moreover, appears to have been so run as to grasp all the water privileges practicable, leaving the Indian lands on three sides of it almost worthless for grazing purposes, through lack of drinking facilities for stock.

Charge.—That Inspector Nesler refused to allow certain Indians to appear by counsel in a complaint which they had to lay before him against Agent Randlett, and that this caused the complaint to be abandoned and the investigation to be thrown entirely into the hands of the agent's friends. (See p. 6 and 8 of memorial.)

Facts.—Inspector Nesler acted on departmental instructions in this matter, so that it involved no delinquency on his part and calls for no comment on mine. As I was hampered by no such restrictions, and threw open the doors to everybody, the same charge can not lie against any findings in the present report.

Charge.—That the agent's conduct toward the people in the neighborhood of the agency is so contemptuous and overbearing that they can have no relations with him.

Facts.—There are some residents of the neighborhood, it is true, with whom the agent has no relations. The list includes some of the persons who have assailed his character and their attorneys. It includes also persons whom he ordered off the reservation before the opening, and whom he has refused to allow on the agency grounds since. It includes a few persons whom he has prosecuted for selling liquor to Indians and other offenses against the law.

There are also a number of the agent's neighbors who, although relations between them have not been entirely suspended, do not like him overmuch. It was largely through his instrumentality that an assistant United States district attorney was assigned to Anadarko to defend the Indians against unjust prosecutions, to see that extortionate tax levies on their property were cut down, to save them from too

serious damage under the Territorial herd law, to draw their wills, supervise their execution of personal contracts, and the like. All persons who make a business of preying on the Indians naturally object to this sort of thing.

The agent enforces with great strictness the rule that forbids the traders from lying in wait on pay day, almost under the eaves of the building where the Indians receive their money, and pouncing upon them as they come away with a few dollars in pocket. He refused to make one of his "land-money" payments at the usual pay station near Lawton till he had obtained satisfying proofs that the saloons and gambling hells would be properly supervised by the town authorities, and his Indians protected against the riotous license which had scandalized a former payment at the same place.

He has "wasted good money," so one critic assured me, by obtaining through shrewd business methods some \$8,500 in one instance, and \$20,000 in another, for the Indian owners of land which white men wanted for town sites. He has introduced a ruinous competition into the money-lending profession by an occasional small loan to an Indian without interest, for which the copper-colored brother might have been coddled into paying 300 to 1,800 per cent discount. When the Washita River broke its bounds last spring, and flooded all the depressed land between the Riverside bluff and the agency, some enterprising parties launched scows there and set up a ferry. It was the only means by which the Wichita and affiliated Indians could get from their homes to the places where food and other comforts were to be obtained and back again, and the thrifty ferrymen charged \$2 for their services till the agent found it out and compelled them to come down to 50 cents the round trip. He has also broken up a promising industry in cattle stealing by putting a high board fence around the exposed sides of the agency pasture. In these and other ways he has contrived to get himself disliked in certain quarters.

After hearing so many complaints from aggrieved parties, it seemed quite a novelty to find the three leading missionaries—Catholic, Presbyterian, and Methodist—a unit in his praise. Looking about the agency also, which presents the neat and orderly appearance of a military post, I was considerably impressed by the discovery that it was Colonel Randlett who had done its dressing up; who had built a good strong bridge across the Washita River, free for everybody's use, and set out hundreds of trees where none had grown before. It was a gratifying surprise to learn that the people of Anadarko owe to Colonel Randlett's foresight and kind feeling a 40-acre park just back of the town, between it and the Washita River. He saw that they needed an outlet in this direction, and at his suggestion to the authorities in Washington it was secured. The papers were drawn in Anadarko. The mayor had to go to El Reno to file on the land in behalf of the municipality, and the expenses of this trip were all the cost to which the taxpayers were put for this fine breathing place. He managed to procure for the town, also practically cost free, a cemetery site, in which it is now laying off burial lots. The town of Lawton owes its cemetery, and will probably soon owe a park also, to Colonel Randlett's efforts. These are simply a few of the reasons why, in spite of the charge that he is so universally disliked, I kept stumbling upon intelligent and worthy citizens who declared that in their opinions his retirement, either compulsory or voluntary, would be nothing short of a public calamity.

THE ALLOTMENT WORK AS A WHOLE.

Of the allotting work done by Inspector Nesler on the Kiowa Reservation, I can express only unqualified admiration. It showed generalship of a high order in both organization and execution. When we reflect that he was assigned to this task without previous experience in the same line; that not so much as a single map, plat, or record was already in existence in condition for his use, but that everything of that sort had to be specially revised and rearranged or originally prepared under his direction; that even his complete system of checks and balances had to be invented by him with no guide but his own ingenuity; that Congress, not realizing the dimensions of the undertaking, had fixed an insufficient time limit and voted a wholly inadequate appropriation; that every horse, mule, wagon, tent, table, cooking utensil, etc., to be used by his allotting crews and in his camps down to the very dishes, knives, and forks, had to be specially provided; that thus equipped, or unequipped, he was called upon to make 2,759 allotments, covering a territory of 4,000 square miles in extent and embracing 111 whole and fractional townships; that he was dealing with an alien and ignorant people, some of whom were hostile to his enterprise, and yet was expected to complete his work without omitting a single Indian, male or female, old or young, or giving more than one allotment to any. In view of all this, it would not have been wonderful if he had made hundreds of errors. That he came out of the field with hardly a question mark opposite any feature of his record is a tribute at once to his painstaking industry and patience and to his exceptional intelligence as an executive.

The largest danger of error at any stage appears to have been when, by contract with the Rock Island Railroad Company, a detachment of its surveyors were sent out as a vanguard to the Government parties to retrace the original lines of survey and otherwise prepare the way for the allotting crews. This outside force, composed mostly of young men, was at first disposed to treat its assignment as a "hurry-up" job, on which speed was of more importance than accuracy. This general impression, as well as some of the work done under it, was corrected before any serious damage had been done, and thenceforward the machinery moved without much friction and left a pretty clear track behind it.

That here and there, in very rare instances, an allotment should be assigned to an Indian elsewhere than on the spot he wished, was almost inevitable, in view of the ignorance of the Indians and the difficulty often experienced in getting them to define their choice accurately. One Indian, for instance, changed his mind three times, and then after the charts had gone to Washington, wished to change it again. In another case where an Indian had two wives, the allotments of the two women were confused, and each got the other's allotment; but this will be satisfactorily arranged, if it has not been already, by a simple exchange. In all except one instance of mistaken placing, which was brought to my notice by a complaint, but is now past rectification, the errors were on the north side of the Washita River, where the Indians generally conspired to defeat the allotment by keeping out of the way of the surveyors. On that side, however, the original work was not done by Inspector Nesler. It had been dragging through a long period in other hands, and in the closing days of his

service he was ordered to take his own force across and wind it up. Everything had to be done very rapidly, but there was no help for this under the limitations of time fixed by Congress and the necessary orders from the Department in pursuance thereof.

CASES OF PERJURY AND FRAUD FOR THE GRAND JURY.

I found the condition of things on the old reservation most shocking in one respect, as I have already remarked elsewhere. The idea that any sacredness attaches to an oath seems to have utterly disappeared from the minds of many of the people, if it ever had a lodgment there. Among a certain class of citizens affidavits are to be had on any side of any subject, and in quantities as wanted. It is appalling to think of what may happen in the future in a community where perjury is permitted to go on unchecked. The better class of people are there what they are in other parts—self-respecting and honest; but there is another mingling with them, on the free terms common in a frontier country, who are ready to swear away their neighbors' property now, and at the next stage of moral descent would probably be willing to swear away their lives also, without an atom of truth as a foundation for their statements.

In an instance here and there, a man who had made a false oath admitted his fault and absolved himself by withdrawing his misstatements in time to prevent any damage coming from them. These cases I did not carry further, as no good public end could have been gained by it. In other instances it was plain that the affiant was led into exaggerated statements by prejudice and pique, or into inaccuracies through a genuine lapse of memory. These cases also I ignored, as my purpose was not to persecute anybody, but to clarify the atmosphere and make the law respected.

I presented to the United States district attorney, however, after going over all my accumulated testimony on my return to Washington, several cases for submission to the next grand jury. One of these was a case where a white settler swore that he had paid to an Indian district farmer the sum of \$10 to hire him to do work which the Government was already paying him for doing. I had the accused farmer before me and he denied the whole story under oath. Another was the case of an alleged allotment of land to James Longhat, an Indian boy, after his death, and with full knowledge thereof; this case I ran down to the point where it became evident that the allotting agent was innocent of any hand in the matter, and the proofs of guilt converged upon one of two parties—Jasper Exendine, who made the charge in an affidavit included in the memorial, or Jim Bob, chief of the Delaware Indians, who accused Exendine of both fraud and perjury. Another was that of a white squatter who charged that certain trespass money he had paid in at the agency had never reached the Treasury of the United States; and there were some other cases of Indians and mixed bloods who had made false affidavits in allotment contests or for the purpose of furthering unlawful schemes for the seizure of land.

A change in the local United States marshal's office caused much delay in the service of subpoenas, and these cases, instead of being

presented to the grand jury on November 17, as scheduled, were postponed to December 1.^a

TO SUM UP.

I have not found a single charge of wrongdoing sustained by evidence against either Agent Randlett or Inspector Nesler. The nearest approach to a proved case is a general complaint that Randlett has a temper which now and then asserts itself unduly, and I should be very cautious in rendering a verdict upon this in view of the almost daily provocation to which he is subject. So far from being an unsuitable man for his place, he is one of the best agents—in some respects the very best agent—I have ever met in several years' study of the Indian service. One quality which can not be too highly valued is his faculty of attracting to him and holding with him a class of young men whom it is most desirable to get and keep in the employ of the Government. The atmosphere of the agency is good; it is stimulating to faithful work; and the genuine good will of the best employees toward the agent is obviously not the conventional bread-and-butter loyalty of subordinates to a superior who holds their future in some measure in his hand, but the sort that is honestly earned by his justice and unselfishness. The books and papers of the agency I found well kept up and in accessible condition as far as I had occasion to examine them—a fact which is extraordinary in view of the smallness of the office staff and the magnitude of the work it has had heaped upon it during the last three years. Special credit for efficiency in all the particulars which go to make a Government employee of the first rank is due to John P. Blackman, who holds nominally the position of leasing clerk, but is actually the keystone of the clerical arch at the agency.

Lieutenant-Colonel Randlett is more than 70 years old, but remarkably well preserved. He has been a brave soldier and a useful citizen. The best part of a lifetime he spent in fighting his country's battles and protecting the white settlements on what was once known as the western frontier. His extensive and intimate acquaintance with Indians in both war and peace has inspired the Government to avail itself of his services as an agent in more than one difficult situation, and he has left his mark for good on each place where he has been tried. His reward for all his faithful service and self-sacrifice has been to see an honored name trailed in the dust, because he has stood unflinchingly for what he believed to be the best interest of the Indians assigned to his care. Investigation after investigation has failed to discover a smirch on his character anywhere. Disregarding all that had been done before, and resolved to get to the very bottom of the trouble if it were possible, I exchanged the judicial attitude for that of the prosecutor, then opened the floodgates and invited everybody who had any charges to make to bring forward his worst.

^aSince this report was finished a letter from the assistant district attorney brings the news that the grand jury returned four indictments for perjury committed before me, namely, against James T. Lokey, Robert W. Dunlap, Louisa Fuller, and Percy Za do ka. A fifth person, against whom I had presented evidence of fraud sufficient to indict, had died in the interval. A sixth escaped service by removing to Mexico, accompanied by all the witnesses. In the Exendine-Bob false-allotment case, and in that of the Indian district farmer accused of bribery, the witnesses on opposing sides swore to so absolutely irreconcilable testimony that the jurors were unable to decide between them, and the cases had to be dismissed. The four indictments found will be brought to trial at the spring term of court.

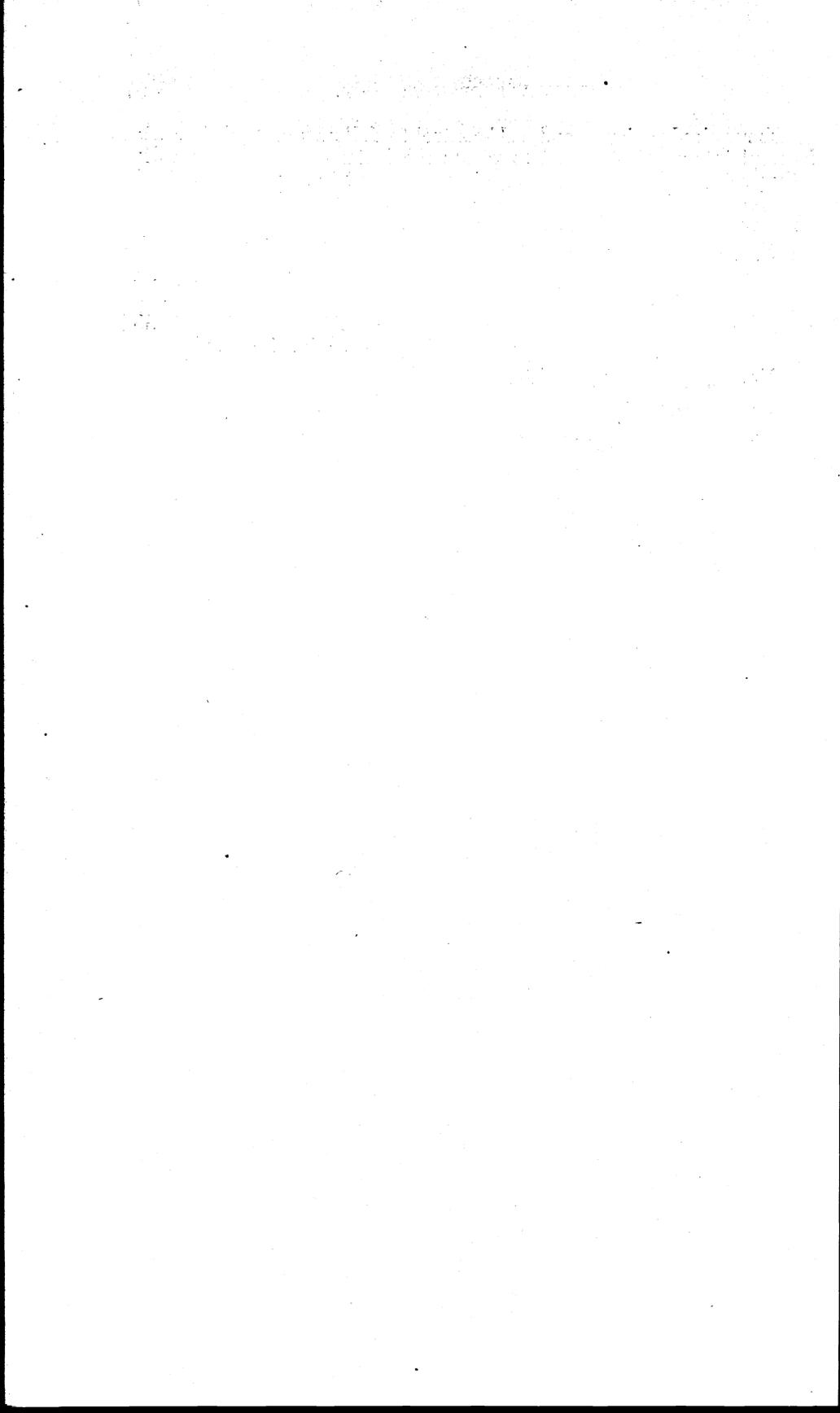
It required patience and self-control to follow up, day after day, complaints which dropped to pieces the instant I touched them with the probe, as shown in the foregoing pages, but to be met immediately thereafter with the assurance that there were more in store. If the most zealous witness had brought forward even a single thing to justify all this expenditure of time and effort I should have felt repaid. As it is, I must be content with the satisfaction of adding one more testimonial to the worth of an admirable but much maligned public servant, and with instituting certain criminal proceedings through the United States court which may make perjury a little less profitable as a trade hereafter in the neighborhood of the Kiowa Agency.

Very respectfully submitted.

FRANCIS E. LEUPP,
Special Supervisor, etc.

The SECRETARY OF THE INTERIOR.

IND 1903, PT 2—32



SUPPLIES FOR THE INDIAN SERVICE

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BACON.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James M. Bryant.	Patrick K. Gaynor.	John C. Young.	Alexander H. Anderson.	John P. Branley.	John S. Rohrbough.	Nelson, Morris Co.
		Pounds.	Pounds.							
1	Phoenix School..... Ariz.	5,000		.145						
2	Greenville School..... Cal.	200				.175	.20	.20		
3	Korbel (for Hoopa Valley), Cal.	450			.165					
4	Round Valley School..... Cal.	4,000							.16	
5	Willetts (for Round Valley School)..... Cal.	3,000			.175					
6	Willetts (for Round Valley Agency)..... Cal.	1,000			.175					
7	Chicago..... Ill.	60,000								b. 1205
8	Chicago (or Kansas City, Mo.)..... Ill.	125,000								
9	Chicago, Kansas City, Omaha, St. Joseph, St. Louis, or St. Paul..... Ill.	95,210								
10		75,000								
11		75,000								
12		75,000								
13	Sauk and Fox School..... Iowa.	1,000								
14	Kansas City..... Mo.	200,000								b. 1194
15		200,000								b. 1199
16	St. Joseph..... Mo.	200,000								b. 1184
17		200,000								b. 1189
18	Omaha..... Nebr.	150,000	150,000							
19	Omaha or Sioux City.....	320,210	170,000							
20	Fort Totten School..... N. Dak.	8,000								

BARLEY (PEARL).

21	Chicago..... Ill.	6,130	6,130							
22		271,630								
23	Solway..... Minn.	100								
24	Omaha..... Nebr.	6,130								

a Per cwt.
 b Subject to prompt acceptance.
 c 3,065 pounds awarded to each, Rollin A. Keyes and Oscar B. McGlasson.

advertisement of March 4, 1903, for furnishing supplies, etc., for the Indian Service. at which contracts have been awarded.]

BACON.

Schwarzchild, Berger Co.	Swift & Co.	Claus J. Schult.	Henry D. Mueckler.	Reuben M. Huffman.	Edward A. Cudahy.	James Devitt.	Henry B. Steele.	Oscar B. McGlasson.	Rollin A. Keyes.	Adam J. Kasper.	Marvin A. Dean.	Charles H. Pickens.	Solway Mercantile Co.	Number.
														1
														2
														3
														4
														5
														6
														7
.1275														8
	.1242													9
	.1247													10
	.1252													11
	.1257													12
		.15	.14											13
														14
														15
														16
														17
			.114											18
				.1145										19
					a.11.50									20

BARLEY (PEARL).

						a.2.10		c.0179	.0214	.02				21
								c.0179						22
													a3.75	23
										.0235				24

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BEEF, GROSS.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Siegfried J. Tribolet.	Francis M. Hodges.	John V. Vickers.	Sherwood & Coleman.	William C. Hayes.	Lawrence V. McCourt.
		<i>Pounds.</i>	<i>Pounds.</i>						
1	Colorado River Agency and School.....Ariz.	92,000	92,000	4.35	^a 5.94				
2	Fort Apache Agency...Ariz.	75,000	75,000			^b 3.71	^c 3.50		
3	San Carlos Agency...Ariz.	400,000	400,000					^d 3.37	^e 4.075
4	San Carlos School...Ariz.	54,000	54,000			^f 3.71		^d 3.37	^e 4.075
5	Ignacio Subagency...Colo.	100,000	100,000						
6	Navaho Springs Agency, Colo.	125,000	125,000						
7	Lemhi Agency.....Idaho.	44,980	44,980						
8		100,000	100,000						
9	Crow Agency.....Mont.	600,000	600,000						
10		624,000							
11									
12									
13									
14									
15									
16	Tongue River Agency, Mont.....	800,000	800,000						
17									
18									
19									
20									
21	Jicarilla Agency....N. Mex.	300,000	300,000						
22									
23									

- ^a Specification 1.
 - ^b Monthly.
 - ^c As required, i. e., once a month.
 - ^d Specification 2.
 - ^e Deliveries to be made every two weeks in summer months, and once every month in winter.
 - ^f As required.
 - ^g Specification 3.
 - ^h As required until November 1; then enough to last until May 1.
 - ⁱ May and June.
 - ^j July to November.
 - ^k Enough to last till May.
 - ^l May,
 - ^m June, or
 - ⁿ Monthly, as required.
 - ^o July to November.
 - ^p Enough to last till May.
 - ^q May.
 - ^r June.
 - ^s Or monthly, as required.
- } All or none.
- } Specification 3. All or none.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS.

Bertha B. Thompson.	Henry L. Hall.	Thomas G. Colloch.	John F. Scrivener.	George W. Melville.	John Pearson.	Ernest L. Guillet.	Henry F. Morgan.	Thomas Pyeatt.	Paul McCormick.	Charles J. Hysham.	George E. West.	Number.
												1
												2
												3
												4
												5
3.80	3.98	3.75	3.48	4.00	^b 3.83							6
	3.74					f3.44	^f 3.99					7
								^g 3.90				8
								^g 3.90				9
								^h 3.33				10
								ⁱ 3.95				11
									^j 3.48			12
									^k 3.48			13
									^l 4.50			14
									^m 4.10			15
									ⁿ 4.00			16
									^h 3.46	^o 3.55		17
									ⁱ 4.27	^p 3.55		18
										^q 4.50		19
										^r 4.00		20
										^s 4.00		21
											^o 3.95	22
											^o 3.80	23
											^o 3.65	23

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.	William I. Walker.	William C. Badger.	Burton E. Saylor.	Oliver E. Kirtley.
1	Standing Rock Agency N. Dak..	<i>Pounds.</i> 210,000	<i>Pounds.</i>		e 3.99 f 3.95 g 3.05 h 3.00 i 3.89 j 4.80 k 4.70		
2							
3							
4							
5							
6							
7	Standing Rock..... N. Dak..	210,000	210,000	a 4.00 b 3.00 c 5.00 d 4.90			
8							
9							
10	Chilocco School..... Okla..	300,000	300,000			3.96	l 3.48
11	Chilocco (for school)	300,000				4.22	
12	Kiowa Agency..... Okla..	400,000	200,000				
13							
14	Seger School..... Okla..	30,000					
15		20,000					
16		77,000	77,000				
17	Cheyenne and Arapahoes	20,000					
18	Red Moon School.....	27,000					
19	Crow Creek Agency..... S. Dak..	350,000	352,000				
20							
21	Crow Creek School..... S. Dak..	52,000					
22	Crow Creek..... S. Dak..	300,000					
23	Lower Brulé Agency and School, S. Dak.	150,000	150,000				
24	Lower Brulé (for agency and school), S. Dak.	150,000					
25							
26							
27							

a July.
 b August, September, October, and November.
 c May.
 d June.
 e July.
 f August.
 g September.
 h October.
 i November.
 j May.
 k June.
 l Specification 3.
 m Specification 1.
 n All to be furnished and delivered at Seger School during the months of August or September. All or none.
 o July, August, September, October, November, December.
 p For the remaining six months.
 q As required until November 1, then sufficient to last until May 1.
 r May and June.

Specification 3. Any increase called for to be at an advance of 10 per cent of the price for the month in which such increase is required. All or none.

Specification 3. Any increase shall be at an advance of 9 per cent on price for the month in which the increase is required.

Specification 3. All or none. Any increase to be at 10 per cent advance for month in which increase is required.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

John T. Blanks.	William G. Robbins.	Walter Black.	Henry F. Mills.	Thomas H. Ellison.	John H. Sams.	James O. Kruhm.	John Q. Anderson.	Colin Macbeth.	Number.
									1
									2
									3
									4
									5
									6
									7
									8
									9
									10
4.27	3.49								11
									12
m 4.23 l 4.15		4.45	3.69						13
									14
			4.47	n 4.65					15
				n 4.65					16
		4.45							17
			4.47	n 4.65					18
			4.47	n 4.65	4.50				19
						q 3.62 r 4.12			20
							o 3.69		21
							p 3.99		22
									23
								m 3.71	24
									25
							o 3.74		26
							p 4.04		27

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.	Thomas B. Irwin.
1	Pine Ridge Agency.....S. Dak..	1,092,000	1,092,000	a 3.40
2				b 3.00
3				c 3.50
4				d 4.50
5				e 4.90
6				f 4.50
7				g 3.50
8	Pine Ridge.....S. Dak..	1,032,000		
9				
10	Rosebud, Ponca Creek, and White River.....S. Dak..	450,000	72,000	
11				
12				
13				
14				
15				
16				
17	Rosebud Agency.....S. Dak..	233,000	233,000	
18				
19				
20				
21	Big White River Issue Station.....S. Dak..	145,000	145,000	
22				
23				
24				
25				
26				
27	Ponca Creek Issue Station.....S. Dak..	72,000		
28				
29				
30				
31				

a July.
 b August, September, October, and November.
 c December.
 d January.
 e February, March, and April.
 f May.
 g June.
 h November.
 i July.
 j August, September.
 k October, December.
 l January.
 m February.
 n March.
 o April.
 p May.
 q June.
 r Or as required until November 1; then sufficient to last until May 1.
 s May.
 t June.
 u July.
 v August, September, October, and November.
 w December.
 x January.
 y February.
 z March and April.
 1 May.
 2 June.

If any increase required, 10 per cent for month called for. All or none. Specification 1.

Specification

Specification 3. Any increase shall be at an advance of 10 per cent on price for month in which increase is required.

Monthly as required. All or none. Any increase 10 per cent advance on price bid for month taken.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Number.	James O. Kruhn.	Charles J. Hysham.	Walter L. Montgomery.	Charles S. Jewell.	Colin Macbeth.
2	c 3.80	d 4.45			
3	e 3.10	f 3.95			
4	g 3.19	h 3.59			
5	i 3.85	j 4.62			
6	k 4.25	l 4.00			
7	m 4.22				
8		n 3.70	o 4.50		
9		p 3.00	q 4.70		
10		r 3.90	s 4.60		
11		t 4.10	u 4.00		
12	v 3.99	w 3.29	x 3.80	y 3.80	
13	z 3.94	aa 4.60	ab 3.30	ac 10.40	
14	ad 3.10	ae 4.10	af 3.40	ag 11.30	
15	ah 3.05		ai 3.90	aj 12.30	
16			ak 4.75	al 13.4.80	
17			am 4.00		
18		an 3.80	ao 4.60		
19		ap 3.30	aq 4.85		
20		ar 3.40	as 3.90		
21		at 4.50			
22				av 23.25	aw 3.49
23				ax 3.40	
24				ay 4.00	
25				az 4.30	
26				ba 3.65	
27				bb 3.40	
28				bc 3.30	
29				bd 3.70	
30				be 4.50	
31				bf 3.95	

3 July.
 4 August, September, October, and November.
 5 December.
 6 January.
 7 February, March, April, May.
 8 June, or
 9 July and August.
 10 September.
 11 October.
 12 November 1, enough to do to May 1.
 13 May and June.
 NOTE.—To be delivered monthly as required up to November, then May and June as required.
 14 July and January.
 15 August, September, October, and November.
 16 December.
 17 February and March.
 18 April.
 19 May.
 20 June.
 21 July.
 22 August.
 23 September.
 24 October.
 25 November.
 26 May.
 27 June.
 28 July, August, September, and October.
 29 November.
 30 December.
 31 January, February, March, April, and May.
 Specification 1.
 July.
 August, September, and October.
 November.
 December, January, February, March, April, and May.
 June.

Monthly as required.

Any increase to be allowed 10 per cent additional to price for month or period when issued. This to apply to either bid if accepted. Must have beef for full year or none.

Monthly as required. Any increase at 10 per cent advance on the price made for the month in which it is taken. All or none.

Specification 3. All or none. Any increase to be at 10 per cent advance for month in which increase is required. Bid is for delivery at Rosebud Agency.

As required.

As required.

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.
1	Shoshoni Agency Wyo..	<i>Pounds.</i> 672,000	<i>Pounds.</i>
2			
3		600,000	
4			
5		372,000	
6			
7			
8			
9			
10	Shoshoni Agency and Arapahoe Issue Station..... Wyo..	672,000	
11	Arapaho Issue Station, Shoshoni Agency, and Shoshoni School... Wyo..	672,000	672,000
12	Ouray Agency..... Utah..	115,000	
13	Ouray School..... Utah..	20,000	
14	Unita Agency..... Utah..	100,000	331,000
15	White River Utes..... Utah..	60,000	
16	Unita School..... Utah..	36,000	

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

Edward P. Alexander.	Paul McCormick.	Charles J. Hysham.	James K. Moore.	George B. West.	Preston Nutter.	Harden Bennion.	Number.
a 3.47							1
b 3.20							2
	c 3.77						3
	d 4.57						4
		e 4.00					5
		f 4.00					6
		g 4.70					7
		h 4.45					8
		i 4.40					9
			j 3.68				10
				3.15			11
							12
					3.65		13
						3.97	14
							15
							16

a Specification 1. Five per cent advance for any increase during July to January, inclusive, and 15 per cent advance for any increase during the months of February to June, inclusive. No award to be made for any part required from February to June, inclusive, unless the whole amount is awarded, and no award to be made for July and August, or any part thereof, unless amount required from September to January, inclusive, is also awarded.

b Under specification 3 other terms as above at per cwt. \$3.20.

c As required until November 1, then enough to last until May 1.

d May and June.

e July to November.

f Enough to last till May.

g May.

h June.

i Or monthly, as required.

j Specification 1.

} All or none. Specification 3.

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.	John V. Vickers.	Will Wooster.	Sherwood & Coleman.	Nay & Phelan.	Charles Cahn.	J. L. Hubbell.
		<i>Pounds.</i>	<i>Pounds.</i>						
1	Fort Apache School..... Ariz.	37,000	37,000	7.99	9.75	7.50			
2	Fort Mohave School..... Ariz.	40,000	40,000				11.00		
3	Hopi School..... Ariz.	35,000	35,000					10.65	9.90
4	Hopi Day School..... Ariz.	4,000	4,000						10.90
5	Oraiba Day School..... Ariz.	4,000	4,000						11.90
6	Phoenix School..... Ariz.	190,000	190,000						
7	Rice Station School..... Ariz.	60,000	60,000						
8	Rice Station..... Ariz.	60,000	60,000						
9	Truxton Canyon School..... Ariz.	36,000	36,000						
10	Havasupai School..... Ariz.	(a)							
11	Western Navaho School..... Ariz.	36,500	36,500						
12	Fort Bidwell School..... Cal.	(b)							
13	Fort Yuma School..... Cal.	30,000	30,000						
14	Greenville School..... Cal.	15,000	15,000						
15	Hupa Valley School..... Cal.	40,900	(d)						

BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John T. Garner.	San Bernardino Packing Co.	Charles Schmeiser, jr.	Mathew C. Murdock.	Julius Oehl.	John S. Rohrbrough.	John F. Scrivener.
		<i>Pounds.</i>	<i>Pounds.</i>							
16	Perris School..... Cal.	20,000	20,000	8.30	8.00					
17	Riverside School..... Cal.	70,000	70,000	7.70		7.74		7.68		
18	Round Valley School..... Cal.	30,000	30,000						11.00	
19	Fort Lewis School..... Colo.	30,000	30,000							6.73
20	Fort Lewis..... Colo.	30,000	30,000							
21	Grand Junction School..... Colo.	48,000	48,000							
22	Southern Ute Agency School, Colo.	20,800	20,800							7.68
24	Southern Ute..... Colo.	20,800								
25	Fort Lapwai School..... Idaho.	50,000								
26	Fort Lapwai..... Idaho.	50,000	50,000							
27	Seneca School..... Ind. T.	25,000	25,000				7.78			
28	Sauk and Fox School..... Iowa.	26,280	26,280							
29	Haskell Institute..... Kans.	184,000	184,000							
30	Kickapoo School..... Kans.	20,000	20,000							
31	Potawatomi School..... Kans.	20,000	20,000							

a 1,200 pounds called for; none offered.
 b 12,000 pounds called for; none offered.
 c At per pound.
 d To be bought of Indians.
 e As per specifications.
 f To include bulls, stags, and skins.
 g Awarded 92,000 pounds each to Swift & Co. and Nelson, Morris & Co.
 h Bid on 35,000 pounds; award is for 37,000 pounds.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, NET.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John V. Vickers.	Will Wooster.	Sherwood & Coleman.	Nay & Phelan.	Charles Cahn.	J. L. Hubbell.
		<i>Pounds.</i>	<i>Pounds.</i>						
1	Fort Apache School..... Ariz.	37,000	37,000	7.99	9.75	7.50			
2	Fort Mohave School..... Ariz.	40,000	40,000				11.00		
3	Hopi School..... Ariz.	35,000	35,000					10.65	9.90
4	Hopi Day School..... Ariz.	4,000	4,000						10.90
5	Oraiba Day School..... Ariz.	4,000	4,000						11.90
6	Phoenix School..... Ariz.	190,000	190,000						
7	Rice Station School..... Ariz.	60,000	60,000						
8	Rice Station..... Ariz.	60,000	60,000						
9	Truxton Canyon School..... Ariz.	36,000	36,000						
10	Havasupai School..... Ariz.	(a)							
11	Western Navaho School..... Ariz.	36,500	36,500						
12	Fort Bidwell School..... Cal.	(b)							
13	Fort Yuma School..... Cal.	30,000	30,000						
14	Greenville School..... Cal.	15,000	15,000						
15	Hupa Valley School..... Cal.	40,900	(d)						

BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	John T. Garner.	San Bernardino Packing Co.	Charles Schmeiser, jr.	Mathew C. Murdock.	Julius Oehl.	John S. Rohrbrough.	John F. Scrivener.
		<i>Pounds.</i>	<i>Pounds.</i>							
16	Perris School..... Cal.	20,000	20,000	8.30	8.00					
17	Riverside School..... Cal.	70,000	70,000	7.70		7.74		7.68		
18	Round Valley School..... Cal.	30,000	30,000						11.00	
19	Fort Lewis School..... Colo.	30,000	30,000							6.73
20	Fort Lewis..... Colo.	30,000	30,000							
21	Grand Junction School..... Colo.	48,000	48,000							
22	Southern Ute Agency School, Colo.	20,800	20,800							7.68
24	Southern Ute..... Colo.	20,800								
25	Fort Lapwai School..... Idaho.	50,000								
26	Fort Lapwai..... Idaho.	50,000	50,000							
27	Seneca School..... Ind. T.	25,000	25,000				7.78			
28	Sauk and Fox School..... Iowa.	26,280	26,280							
29	Haskell Institute..... Kans.	184,000	184,000							
30	Kickapoo School..... Kans.	20,000	20,000							
31	Potawatomi School..... Kans.	20,000	20,000							

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.	Kernan & Son.	Thomas A. Winans.	Timothy Leahy.	Krueger & Spencer.	John J. Cairney.	George W. Alton.
1	Mount Pleasant School... Mich.	Pounds. 72,000	Pounds. 72,000	7.20	6.40	7.00			
2	Leech Lake School... Minn.	18,000	18,000				8.90		
3	Cass Lake School... Minn.		(a)						
4	Morris School... Minn.	37,000	37,000					7.00	
5	Pipestone School... Minn.	30,000	30,000						7.17
6	Vermilion Lake School... Minn.		(c)						
7	Fort Peck School... Mont.	42,000	42,000						
8	Fort Shaw School... Mont.	70,000	70,000						
9	Genoa School... Nebr.	90,000							
10	Genoa (for school)... Nebr.	90,000	90,000						
11	Niobrara (for Santees)... Nebr.	69,600							
12	Omaha School... Nebr.	18,000	18,000						
13	Winnebago School... Nebr.	19,000	19,000						
14	Santee School... Nebr.	21,600	21,600						
15	For Santees... Nebr.	40,000	40,000						
16	For Ponca... Nebr.	8,000	8,000						

BEEF, NET—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Elias Olinghouse.	Nevada Meat Co.	Otto T. Schulz.	Emil Kleinwort.	Francis J. Wilson.	Alexis With.
17	Carson School... Nev.	Pounds. 70,000	Pounds. 70,000			5.95			
18	Carson City... Nev.	70,000			6.65				
19	Nevada School and Agency, Nev.	22,000	22,000	9.45	8.45				
20	Albuquerque School... N. Mex.	90,000	90,000					4.75	5.50
21	Albuquerque... N. Mex.	90,000				5.20			
22	Jicarilla Agency... N. Mex.	35,000	35,000						
23	Jicarilla School... N. Mex.	35,000							
24	Mescalero Agency and School, N. Mex.	40,000							
25	Mescalero... N. Mex.	40,000	32,000						
26	Navaho School... N. Mex.		(e)						
27	Santa Fe School... N. Mex.	90,000							
28	Santa Fe... N. Mex.	90,000	90,000			6.45			
29	Zufii School... N. Mex.		(f)						
30	Fort Totten School... N. Dak.	82,000	82,000						
31	Cantonment School... Okla.	27,000							
32	Cantonment... Okla.	37,000	37,000						
33	Cheyenne School... Okla.	40,000	40,000						
34	Cheyenne and Arapaho Agency, Okla.	15,000	15,000						
35	Arapaho School... Okla.	32,000	32,000						

a 10,000 pounds called for; none offered.
 b F. o. b. cars, Pipestone, Minn.
 c 25,000 pounds called for; none offered.
 d All or none.
 e 45,000 pounds called for; none offered.
 f 1,500 pounds called for; none offered.
 g 27,000 pounds for Cantonment School, 10,000 pounds for Cheyenne and Arapaho Indians.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have have been awarded.]

BEEF, NET—Continued.

Joseph L. Denhart.	Schwarzschild & Sulzberger Co.	James C. Adams.	Paul McCormick.	Howard M. Cosier.	Cornelies J. O'Connor.	George Ashford.	George C. Maryott.	Swift & Co.	Nils J. Skoog.	Edward A. Cudahy.	Henry C. Young.	John Brown.	Nick Lafrenz.	Number.
														1
														2
														3
														4
8.49	86.36													5
														6
														7
														8
		6.59	6.67	7.92										9
								6.95						10
									6.50	6.375	6.50			11
										6.625				12
					7.49		7.94	6.75						13
					6.51	7.55		6.75						14
								7.00						15
								7.00						16
								7.00						16

BEEF, NET—Continued.

Joseph Henry Nations.	Archy Tuton.	John F. Scrivener.	George E. West.	William Farr.	Henry D. Reinken.	Emil Schmidt.	Erik P. Westerlund.	James Devitt.	John H. Sans.	Milton K. Willis.	Swift & Co.	Thomas H. Ellison.	Number.
													17
													18
													19
													20
													21
		7.85											22
			8.85										23
8.49	8.35												24
													25
													26
					6.75	6.70							27
													28
													29
						6.64	6.95	5.94					30
									8.50				31
									6.99	7.95			32
											7.12		33
											7.12	9.00	34
									6.99				35

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		Martin M. White.	John A. Leberman.	Henry T. Mills.	Swift & Co.	McNaughton & Rogers.
		offered.	awarded.					
		<i>Pounds.</i>	<i>Pounds.</i>					
1	Fort Sill School..... Okla..	40,000	40,000	7.49	6.95	7.00	7.38	
2	Riverside School..... Okla..	44,000	44,000			5.73	7.16	
3	Rainy Mountain School..... Okla..	26,500	26,500			8.00		
4	Osage School..... Okla..	25,000	25,000					
5	Kaw School..... Okla..	8,000	8,000					7.95
6	Pawnee School..... Okla..	30,000	30,000			7.13		
7	Ponca School..... Okla..	25,000	25,000					
8	Ponca police..... Okla..	2,190	2,190					
9	Otoe police..... Okla..	2,190	2,190					
10	Sac and Fox Agency..... Okla..	12,000	12,000					
11	Shawnee School..... Okla..		(b)					
12	Grande Ronde School..... Oreg.		(c)					
13	Klamath Agency..... Oreg.		(d)					
14	Salem School..... Oreg.	150,000	150,000					
15	Siletz School..... Oreg.		(e)					
16	Umatilla School..... Oreg.	25,000	25,000					
17	Canton Insane Asylum..... S. Dak.	10,000	10,000			7.00		
18	Chamberlain School..... S. Dak.	30,000	30,000			7.25		
19	Pierre School..... S. Dak.	35,000	35,000			7.25		
20	Rapid City School..... S. Dak.	35,000	35,000				7.75	
21	Rapid City..... S. Dak.	35,000						

BEEF, NET—Continued.

Number.	Points of delivery.	Quantity		John H. Roberts.	Anton Schilling.
		offered.	awarded.		
		<i>Pounds.</i>	<i>Pounds.</i>		
23	Riggs Institute..... S. Dak..	108,000	108,000	6.39	
24	Riggs Institute (for Flandreaus)..... S. Dak..	10,000	10,000	6.39	
25	Riggs Institute..... S. Dak..	128,000			8.11
26	Sisseton School..... S. Dak..	24,000	24,000		
27	Springfield School..... S. Dak..	18,400	18,400		
28	Yankton School and Agency..... S. Dak..	100,000	100,000		
29	Pangwitch (for Shebit School)..... Utah..	1,000	1,000		

a For school.
 b 20,000 pounds called for; none offered.
 c 27,000 pounds called for school and agency; none offered.
 d 37,000 pounds called for; none offered.
 e 12,480 pounds called for; none offered.
 f Bid is for delivery at Umatilla, Oreg.
 g Bid is for delivery at Chamberlain, S. Dak.
 h Bid is for delivery at Pierre, S. Dak.
 i To be considered only in case new school is located at Pangwitch, Utah.
 j Delivered at Canton, S. Dak.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, NET—Continued.

Number.	Points of delivery.										Number.					
	Fred G. A. Morris.	George W. Simcock.	William B. Webb.	John H. Manning.	William G. Robbins.	Edgar L. Conklin.	Mathew C. Murdock.	Edwin C. Cross.	Steuusloff Bros.	Henry W. Schwarz.		Conrad Platzveder.	Edward A. Cudahy.	Charles A. Small.	John Q. Anderson.	Patrick J. Gerin.
1																1
2																2
3																3
4	7.19	7.85														4
5			7.11	9.35	7.49											5
6					6.97											6
7					6.97											7
8					7.97											8
9						9.50										9
10																10
11																11
12																12
13																13
14								8.95	8.89							14
15																15
16									6.65	7.24	7.9.125					16
17											7.7.25					17
18											7.7.95	7.94	8.00	7.85		18
19											h 8.625					19
20																20
21											7.625					21

BEEF, NET—Continued.

Number.	Points of delivery.							Number.	
	Swift & Co.	Edward A. Cudahy.	Frank W. Whipple.	Conrad Hunn.	John Brown.	Thomas J. Harney.	John Dent Moore.		Thomas Levy.
23									23
24									24
25	7.25	7.25							25
26			6.60						26
27	7.00			7.82					27
28	6.95	6.625			6.73	6.39	6.23		28
29								12.50	29

g Bid is on 118,000 pounds.

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.	Armour Packing Co.	Fred La Leikel & Co.	Armour & Co.	John Berglin.
1	Hayward School..... Wis.	Pounds. 50,000	Pounds. 50,000	5.98			
2	Keshena (for Green Bay School), Wis.	30,000	35,000		.07 $\frac{1}{2}$	a 6.89	
3	(For school and Menomonees)	35,000				.0772	
4	(For Menomonees)	5,000					9.00
5	Lac du Flambeau School..... Wis.	38,000	38,000			.0639	
6	Oneida School..... Wis.	40,000	40,000				
7	Tomah School..... Wis.	60,000	60,000			6.51	
8	Wittenberg School..... Wis.	24,000	24,000			.0648	
9	Neah Bay Agency..... Wash.	3,000	3,000				
10	Puyallup School..... Wash.		(e)				
11	Spokane (for Fort Spokane School), Wash.	40,000	40,000				
12	Yakima School..... Wash.	44,500	44,500				

COFFEE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James A. Snook.	Ernest R. Folger.	James E. Taylor.	William Haas.	Henry B. Steele.	Carlton Moseley.	James E. Taylor.
13	San Francisco..... Cal.	Pounds. 179,536	Pounds.	f .0739	g .08	.0810	.07 $\frac{1}{2}$			
14						.0760	.07 $\frac{1}{2}$			
15						.0735	.07 $\frac{1}{2}$			
16	Chicago..... Ill.	179,536					.08 $\frac{1}{2}$	.08 $\frac{1}{2}$	.07 $\frac{1}{2}$	
17							.07 $\frac{1}{2}$	.07 $\frac{1}{2}$	.06 $\frac{1}{2}$	
18							.0699		.06 $\frac{1}{2}$	
19									.06 $\frac{1}{2}$	
20										
21										
22	Sioux City..... Iowa.	179,536							.088	
23									.083	
24	Kansas City..... Mo.	179,535							.083	
25									.083	
26	St. Louis..... Mo.	10,700								
27		19,500								
28		11,000								
29		190,000								
30		200,000								
31		179,536							.087	
32									.082	
33										
34	Omaha..... Nebr.	179,536							.088	
35									.083	
36		65,000								
37		33,000								
38	Albuquerque (f. o. b.), N. Mex.	2,150								
39	Santa Fe (f. o. b.), N. Mex.	3,100								
40	New York City..... N. Y.	179,536	179,356							

a For school and Menominees. Delivered at school.
 b Delivered at Oneida, Wis.
 c Delivered at Oneida, Wis., f. o. b.
 d Per pound.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BEEF, NET.

Number.	Points of delivery.	John Bibelhausen.	Louis E. Kalb.	Kuehne & Krause.	Schwarzchild & Sulzberger Co.	Baumgart & Schwartz.	Henry Meinecke.	Christ Williams.	Thomas Watson.	Edward A. Cudahy.
1	Hayward School..... Wis.									
2	Keshena (for Green Bay School), Wis.									
3	(For school and Menomonees)	7.95								
4	(For Menomonees)									
5	Lac du Flambeau School..... Wis.		5.00	b 5.25	c 5.93					
6	Oneida School..... Wis.					5.19	5.94			
7	Tomah School..... Wis.							d .06		
8	Wittenberg School..... Wis.								a .125	
9	Neah Bay Agency..... Wash.									
10	Puyallup School..... Wash.									
11	Spokane (for Fort Spokane School), Wash.									i 9.125
12	Yakima School..... Wash.									9.125

COFFEE.

Number.	Points of delivery.	James E. Quan.	Rollin A. Keyes.	Reid, Murdock & Co.	Marvin A. Dean.	Adam J. Kasper.	Adam Roth Grocery Co.	Edward Westen Tea and Spice Co.	Steinwender, Stoffregen Coffee Co.	Charles H. Pickens.	Frank J. Hoel.	Robert E. Putney.	Walter B. Timms.	Frederick W. Hannas.	Frederick A. Howard.
13	San Francisco..... Cal.														
14															
15															
16	Chicago..... Ill.	.0740	.07375	h .07 $\frac{1}{2}$	h .0730	.07 $\frac{1}{2}$									
17		.07		h .07 $\frac{1}{2}$	h .0705	.06 $\frac{1}{2}$									
18				h .07 $\frac{1}{2}$	h .0680	.06 $\frac{1}{2}$									
19				h .06 $\frac{1}{2}$	h .0668										
20				h .06 $\frac{1}{2}$	h .0665										
21				h .0663	h .0663										
22	Sioux City..... Iowa.														
23															
24	Kansas City..... Mo.														
25															
26	St. Louis..... Mo.							.0795							
27								.0795							
28								.0795							
29									.07 $\frac{1}{2}$						
30								.06 $\frac{1}{2}$							
31									.08						
32									.075						
33									.0725						
34	Omaha..... Nebr.														
35															
36		65,000									h .07 $\frac{1}{2}$				
37		33,000													
38	Albuquerque (f. o. b.), N. Mex.	2,150													
39	Santa Fe (f. o. b.), N. Mex.	3,100										.0850			
40	New York City..... N. Y.	179,536	179,356									.0873			
41													h .0707	.0642	h .0622
42													h .0653	.0710	h .0648
43													h .0625	.0665	h .0679
44													h .0612		

e 6,000 pounds called for; none offered.
 f Will furnish any part of 300,000 pounds.
 g F. o. b.

h "Only."
 i Awarded for delivery at the school.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rate

CORN.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Adolph Schuster.	Clinton N. Cotton.	Charles H. Searing.	Henry T. Mills.	George M. Simcock.
1	Moqui School..... Ariz.	Pounds.	Pounds.					
2	Elgin (for Osage School)..... Kans.	20,000	20,000	2.38	2.40	2.58		
3	Omaha School..... Nebr.	60,000					.99	
4	Omaha and Winnebago Agency, Nebr.	28,000	28,000			.97		
5		60,500						
6		20,000	20,000					
7	Winnebago School.....	32,500				.95		
8	Rushville (for Pine Ridge Agency), Nebr.	12,500	12,500					
9	Valentine (for Rosebud Agency), Nebr.	180,000	180,000					
10	Santa Fe School..... N. Mex.	140,000	124,000					
11	Standing Rock School..... N. Dak.	10,000	10,000			1.93		
12	Anadarko (for Kiowa)..... Okla.	800	800					
13	Homestead (for Cantonment School), Okla.	80,000	80,000			1.07	.94	
14	Osage School..... Okla.	33,600	33,600			1.13	1.05	
15	Canton Insane Asylum..... S. Dak.	60,000	60,000			1.04		1.05
16	Bonesteel (for Rosebud)..... S. Dak.	10,000	10,000					
17	Chamberlain School..... S. Dak.	6,000	6,000					
18	Chamberlain (for school)..... S. Dak.	7,000						
19	Chamberlain (for Crow Creek), S. Dak.	89,000	7,000					
20		7,000						
21	Chamberlain (for Lower Brule), S. Dak.	89,000						
22		15,000						
23	Chamberlain (for Lower Brule), S. Dak.	30,000						
24		89,000						
25		37,000						
26		27,000						
27	Chamberlain (for Rosebud)..... S. Dak.	10,000	10,000					
28	Chamberlain (for Big White River Issuc Station)..... S. Dak.	10,000						
29	Cheyenne River Agency..... S. Dak.	110,000						
30	Agency and school..... S. Dak.	110,000	110,000					
31	Crow Creek Agency..... S. Dak.	15,000	45,000					
32	Agency and school.....	45,000						
33	School.....	30,000						
34	Gettysburg (for Cheyenne River), S. Dak.	110,000						
35		100,000						

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CORN.

Edward L. Donahoe.	David Rees.	Cornelius J. O'Connor.	Stephen F. Gilman.	J. F. Twombly & Sons.	The Uppyke Grain Co.	Abraham Staab.	J. Arthur Lake.	George L. Chesley.	James C. McVay.	James W. Sanford.	Walter B. Wait.	Number.
												1
												2
		.91										3
	a. 94											4
		.86										5
												6
		.86										7
	a. 93		1.88	b 1.185	c 1.800							8
	a. 89		.85	b 1.165	c 1.475	1.23	1.60					9
				b 1.315								10
												11
												12
												13
1.20												14
a 1.25								1.38				15
												16
e 1.10			.85							1.21		17
									1.075			18
										1.11		19
									1.075			20
										1.11		21
										1.11		22
									1.075			23
	f. 98											24
										1.11		25
										1.11		26
									1.075			27
												28
	b 1.24									1.11		29
												30
										1.21		31
	f 1.14										a 1.188	32
										1.21		33
									1.04			34
			1.00	b 1.235								35

a As required. Delivery to be made within thirty days after notice is received.
 b In car lots only, f. o. b.
 c Delivery to be made any time after May 1, 1903.
 d Only in case he secures oats. One delivery only. Delivery to be made within thirty days after notice is received.
 e Only in case he secures feed. One delivery only. Delivery to be made within thirty days after notice is received.
 f One delivery. Delivery to be made within thirty days after notice is received.
 g Delivery to be made before navigation on the Missouri River closes for the season.
 h Delivery to be made within thirty days after notice is received.
 i 180,000, to be delivered at Rushville at 88 cents and at Pine Ridge Agency at \$1.05.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

CORN.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James W. Sanford.	Walter B. Wait.	J. Arthur Lake.	Stephen F. Gilman.	David Rees.
		Pounds.	Pounds.					
1	Lower Brule Agency..... S. Dak.	27,000	27,000	1.21				
2	School.....	10,000	10,000	1.21				
3	Agency and School.....	37,000			d 1.216			
4	Pierre School..... S. Dak.	5,000	5,000			1.38		
5	Pine Ridge Agency..... S. Dak.	180,000	180,000				1.05	
6	Rosebud Agency..... S. Dak.	140,000	124,000				1.05	
7	Ponca Creek Issue Station.....	6,000						a 1.15
8	Big White River Issue Station.....	10,000						a 1.15
9	Springfield School..... S. Dak.	7,000	7,000					
10	Green Bay Agency (for Menomonee School)..... Wis.	30,000	30,000					e 1.00
11	Hayward School..... Wis.	28,000	28,000					b 1.25
12	Lac du Flambeau School..... Wis.	4,000						
13	Lac du Flambeau..... Wis.	4,000	4,000					
14	Oneida School..... Wis.	5,000	5,000					
15	Shawano (for Menomonee School)..... Wis.	30,000						e 1.00

CORN MEAL.

16	Chicago..... Ill.	104,050						
17	Fosston..... Minn.	600						
18	Park Rapids..... Minn.	1,600						
19	Solway..... Minn.	1,200						
20		200						
21		1,000						
22	Walker..... Minn.	1,000						
23	Wild Rice River School..... Minn.	600						
24	Zuni School..... N. Mex.	200						
25	Kaw School..... Okla.	500						
26	Pawnee Agency..... Okla.	500						
27	Rapid City School..... S. Dak.	700						
28	Casper..... Wyo.	400						
29	Omaha, Nebr., or Kansas City, Mo.....	104,050	104,050					

a Both points only. Delivery to be made thirty days after notice is received.

b Only in case he secures feed and bran. Delivery to be made within thirty days after notice is received.

c In one delivery. Delivery to be made within thirty days after notice is received.

d Delivery to be made before navigation on the Missouri River closes for the season.

e Yellow. "Only."

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CORN.

John W. Turner.	Charles H. Searing.	John A. Lieg.	Charles M. Upham.	Rollin A. Keyes.	Reid, Murdock & Co.	Sever S. Stadsvold.	Solway Mercantile Co.	Palmer Ketner.	Edward L. Donahoe.	John J. McNamara.	Charles H. King.	Nathan W. Wells.	Charles H. Searing.	Number.
														1
														2
														3
														4
														5
														6
														7
														8
														9
.89	1.13													10
		1.15	1.10											11
	1.07													12
														13
	1.39													14
	1.29													15
	1.07													16

CORN MEAL.

				.013	e .0114	f 2.00								16
						f 2.00								17
						f 2.00								18
							21.00							19
						f 2.00								20
						f 2.00								21
						f 2.25								22
								2.85						23
									1.35					24
									1.35					25
										1.35				26
											8.00			27
												1.04	1.17	28
														29

f "Only."

g 180,000 pounds, delivered at Rushville at 88 cents and at Pine Ridge Agency at \$1.05.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded].

CRACKED WHEAT.

CRACKED WHEAT.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Pickens.	Rollin A. Keyes.
1	Chicago Ill.	Pounds. 18,100	Pounds. 18,100		.0225
2	Omaha..... Nebr.	18,100		.02 $\frac{1}{2}$	

Reid, Murdock & Co.	Adam J. Kasper.	Marvin A. Dean.	Charles H. Searing.	Nathan W. Wells.	J. Arthur Lake.	James O. Kruhm.	Sever S. Stadsvoid.	Solway Mercantile Co.	David Rees.	Number.
a.0219	.0224	.022								1
										2

FEED.

FEED.

3	Hackberry (for Truxton Canyon)..... Ariz.	7,500	7,500		
4	Perris School..... Cal.	10,000	10,000		
5	Riverside School..... Cal.	20,000	20,000		
6	Fort Lewis School..... Colo.	20,000	20,000		
7	Grand Junction School..... Colo.	30,000	30,000		
8	Fort Hall School..... Idaho.		(c)		
9	Sauk and Fox School..... Iowa.	10,000	10,000		
10	Toledo (for Sauk and Fox School)..... Iowa.	10,000			
11	Mount Pleasant School..... Mich.	20,000	20,000		
12	Bena (for Bena School; for Leech Lake Agency and Schools)..... Minn.	8,000	8,000		
13	Cass Lake (for Cass Lake School)..... Minn.	7,000	7,000		
14	Solway (for Red Lake and Cross Lake)..... Minn.	13,000	13,000		
15	Walker (for Leech Lake, Chippewas and school)..... Minn.	40,000	40,000		
16	Detroit (for schools of White Earth Agency)..... Minn.	5,000	5,000		
17		7,000	7,000		
18		8,000	8,000		
19	Fosston (for Wild Rice River School)..... Minn.	10,000			
20	Twin Valley (for Wild Rice River School)..... Minn.		10,000		
21	Wild Rice River School..... Minn.				
22	Park Rapids (for Pine Point School)..... Minn.	6,000	6,000		
23	Morris School..... Minn.	10,000	10,000		
24	Vermilion Lake School..... Minn.	8,000	8,000		
25	Dakota City (for Omaha School)..... Nebr.	4,000			
26	Dakota City (for Winnebago School)..... Nebr.	6,000			
27	Omaha and Winnebago schools..... Nebr.	10,000	10,000		
28	Omaha and Winnebago Agency..... Nebr.	10,000			
29	Rushville (for Pine Ridge)..... Nebr.	40,000			e 1.22
30	Rushville (for Rosebud School)..... Nebr.	30,000			f 1.18
31	Valentine (for Rosebud School)..... Nebr.	30,000			g 1.14

			2.94							3
			b 1.44							4
			b 1.49							5
			2.56							6
			1.54	1.83						7
										8
			1.27		1.20					9
						1.36				10
			1.27		1.27	1.34				11
			1.43			1.39	a 1.53			12
			1.43			1.39	a 1.53			13
			1.33			1.43	a 1.39	1.10		14
			1.34			1.39	a 1.40			15
						1.34				16
						b 1.21				17
						d 1.21				18
										19
						1.44	a 1.30			20
							a 1.43			21
							a 1.65			22
						1.34	a 1.39			23
			1.49			1.49				24
			1.39			1.39				25
						1.34				26
						1.33				27
			1.24							28
										29
				.97						30
										31

a "Only."

b Bran.

c 7,000 pounds called for; none offered.

d Shorts.

e As required. } Delivery to be made within 30 days after notice is received.

f One delivery.

g Delivery to be made within 30 days after notice is received.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FEED—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Riverside Mill Co.	Charles H. Searing.	Abraham Staab.
		<i>Pounds.</i>	<i>Pounds.</i>			
1	Wadsworth (for Nevada School).....Nev..	30,000	30,000	1.75	1.77	
2	Albuquerque (for school).....N. Mex..	30,000	30,000		1.29	
3	Dulce (for Jicarilla School).....N. Mex..	10,000			2.37	
4	Jicarilla School.....N. Mex..	5,000	*10,000			
5	Santa Fe School.....N. Mex..	10,000	10,000		1.39	1.57
6		20,000	20,000			
7	Bismarck (for Fort Berthold School)....N. Dak..	5,000				
8	Bismarck (for Standing Rock).....N. Dak..	74,000				
9	Fort Berthold School.....N. Dak..	5,000	5,000			
10	Standing Rock Agency.....N. Dak..	74,000	74,000			
11	Standing Rock School and Agency.....N. Dak..	56,000				
12	Osage School.....Okla..	8,000	8,000		1.35	
13	Kaw City (for school).....Okla..	10,000			1.09	
14	Kaw School.....Okla..	10,000	10,000			
15	Chemawa (for Salem School).....Oreg..	16,000				
16	Pendleton (for Umatilla School).....Oreg..	30,000	30,000		1.43	
17	Salem (for school).....Oreg..	16,000	16,000		1.47	
18	Umatilla School.....Oreg..	30,000				
19	Yainax School.....Oreg..	30,000				
20	Canton Insane Asylum.....S. Dak..	9,000				
21	Canton (for insane asylum).....S. Dak..	9,000	9,000			
22	Chamberlain School.....S. Dak..	25,000				
23	Chamberlain (for school).....S. Dak..	25,000	25,000			
24	Chamberlain (for Crow Creek).....S. Dak..	25,000				
25	Chamberlain (Lower Brulé).....S. Dak..	40,000				
26	Cheyenne River Agency.....S. Dak..	100,000				
27		60,000				
28	Cheyenne River School and Agency.....S. Dak..	90,000	90,000			
29	Cheyenne River School.....S. Dak..	5,000	5,000			
30		5,000	5,000			
31		30,000				
32	Crow Creek School.....S. Dak..	25,000	25,000			
33	Gettysburg (for Cheyenne River).....S. Dak..	100,000				
34		60,000				
35		30,000				
36		5,000				
37		5,000				

* For school, 5,000 pounds; for agency, 5,000 pounds.

^a F. o. b. Bran.

^b Bran.

^c One delivery. Delivery to be made within 30 days after notice is received.

^d Bran and shorts.

^e 4,000 pounds called for; none offered.

^f One-half corn, one-half oats.

^g With oats only. One delivery to be made within 30 days after notice is received.

^h With corn only. One delivery to be made within 30 days after notice is received.

ⁱ Delivery to be made within 30 days after notice is received.

^j Shorts.

^k Bran.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FEED—Continued.

Robert E. Putney.	Emmet Wirt.	James O. Kruhn.	J. Arthur Lake.	David Rees.	Edward L. Donahoe.	Charles S. Weller.	William S. Byers.	George L. Chesley.	James W. Sanford.	James C. McVay.	Walter B. Wait.	Number.
^a 1.25	2.33											1
	2.33											2
												3
												4
												5
												6
												7
		1.16										8
		1.16										9
		1.82										10
		1.46	1.37									11
				^e 1.49								12
					1.28							13
					1.08							14
						1.60						15
		1.69										16
		1.69										17
							^d 1.00					18
												19
								^f 1.60				20
		1.39		^g 1.40								21
		1.30		^h 1.24				^f 1.48				22
									1.29			23
									1.19			24
									1.19			25
		1.30		^c 1.24						1.075		26
				ⁱ 1.30								27
		1.39										28
			1.20									29
			^k 1.39									30
			^j 1.39									31
			^k .95									32
												33
								^f 1.58	1.29			34
				ⁱ 1.25						1.125		35
												36
		1.29										37
		1.29										38
		1.29										39
		1.29										40

ⁱ Delivery to be made before navigation closes for the season.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FEED—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Walter B. Wait.	George L. Chesley.
1	Lower Brulé Agency (for school)..... S. Dak.	40,000		a 1.31½	
2	Lower Brulé School..... S. Dak.	40,000	40,000		b 1.58
3	Pierre School..... S. Dak.	24,000	24,000		b 1.48
4		* 10,000	10,000		1.40
5	Pollock (for Standing Rock) f. o. b..... S. Dak.	74,000			
6	Rapid City School..... S. Dak.	10,000	10,000		
7	Rosebud School..... S. Dak.	30,000	30,000		b 1.68
8	Wagner (for Yankton School)..... S. Dak.	10,000			
9	Yankton Agency (for school)..... S. Dak.	10,000			
10	Yankton School..... S. Dak.	10,000	10,000		b 1.48
11	Shebit School..... Utah	(g)			
12	Uinta School..... Utah	4,000	4,000		
13	Creston (for Fort Spokane School)..... Wash.	16,000	16,000		
14	Puyallup School..... Wash.	15,000	15,000		
15	Reservation (for Puyallup School)..... Wash.	15,000			
16	Toppenish (for Yakima School)..... Wash.	8,000			
17	Yakima School..... Wash.	8,000	8,000		
18					
19	Hayward School..... Wis.	10,000	10,000		
20	Lac du Flambeau School..... Wis.	60,000	60,000		
21		* 8,000	8,000		
22	Oneida School..... Wis.	10,000	10,000		
23	Wittenberg School..... Wis.	15,000	15,000		

* Bran.

a Delivery to be made before navigation on the Missouri River closes.

b One-half oats, one-half corn.

c One delivery. To be made within 30 days after notice is received. Bids for oats with feed and bran only.

d Delivered at Pierre, S. Dak.

e One delivery. To be made with oats only. Delivery to be made within 30 days after notice is received.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FEED—Continued.

James O. Kruhn.	James W. Sanford.	J. Arthur Lake.	David Rees.	James C. McVay.	John J. McNamara.	Charles H. Searing.	Ralph B. Smith.	Alvin C. Coburn.	Charles M. Upham.	Number.
										1
1.39	1.29									2
1.37		1.20	c 1.14	d 1.24						3
1.39		.90	c 1.14	d 1.24						4
			1.34							5
1.49			e 1.30		1.39					6
										7
1.39			f 1.25							8
1.44										9
										10
						2.87				11
1.72						1.88				12
							1.25			13
										14
1.55						1.37				15
1.94						1.95				16
								1.60		17
								i 1.375		18
1.39			e 1.30			1.45				19
1.29			j 1.25			i 1.24				20
1.29			k 1.25			i 1.29				21
1.44						1.45				22
1.34						1.35			m 1.25	23

f Delivery to be made within 30 days after notice is received with oats only.

g 1,000 pounds called for; none offered.

h To be delivered as called for.

i Rolled or ground barley.

j Feed. All or none, corn included. Delivery to be made within 30 days after notice is received.

k Bran. All or none, corn included. Delivery to be made within 30 days after notice is received.

l Delivered at Lac du Flambeau.

m Delivered at Wittenberg.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

FLOUR.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	•		
				Adolph Schuster.	Charles Goldman.	Robert E. Putney.
		<i>Pounds.</i>	<i>Pounds.</i>			
1	Canyon Diablo (for Oraiba School)..... Ariz..	8,000				
2	Fort Apache Agency..... Ariz..	50,000		3.75	3.80	3.28
3				3.65		
4	Fort Apache School..... Ariz..	39,000		3.75	3.80	
5				3.65		
6	Fort Apache..... Ariz..	89,000	89,000			
7	Hackberry (for Truxton Canyon)..... Ariz..	10,000			3.00	
8		46,000	46,000			
9	Holbrook (for Fort Apache Agency)..... Ariz..	50,000				
10	Holbrook (for Fort Apache School)..... Ariz..	39,000				
11	Holbrook (for Hopi schools)..... Ariz..	45,000			2.90	
12		8,000			2.90	
13		8,000				
14	Mellen (for Colorado River Agency and School), Ariz.....	63,500	63,500		3.00	
15	Hopi School..... Ariz..	45,000		3.80		3.51
16		45,000		3.70		
17	Hopi Day School..... Ariz..	8,000		3.80		3.51
18		8,000		3.70		
19	(For both schools.)	53,000	53,000			
20	Needles (for Fort Mojave)..... Ariz..	60,000	60,000		3.00	
21	Oraiba School..... Ariz..	8,000	8,000	4.05		
22		8,000		3.95		
23	Phoenix School..... Ariz..	200,000	200,000			
24	Rice Station (for school)..... Ariz..	60,000	60,000			
25	San Carlos Station (for school and agency)..... Ariz..	124,000	124,000			
26	Seligman (for Havasupai School)..... Ariz..	1,950				
27	Truxton Canyon School..... Ariz..	36,000			3.00	
28	Western Navaho School..... Ariz..	37,000	37,000	4.15		
29		37,000		4.05		
30	Winslow (f. o. b. for Western Navaho School), Ariz.....	37,000				2.64
31	Ager (for Klamath Agency, etc.)..... Cal..	51,300	(*)			
32	Arlington (for Riverside School)..... Cal..	80,000				
33	Beckwith (for Greenville School)..... Cal..	20,000	20,000			
34	Eureka (for Hupa Valley School)..... Cal..	35,000				
35	Fort Yuma School..... Cal..	32,000	32,000			
36	Greenville School..... Cal..	20,000				
37	Hupa Valley Agency and School..... Cal..	39,400	39,400			
38	Korbel (for Hupa Valley)..... Cal..	39,400				

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR.

			Charles H. Searing.	Abraham Staab.	Clinton N. Cotton.	James M. Bryant.	Harry M. Kennedy.	Ulrich Z. Rand.	James A. Snook.	Riverside Mill Co.	John C. Young.	Alexander H. Anderson.	Alexander Brizard.	Patrick A. Gaynor.	Number.
			3.60	3.54	3.50										
															2
															3
															4
															5
			a 3.34	3.28	3.24										6
															7
			a 2.84	2.78	2.74										8
						3.17	2.73								9
						3.17	2.73								10
						3.17									11
						3.17									12
						3.17									13
			a 2.84	2.78	2.74										14
						3.65									15
															16
															17
															18
			a 3.39	3.33	3.29										19
			a 2.84	2.78	2.74										20
								b 3.95							21
															22
			2.79	2.73	2.69		2.74	2.77							23
			a 2.99	2.93	2.89										24
			a 2.93	2.87	2.83										25
			3.84	3.78	3.74										26
															27
			a 3.59	3.53	3.49					b 3.95					28
															29
															30
									c. 0309						31
									c. 02615						32
									c. 0316	2.70					33
									c. 0211						34
			a 2.73	2.67	2.63										35
											3.25	3.60			36
													3.55		37
													2.35	2.39	38

* No award.
a Sample No. 1.
b "Only."
c Per pound.

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.			Charles H. Searing.			James A. Snook.	Arnold J. Stalder.
		Pounds.	Pounds.								
1	Madeline (for Fort Bidwell School), Cal	12,000							b .0386		
2	Perris School	20,000	20,000	2.54	2.48	2.44				h 2.05	
3	Perris (for school)	20,000							b .0264		
4	Riverside School	80,000	80,000	2.49	2.43	2.39				h 2.00	
5	Round Valley Agency	38,000	38,000								
6	San Francisco (f. o. b.)	500,000							b .0198		
7	Willitts (for Round Valley)	394,000							b .0239		
8		38,000									
9	Grand Junction (for school)	50,000	50,000								
10	Ignacio	50,000									
11		20,800									
12		70,800	70,800	a 2.33	2.27	2.23					
13	Mancos (for Navaho Springs Agency), Colo	65,000		2.43	2.37	2.33					
14	Navaho Springs	65,000	65,000								
15	Southern Ute School	20,800									
16	Fort Hall School	50,000	50,000								
17	Fort Lapwai School	50,000	(d)								
18	Lemhi School	22,000									
19	Lemhi Agency	40,000									
20	Ross Fork (for Fort Hall Agency), Idaho	35,000	35,000								
21	Ross Fork (for Fort Hall School), Idaho	50,000									
22	Wyandotte (for Seneca School), Ind. T	36,820	36,820	1.74	1.68	1.64					
23											
24	Sauk and Fox School	26,000	26,000	a 1.97	1.91	1.87					
25	Elgin (for Osage School)	30,000		1.61	1.55	1.51					
26											
27	Germantown (for Kickapoo School), Kans	20,000	20,000	1.89	1.83	1.79					
28											
29	Haskell Institute	184,000	184,000	1.57	1.51	1.47					
30	Hoyt (for Potawatomi School)	18,000	18,000	1.87	1.81	1.77					
31											
32	India Station (for Haskell Institute), Kans	184,000									
33											
34	Lawrence (for Haskell Institute), Kans	184,000									
35	Mount Pleasant School	75,000	75,000								
36											
37	Mount Pleasant (for school)	75,000		1.84	1.78	1.74					
38											

a Sample No. 1.
 b Per pound.
 c Patent.
 d No award.
 e Car lots.
 f Less than car lots.
 g Sample B.
 h XXXX flour.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

John Silvanus Rohr- bough.	Patrick A. Gaynor.	Abraham Staab.	Herman M. Guillet.	James D. Mowry.	Herman C. Schroeder.	Felix P. Robert.	Gilbert C. Wright.	George W. Buzzard.	Kelly Brothers.	James H. Ross.	Edwin B. Pierson.	Nathan W. Wells.	Steven F. Gilman.	J. Arthur Lake.	Number.
															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
															29
															30
															31
															32
															33
															34
															35
															36
															37
															38

† Bid is for delivery at Toledo.

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.	Albert M. Sheldon.	Red Lake Falls Milling Co.	Sever S. Stadsvoold.
		Pounds.	Pounds.			
1	For Leech Lake Agency and Schools:					
2	Bena (for Cross Lake School)..... Minn.	10,000		1.95		
3	For Bena School..... Minn.	11,000	11,000		1.88	*1.79
4	Cass Lake (for school)..... Minn.	10,000	10,000	1.95	1.86	*1.79
5	Solway (for police)..... Minn.	1,200	1,200	1.825	1.84	*1.74
6	Solway (for Red Lake School).....	20,000	20,000	1.825	1.84	*1.74
7	Solway (for Cross Lake School).....	10,000	10,000	1.825	1.84	*1.74
8		10,000				
9		31,200				
10	Walker..... Minn.	41,200				
11		38,000				
12	Walker (for Leech Lake Chippewa).....	20,000	20,000	1.825	1.89	*1.79
13	Walker (for Leech Lake School).....	18,000	18,000	1.825	1.89	*1.79
14	For White Earth Agency and Schools:					
15	Detroit..... Minn.	32,500				
16	Detroit (for White Earth Chippewa).....	2,500	2,500	1.85	1.81	*1.85
17	Detroit (for White Earth School).....	30,000	30,000	1.85	1.81	*1.85
18	Fosston..... Minn.	18,000				*1.69
19	Park Rapids (for P. P. School)..... Minn.	16,000	16,000	1.90	1.91	*1.79
20	Twin Valley (for Wild Rice River School), Minn.....	18,000		1.85	1.75	*1.79
21	Wild Rice River School..... Minn.	18,000	18,000			*2.10
22	Morris School..... Minn.	40,000	40,000			
23						
24	Morris (for school)..... Minn.	40,000				*1.90
25	Pipestone school..... Minn.	35,000	35,000			
26						
27	Pipestone (for school)..... Minn.	35,000				
28	Birch Cooley Day School..... Minn.	300				
29	Tower (for Vermilion Lake School)..... Minn.	25,000	25,000			
30						
31	Blackfeet Agency..... Mont.	58,500	(b)			
32						
33	Blackfeet School..... Mont.	17,120	(b)			
34						
35	Browning (for Blackfeet Agency)..... Mont.	58,500	(b)			
36	Browning (for Blackfeet School)..... Mont.	17,120	(b)			
37	Fort Belknap Agency..... Mont.	12,000	(b)			
38						
39	Fort Belknap School..... Mont.	30,000	(b)			
40						
41	Fort Belknap School..... Mont.	30,000	(b)			
42						
43	Harlem (for Fort Belknap)..... Mont.	42,000	(b)			

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Louis M. Paschall.	Solway Mercantile Co.	Matthew Harrison.	Heman Ward Stone Co.	Charles H. Searing.	James S. Bell.	Samuel P. Carr.	William M. Atkinson.	Number.
1.60								1
								2
1.60								3
								4
								5
								6
								7
	1.80	1.78						8
1.55								9
1.60		1.78						10
			1.89					11
			1.79					12
			1.00					13
								14
		1.88						15
1.55								16
1.55								17
1.60								18
1.60								19
								20
			1.74	*1.79				21
			1.64	1.73				22
				1.69				23
		1.78		*1.77	1.59			24
				1.71		1.87		25
				1.67				26
					1.59			27
						1.87		28
								29
		1.90	2.09	*1.91				30
			1.99	1.85				31
				1.81				32
							1.90	33
							2.05	34
							1.95	35
							2.20	36
								37
					1.88			38
					1.88			39
							1.75	40
							1.90	41
							1.85	42
							2.10	43
		2.10						44
					1.75			45

*"Only."
 *Sample No. 1.
 *No award.

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.	Matthew Harrison.	William M. Atkinson.	Louis M. Paschall.	James S. Bell.
		Pounds.	Pounds.				
1	Fort Peck Agency..... Mont..	135,000			1.65		
2					1.85		
3		50,000			1.90		
4					2.15		
5	Fort Shaw School..... Mont..	80,000			1.85		
6					2.00		
7					1.85		
8					2.10		
9	Poplar (for Fort Peck)..... Mont..	185,000		1.96		1.65	
10				1.86			
11		135,000					1.67
12		50,000					1.67
13	Red Rock (for Lemhi)..... Mont..	62,000	62,000				
14	Vaughn (for Fort Shaw School)..... Mont..	80,000					1.79
15	Dakota City (for Omaha and Winnebago), Nebr.....	39,000	39,000				
16							
17	Genoa School..... Nebr..	50,000	50,000				
18							
19							
20	Niobrara (for Ponca of Santee)..... Nebr..	4,700	4,700				
21							
22							
23	Rushville (for Pine Ridge)..... Nebr..	650,000	650,000				
24							
25							
26							
27	Valentine (for Rosebud)..... Nebr..	600,000					1.83
28		311,400					
29							
30		302,800					1.70
31		270,000					1.90
32		328,000	311,400				
33							
34	Valentine, Nebr., and Bonesteel, S. Dak.....	328,000					
35	Carson School..... Nev..	75,000	75,000				
36							
37							
38	Elko (for Western Shoshoni)..... Nev..	20,000					
39	Schurz (for Carson School)..... Nev..	85,000					f .0813
40	Wadsworth (for Nevada Agency and School), Nev.....	27,000					f .0873
41		15,000	15,000				
42		8,000	8,000				2.60
43	Walker River (Plute)..... Nev..	8,000	8,000				2.60
44	Walker River (day school)..... Nev..	2,000	2,000				3.05

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Albert M. Sheldon.	Gilbert C. Wright.	Felix P. Robert.	Steven F. Gilman.	Nathan W. Wells.	Charles H. Searing.	Henry Ernest Fonda.	Kelly Brothers.	Frank L. Sanders.	Boyes, Hulschizer & Co.	John J. McNamara.	Peter Heitman.	James A. Snook.	Riverside Mill Co.	Number.
														1
														2
														3
														4
														5
														6
														7
														8
														9
														10
2.00														11
2.00														12
	2.00	1.80												13
														14
														15
														16
														17
														18
														19
														20
														21
														22
														23
														24
														25
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														27
														28
														29
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														31
														32
														33
														34
														35
														36
														37
														38
														39
														40
														41
														42
														43
														44

a Sample B.
 b In Government warehouse.
 c Delivered in Genoa, Nebr.
 d In car lots.
 e In less than car lots } Genoa, Nebr.
 f Per pound.

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.	Abraham Staab.	Kelly Brothers.
1	Albuquerque school N. Mex..	Pounds. 90,000	Pounds. 90,000	2.67	
2					
3					
4	Albuquerque (for school)..... N. Mex..	90,000			c 2.33
5					d 2.83
6		92,500			
7	Dulce (for Jicarilla School)..... N. Mex..	30,000		2.43	
8	Dulce (for Jicarilla Agency)..... N. Mex..	75,000		2.43	
9	Dulce (for School and Agency)..... N. Mex..	105,000	105,000		
10					
11					
12	Gallup (for Navaho)..... N. Mex..	20,000		3.04	
13		40,000		3.04	
14		15,000		3.04	
15		77,500	75,000		
16					
17					
18	Gallup (for Zuni School)..... N. Mex..	2,500			
19	Little Water School..... N. Mex..	15,000			
20	Navaho Agency..... N. Mex..	20,000			
21		60,000			
22	Navaho School..... N. Mex..	40,000			
23	Santa Fe School..... N. Mex..	92,000	92,000	2.28	
24					
25					
26	Santa Fe (for school)..... N. Mex..	90,000			c 2.23
27					d 2.83
28	Zuni School..... N. Mex..	2,500			
29	Charlotte (for Eastern Cherokee School)..... N. C.	40,000			
30					
31	Eastern Cherokee School..... N. C.	40,000	40,000		
32					
33					
34	Whittier (for Eastern Cherokee School)..... N. C.	40,000			
35					
36					
37	Berthold (for Fort Berthold)..... N. Dak.	53,600			
38	Berthold, Des Lacs, Stanley, or Lone Tree..... N. Dak.	50,000			
39	Buford (for Fort Peck)..... N. Dak.	185,000			

a Sample No. 1.
 b F. o. b. cars.
 c Car lots.
 d Less than car lots.
 e Sample B.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Robert E. Putney.	Charles H. Searing.	Emmet Wirt.	Palmer Ketner.	Clinton N. Cotton.	Steven F. Gilman.	N. W. Wells.	Louis L. Bingham.	Albert M. Sheldon.	Louis M. Paschall.	Number.
	a 2.07									1
	2.01									2
	1.97									3
										4
										5
	b 2.10									6
		2.39								7
		2.39								8
	a 2.37									9
	2.31									10
	2.27									11
			2.66	2.50	2.55					12
			2.66	2.50	2.55					13
			2.66	2.50	2.55					14
	a 2.49									15
	2.43									16
	2.39									17
			2.56	2.40	2.50					18
	2.96		3.06	2.90	2.95	3.08				19
			3.06	2.90	2.95	3.08				20
	2.96		3.06	2.90	2.95	3.08				21
			3.06	2.90	2.95	3.08				22
	a 1.99									23
	1.93									24
	1.89									25
										26
			3.16	3.00	3.10					27
						2.49				28
						2.39				29
							2.23			30
							e 2.18			31
							2.13			32
							2.13			33
	2.15						2.08			34
	2.09						2.08			35
	2.05						2.03			36
								1.88		37
								1.85		38
								1.875	1.55	39

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.	Matthew Harrison.	James S. Bell.
		Pounds.	Pounds.		
1	Devils Lake Agency..... N. Dak.	63,000		1.66	
2	Devils Lake Agency (for T. M. Chippewa).....	60,000		1.75	
3				1.85	
4	Devils Lake (for T. M. Chippewa).....	60,000		1.70	1.43
5				1.60	
6	Devils Lake (for Fort Totten School)..... N. Dak.	80,000		1.70	1.43
7	Elbowoods (for Fort Berthold)..... N. Dak.	53,600	53,600		
8	Fort Totten School..... N. Dak.	80,000		1.85	
9	Mandan (for Fort Berthold)..... N. Dak.	53,600			
10	Mandan (for Standing Rock)..... N. Dak.	369,600			
11	Oberon (for Devils Lake)..... N. Dak.	60,000			1.54
12	Oberon (for Fort Totten)..... N. Dak.	80,000			1.54
13	Rolla (for Devils Lake)..... N. Dak.	63,000		1.57	1.47
14				1.47	
15		60,000			
16	Standing Rock Agency and School..... N. Dak.	369,600			
17	Standing Rock Agency..... N. Dak.	369,600			
18	Standing Rock..... N. Dak.	369,600	369,600		
19	Washburn (for Fort Berthold)..... N. Dak.	53,600			
20	Anadarko (for Kiowa)..... Okla.	120,000	120,000		
21					
22	Chilocco School..... Okla.	180,000	180,000		
23					
24	Chilocco Siding..... Okla.	180,000			
25	Chilocco Station..... Okla.	180,000			
26					
27	Darlington Siding (for Cheyenne and Arapaho)..... Okla.	81,000			
28	Darlington (for Cheyenne and Arapaho)..... Okla.	81,000	81,000		
29					
30	Fort Reno (for Cheyenne and Arapaho)..... Okla.	81,000			
31					
32	Fort Sill School..... Okla.	40,000	40,000		
33					
34	Gotebo (for Rainy Mountain School)..... Okla.	25,000	25,000		
35					
36					
37					
38					
39					
40					

a In car lots.
 b Less than car lots.
 c Sample No. 1.
 d Delivered in warehouse.
 e Per barrel of 196 pounds.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

which contracts have been awarded.]

FLOUR—Continued.

Louis L. Bingham.	Albert M. Sheldon.	Louis M. Paschall.	Hiram R. Lyon.	William R. Morris.	Harold J. Hutton.	Charles M. Jackson.	Kelly Brothers.	Edward L. Donahoe.	Charles H. Searing.	Number.
										1
										2
										3
1.56										4
										5
1.56	1.75	1.45								6
			2.17							7
										8
			1.73							9
			1.73							10
	1.93	1.55		e3.57						11
	1.98	1.55								12
	1.785	1.45								13
										14
1.67										15
					2.03					16
			2.04	e4.00						17
			1.85	e3.52						18
						1.75				19
							a1.88	1.74	c1.83	20
							b2.38		1.77	21
									1.73	22
									c1.43	23
									1.43	24
									1.39	25
						1.75				26
							a1.78			27
							b2.04			28
						1.75				29
									c1.83	30
									1.77	31
									1.73	32
							a1.86			33
							b2.33			34
						1.75	a1.90	1.74	c1.81	35
							b2.45		1.75	36
									1.71	37
						1.75	a1.90		c1.85	38
							b2.46		1.79	39
									1.75	40

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

FLOUR—Continued.

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James W. Sanford.	
1	Chamberlain (for Crow Creek Agency and School), S. Dak.....	95,000	95,000		
2	Chamberlain (for Crow Creek Agency).....	70,000		b 2.05	b 1.85
3				b 1.85	b 2.05
4				b 1.55	b 2.30
5	Chamberlain (for Crow Creek School).....	25,000		c 2.05	c 1.85
6				c 1.85	c 2.05
7				c 1.55	c 2.30
8	Chamberlain (for Lower Brulé Agency and School), S. Dak.....	54,000	54,000		
9	Chamberlain (for Lower Brulé Agency).....	30,000		e 2.05	e 1.85
10				e 1.85	e 2.05
11				e 1.55	e 2.30
12	Chamberlain (for Lower Brulé School).....	24,000		f 2.05	f 1.85
13				f 1.85	f 2.05
14				f 1.55	f 2.30
15	Chamberlain (for Big White River Issue Station, Rosebud Agency)..... S. Dak..	16,600	(i)	2.05	1.85
16				1.85	2.05
17				1.55	2.30
18	Cheyenne River Agency and Schools..... S. Dak..	218,500	218,500		
19	Cheyenne River Agency.....	218,500			
20	Crow Creek Agency and School..... S. Dak..	124,000			
21	Flandreau (for Riggs Institute)..... S. Dak..	125,000			
22		120,000			
23	Flandreau (for Flandreaus)..... S. Dak..	5,000			
24	Gettysburg (for Riggs Institute)..... S. Dak..	120,000			
25	Gettysburg (for Cheyenne River)..... S. Dak..	218,500			
26	Lower Brulé Agency and School..... S. Dak..	54,000			
27	Pierre School..... S. Dak..	40,000	40,000		
28	Pierre (for school)..... S. Dak..	40,000			
29	Pine Ridge Agency and School..... S. Dak..	650,000			
30	Pollock (for Standing Rock)..... S. Dak..	369,600			
31	Rapid City School..... S. Dak..	30,000	30,000		
32	Riggs Institute (for school and Flandreaus)..... S. Dak..	125,000	125,000		
33	Rosebud Agency and School..... S. Dak..	328,000			
34	Sisseton School..... S. Dak..	29,200	29,200		
35	Springfield (for school)..... S. Dak..	18,400			
36	Wagner (for Yankton)..... S. Dak..	95,000	95,000		
37	Yankton Agency and School..... S. Dak..	95,000			

James C. McVay.	Steven F. Gilman.	Harold J. Hutton	J. Arthur Lake.	Samuel P. Carr.	Charles P. Walton.	Hiram R. Lyon.	William R. Morris.	John J. McNameara.	Nathan W. Wells.	Heman Ward Stone Co.	John W. Turner.	Number.
1.875	1.80											1
	1.70											2
												3
												4
												5
												6
												7
												8
1.875	1.80											9
	1.70											10
												11
												12
												13
												14
												15
												16
												17
	1.85											18
	1.75											19
		1.98	1.95									20
			1.85									21
2.04												22
		1.94										23
1.875												24
				1.67								25
				1.67								26
		2.03										27
		1.98										28
1.89	1.85		1.80									29
	1.75		1.70									30
		1.94	1.87									31
			1.77									32
2.075	1.85											33
	1.75											34
		1.93										35
	1.85				1.75	1.92	1.85					36
					1.80							37
								1.70	1.88			38
									1.83			39
									1.78			40
			1.82									41
			1.72									42
		1.90										43
			1.93							1.89		44
			1.88							1.79		45
											1.72	46
1.79	1.80											47
	1.70											48
		1.90										49

j Per barrel of 196 pounds.

a Sample No. 1.
 b Delivered at Crow Creek Agency, { 15 cents additional.
 c Delivered at Crow Creek Agency School, }
 e Delivered at Lower Brulé Agency, { 15 cents additional.
 f Delivered at Lower Brulé Agency School, }
 g Sample B.
 h Bid is for delivery at Rapid City, S. Dak.
 i 16,600 pounds for Big White River Issue Station, to S. F. Gilman, at \$1.80. See his bid for Chamberlain School.

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.	Thomas Sevy.	Louis M. Paschall.	Gilbert C. Wright.
1	Ouray and Uinta Agencies	Utah.. 127,000	127,000			
2	Pangwitch (for Shebits School)	Utah.. 1,500		a 45.00		
3	Price (for Ouray and Uinta)	Utah.. 127,000				
4	Price (for Ouray Agency)	Utah.. 38,000				2.40
5	Price (for Ouray School)	Utah.. 12,000				2.40
6	Price (for Uinta Agency)	Utah.. 30,000				2.40
7	Price (for White River Utes)	Utah.. 25,000				2.40
8	Price (for Uinta School)	Utah.. 22,000				2.40
9	Colville Agency	Wash.. 1,000	1,000			
10		6,000	6,000			
11		44,000	44,000			
12	Nespillem Agency (for Joseph's Band)	Wash.. 6,000	3,000			
13	Neah Bay Agency	Wash.. (c)				
14	Puyallup School	Wash.. 20,000	20,000			
15	Tulalip Day School	Wash.. (d)				
16	Yakima Agency and School	Wash.. 29,000	29,000			
17	Ashland (for La Pointe)	Wis.. 21,500	21,500			
18	Green Bay Agency	Wis.. 27,700				
19	Hayward School	Wis.. 50,000	50,000			
20	Hayward (for school)	Wis.. 50,000			1,625	
21	Keshena (for Green Bay)	Wis.. 27,700	27,700			
22	Lac du Flambeau (for school)	Wis.. 38,000	38,000			
23	Oneida School	Wis.. 50,000	50,000			
24	Oneida (for school)	Wis.. 50,000				
25	Shawano (for Green Bay)	Wis.. 27,700				
26	Tomah School	Wis.. 70,000	70,000			
27	Tomah (for school)	Wis.. 70,000				
28	Wittenberg School	Wis.. 30,000	30,000			
29	Wittenberg (for school)	Wis.. 30,000				

a For all. To be delivered at Pangwitch, Utah, or at school if located there; otherwise not to be considered.

b Sample No. 1.

c 3,500 called for; none offered.

d 4,200 called for; none offered.

e Sample B.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Thomas Sevy.	Louis M. Paschall.	Gilbert C. Wright.	William J. Olwell.	Ralph B. Smith.	Alvin C. Coburn.	Nathan W. Wells.	Charles H. Searing.			John A. Lieg.	James S. Bell.	Albert M. Sheldon.	Charles M. Upham.	W. H. Shultz.	John A. Lieg.	
											b 2.83	2.77	2.73							
1																				1
2																				2
3																				3
4																				4
5																				5
6																				6
7																				7
8																				8
9							1.675													9
10							1.675													10
11							1.675													11
12							2.40													12
13								2.10												13
14									2.32 ^{3/8}											14
15																				15
16										1.88	e 1.83	1.78	1.97	1.91	1.87					16
17										1.83	e 1.78	1.73	1.89	1.83	1.79					17
18														1.98						18
19															1.54	1.925				19
20																	1.80			20
21										1.93	e 1.88	1.83	2.00	1.94	1.90					21
22										1.83	e 1.78	1.73	1.97	1.91	1.87					22
23																				23
24										1.93	1.88	1.83	1.97	1.91	1.87					24
25										1.79	e 1.74	1.69	1.85	1.79	1.75				1.80	25
26																				26
27										1.91	e 1.86	1.81	1.94	1.88	1.84					27
28																				28
29														1.56						29

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[Figures in large type denote rates

at which contracts have been awarded.]

HARD BREAD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Francis J. Dessoir.	William C. Stone.
1	Chicago.....Ill.	Pounds. 70,600	Pounds. 70,600	.0536	.0325
2	St. Louis.....Mo.	70,600			.0355
3	Omaha.....Nebr.	70,600			
4	New York.....N. Y.	70,600		.0467	

HARD BREAD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Louis D. Dozier.	Adam J. Kasper.	Frank J. Hoel.	Charles H. Pickens.	Rollin A. Keyes.	Reid, Murdoch & Co.	Nathan W. Wells.	Marvin A. Dean.
1	Chicago.....Ill.				.0332						
2	St. Louis.....Mo.			.0355							
3	Omaha.....Nebr.										
4	New York.....N. Y.										

HOMINY.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James M. Bryant.	John C. Young.	James Devitt.	Solway Mercantile Co.	Alexander H. Anderson.
5	Chicago.....Ill.	40,049	40,049					
6	Omaha.....Nebr.	18,000						
7	Chicago or Kansas City.....	40,049						
8	Chicago or Kansas City.....	40,049						

HOMINY.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Louis D. Dozier.	Adam J. Kasper.	Frank J. Hoel.	Charles H. Pickens.	Rollin A. Keyes.	Reid, Murdoch & Co.	Nathan W. Wells.	Marvin A. Dean.
5	Chicago.....Ill.					a. 016		.0145	.0134		.015
6	Omaha.....Nebr.						.014				
7	Chicago or Kansas City.....									.0124	
8	Chicago or Kansas City.....										

LARD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James M. Bryant.	John C. Young.	James Devitt.	Solway Mercantile Co.	Alexander H. Anderson.
9	Phoenix School.....Ariz.	5,000		.14				
10	Greenville School.....Cal.	600			.16			.20
11	Korbel (for Hupa Valley School).....Cal.	800						
12	Round Valley School.....Cal.	600						
13	Willets (for Round Valley School).....Cal.	600						
14	Chicago.....Ill.	100,000						
15	Chicago or Kansas City.....	92,670						
16	Chicago, Kansas City, Omaha, St. Joseph, St. Louis, or St. Paul.....							
17	Sauk and Fox School.....Iowa.	600					56.25	
18	Solway.....Minn.	450						
19	Omaha.....Nebr.	92,670	92,670					
20	Fort Totten School.....N. Dak.	2,000				.1150		
21	Sisseton School.....S. Dak.	400						
22	Oneida.....Wis.	1,000						
23	Kansas City, Mo., or Kansas City, Kans.	92,670						

LARD.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Harry D. Mueckler.	Claus J. Schultdt.	Patrick A. Gaynor.	John Sylvanus Rohrbough.	Nelson Morris & Co.	Schwarzchild & Sulzberger Co.	Swift & Co.	Reuben M. Huffman.	Frank Whipple.	Keuhne and Krouse.	Armour Packing Co.	Edward A. Cudahy.
9	Phoenix School.....Ariz.														
10	Greenville School.....Cal.														
11	Korbel (for Hupa Valley School).....Cal.					.155									
12	Round Valley School.....Cal.						.15								
13	Willets (for Round Valley School).....Cal.					.165									
14	Chicago.....Ill.							b. 1151 c. 1129							
15	Chicago or Kansas City.....								b. 11875 c. 11625						
16	Chicago, Kansas City, Omaha, St. Joseph, St. Louis, or St. Paul.....									b. 1196 c. 1171					
17	Sauk and Fox School.....Iowa.			.11	75.00										
18	Solway.....Minn.														
19	Omaha.....Nebr.										.11				{b. 1085 c. 1070}
20	Fort Totten School.....N. Dak.														
21	Sisseton School.....S. Dak.											c. 115			
22	Oneida.....Wis.												.12		
23	Kansas City, Mo., or Kansas City, Kans.													b. 12 c. 11 1/2	

MESS PORK.

Number.	Points of delivery.	Barrels.	Barrels.	James M. Bryant.	John C. Young.	James Devitt.	Solway Mercantile Co.	Alexander H. Anderson.
28	Phoenix School.....Ariz.	5		d. 135				
29	Chicago.....Ill.	473	473					
30	Chicago or Kansas City.....	500						
31	Chicago or Kansas City.....	50						
32	Chicago or St. Paul.....	100						
33	Chicago or St. Paul.....	100						
34	Chicago or St. Paul.....	100						
35	Chicago or St. Paul.....	100						
36	Chicago or St. Paul.....	73						
37	Solway.....Minn.	12					225.00	

MESS PORK.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Harry D. Mueckler.	Claus J. Schultdt.	Patrick A. Gaynor.	John Sylvanus Rohrbough.	Nelson Morris & Co.	Schwarzchild & Sulzberger Co.	Swift & Co.	Reuben M. Huffman.	Frank Whipple.	Keuhne and Krouse.	Armour Packing Co.	Edward A. Cudahy.
28	Phoenix School.....Ariz.														
29	Chicago.....Ill.														17.75
30	Chicago or Kansas City.....						18.47		20.75						
31	Chicago or Kansas City.....									e 18.98					
32	Chicago or St. Paul.....									e 19.08					
33	Chicago or St. Paul.....									e 19.18					
34	Chicago or St. Paul.....									e 19.28					
35	Chicago or St. Paul.....									e 19.38					
36	Chicago or St. Paul.....														
37	Solway.....Minn.														

a "Only."

b In 5-pound cans.

c In 10-pound cans.

d Per pound.

e 75 cents per barrel higher if delivered at Kansas City, Mo., Omaha, St. Joseph, or St. Louis.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

OATS.

OATS.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Adolf Schuster.	Clinton N. Cotton.	Charles H. Searing.	Ulrich Z. Rand.	Riverside Mill Co.
1	Hopi School..... Ariz.	30,000	30,000	2.65	2.90	2.71		
2	Seligman (for Truxton Canyon School), Ariz	15,000	15,000			2.79		
3	Western Navaho School..... Ariz.	33,000	33,000	3.10			2.95	
4	Winslow (for Western Navaho School), Ariz	33,000				1.79		
5	Ager (for Klamath Agency, etc.)..... Cal.	55,000	55,000			1.53		
6	Beckwith (for Greenville School)..... Cal.	8,000						1.90
7	Fort Bidwell School..... Cal.		(b)					
8	Greenville School..... Cal.	8,000	8,000					
9	Fort Lewis School..... Colo.	10,000	10,000			2.43		
10	Grand Junction School..... Colo.	30,000	30,000			1.85		
11	Grand Junction (for school)..... Colo.	30,000						
12	Ignacio (for subagency)..... Colo.	30,000						
13	Ignacio (for school)..... Colo.	9,000				2.17		
14	Ignacio (for agency and school)..... Colo.	30,000				2.17		
15	Ignacio Subagency..... Colo.	30,000	30,000					
16	(For school)..... Colo.	9,000	9,000					
17	Mancos (for Navaho Springs)..... Colo.	10,000				2.39		
18	Navaho Springs Agency..... Colo.	10,000						
19	Navaho Springs..... Colo.	10,000	10,000					
20	Ross Fork (for Fort Hall Agency)..... Idaho.	50,000	50,000					
21								
22	Sauk and Fox School..... Iowa.	10,000	10,000			1.53		
23	Toledo (for Sauk and Fox School)..... Iowa.	10,000						
24	Wyandotte (for Seneca School)..... Ind. T.	20,000	20,000			1.29		
25	Mount Pleasant (for school)..... Mich.	12,000	12,000			1.27		
26	Bena (for Bena School)..... Minn.	6,000	6,000			1.79		
27	Cass Lake (for Cass Lake School)..... Minn.	4,000	4,000			1.79		
28	Solway (for Red Lake and Cass Lake School and Red Lake Chippewa), Minn.	26,760	26,760			1.53		
29	Solway (for Red Lake Chippewa and school), Minn.	18,760						
30	Solway (for Cross Lake School)..... Minn.	8,000						
31	Tower (for Vermilion Lake School), Minn.	5,000						1.65
32	Vermilion Lake School..... Minn.	5,000	5,000			1.59		
33	Walker (for Leech Lake Chippewa), Minn.	21,500	21,500					
34	Walker (for Leech Lake School)..... Minn.	10,000	10,000					
35		31,500				1.53		
36	Crow Agency (for Tongue River)..... Mont.	40,000	40,000					f 1.535
37	Fort Peck Agency..... Mont.	20,000	20,000					
38	Fort Peck School..... Mont.	24,000	24,000					
39	Rosebud station (for Tongue River), Mont.	40,000						
40	Tongue River Agency..... Mont.	40,000						

a "Only."

b 6,000 pounds called for; none offered.

Alexander H. Anderson.	Hans Aspaas.	Abraham Staab.	James D. Mowry.	Herman M. Guillet.	Gilbert G. Wright.	John G. Brown.	James O. Kruhn.	J. Arthur Lake.	John G. McGannon.	Thomas A. Winans.	Solway Mercantile Co.	Sever S. Stadsvold.	Heman Ward Stone Co.	J. F. Twamley & Son.	Number.
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															38
															39
															40

c Delivered after October 1.
d Delivered any time.

e Per pound; crop of 1903.
f Car lots only; f. o. b. cars.

Abstract of proposals received and contracts awarded at Chicago, Ill., under

[NOTE.—Figures in large type denote rates

RICE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Oscar B. McGlasson.	Rollin A. Keyes.	Reid Murdock & Co.	Adam J. Kasper.	Marvin A. Dean.
1	Chicago..... Ill.	<i>Pounds.</i> 28,000	<i>Pounds.</i>	a. 0549	.....	.....	.....	.....
2		25,000	.....	a. 0549	.....	.....	.....	.....
3		9,000	.....	a. 0699	.....	.....	.....	.....
4		9,000	.....	a. 0480	.....	.....	.....	.....
5		46,399	46,399	.....	.041	a. 05½	.04½	a. 055
6								a. 045
7								a. 03½
8	St. Louis..... Mo.	6,000	.....	.....	.....	.....	.....	.....
9		6,000	.....	.....	.....	.....	.....	.....
10		6,000	.....	.....	.....	.....	.....	.....
11	Omaha..... Nebr.	36,000	.....	.....	.....	.....	.....	.....
12			.....	.....	.....	.....	.....	.....
13	Albuquerque (f. o. b. cars) N. Mex.	2,500	.....	.....	.....	.....	.....	.....
14	Santa Fe..... N. Mex.	1,000	.....	.....	.....	.....	.....	.....
15	New York..... N. Y.	46,399	.....	.....	.....	.....	.....	.....
16			.....	.....	.....	.....	.....	.....
17	Pangwitch..... Utah.	50	.....	.....	.....	.....	.....	.....

SALT, COARSE.

18	Winslow (for Western Navaho) Ariz.	300	.....	.....	.....	.....	.....	.....
19	Arlington (for Riverside School), Cal.	400	.....	.....	.....	.....	.....	.....
20	Fort Bidwell School..... Cal.	(b)	.....	.....	.....	.....	.....	.....
21	Korbel (for Hoopa Valley School), Cal.	600	600	.....	.....	.....	.....	.....
22	Needles (for Fort Mohave School), Cal.	600	.....	.....	.....	.....	.....	.....
23	Perris School..... Cal.	200	.....	.....	.....	.....	.....	.....
24	Riverside School..... Cal.	400	.....	.....	.....	.....	.....	.....
25	Round Valley Agency..... Cal.	300	.....	.....	.....	.....	.....	.....
26	Willettts (for Round Valley School), Cal.	300	300	.....	.....	.....	.....	.....
27	Fort Lewis School..... Colo.	1,000	.....	.....	.....	.....	.....	.....
28	Ignacio (for Southern Ute)..... Colo.	500	500	.....	.....	.....	.....	.....
29	Mancos (for Southern Ute)..... Colo.	500	.....	.....	.....	.....	.....	.....
30	Navaho Springs (for Southern Ute), Colo.	500	500	.....	.....	.....	.....	.....
31	Blackfoot (for Fort Hall School), Idaho	1,000	1,000	.....	.....	.....	.....	.....
32	Fort Lapwai School..... Idaho	(d)	.....	.....	.....	.....	.....	.....
33	Ross Fork (for Fort Hall Agency), Idaho	500	500	.....	.....	.....	.....	.....
34	Sauk and Fox School..... Iowa	800	.....	.....	.....	.....	.....	.....
35	Wyandotte (for Seneca School), Ind. T.	500	.....	.....	.....	.....	.....	.....
36	Elgin (for Osage Schools)..... Kans.	1,000	.....	.....	.....	.....	.....	.....
37	Hoyt (for Potawatomi Schools), Kans.	800	.....	.....	.....	.....	.....	.....
38	Lawrence (for Haskell Institute), Kans.	3,000	3,000	.....	.....	.....	.....	.....

a "Only."
 b 200 pounds called for; none offered.
 c Per pound.
 d 1,000 pounds called for; none offered.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

RICE.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Oscar B. McGlasson.	Rollin A. Keyes.	Reid Murdock & Co.	Adam J. Kasper.	Marvin A. Dean.
1	Chicago..... Ill.	.....	.....	.....	.....	.....	.....	.....
2		.....	.....	.....	.....	.....	.....	.....
3		.....	.....	.....	.....	.....	.....	.....
4		.....	.....	.....	.....	.....	.....	.....
5		.....	.....	.....	.....	.....	.....	.....
6		.....	.....	.....	.....	.....	.....	.....
7		.....	.....	.....	.....	.....	.....	.....
8		.....	.....	.....	.....	.....	.....	.....
9		.....	.....	.....	.....	.....	.....	.....
10		.....	.....	.....	.....	.....	.....	.....
11		.....	.....	.....	.....	.....	.....	.....
12		.....	.....	.....	.....	.....	.....	.....
13		.....	.....	.....	.....	.....	.....	.....
14		.....	.....	.....	.....	.....	.....	.....
15		.....	.....	.....	.....	.....	.....	.....
16		.....	.....	.....	.....	.....	.....	.....
17		.....	.....	.....	.....	.....	.....	.....

SALT, COARSE.

18	Winslow (for Western Navaho) Ariz.	300	.....	.....	.....	.....	.....	.....
19	Arlington (for Riverside School), Cal.	400	.....	.....	.....	.....	.....	.....
20	Fort Bidwell School..... Cal.	(b)	.....	.....	.....	.....	.....	.....
21	Korbel (for Hoopa Valley School), Cal.	600	600	.....	.....	.....	.....	.....
22	Needles (for Fort Mohave School), Cal.	600	.....	.....	.....	.....	.....	.....
23	Perris School..... Cal.	200	.....	.....	.....	.....	.....	.....
24	Riverside School..... Cal.	400	.....	.....	.....	.....	.....	.....
25	Round Valley Agency..... Cal.	300	.....	.....	.....	.....	.....	.....
26	Willettts (for Round Valley School), Cal.	300	300	.....	.....	.....	.....	.....
27	Fort Lewis School..... Colo.	1,000	.....	.....	.....	.....	.....	.....
28	Ignacio (for Southern Ute)..... Colo.	500	500	.....	.....	.....	.....	.....
29	Mancos (for Southern Ute)..... Colo.	500	.....	.....	.....	.....	.....	.....
30	Navaho Springs (for Southern Ute), Colo.	500	500	.....	.....	.....	.....	.....
31	Blackfoot (for Fort Hall School), Idaho	1,000	1,000	.....	.....	.....	.....	.....
32	Fort Lapwai School..... Idaho	(d)	.....	.....	.....	.....	.....	.....
33	Ross Fork (for Fort Hall Agency), Idaho	500	500	.....	.....	.....	.....	.....
34	Sauk and Fox School..... Iowa	800	.....	.....	.....	.....	.....	.....
35	Wyandotte (for Seneca School), Ind. T.	500	.....	.....	.....	.....	.....	.....
36	Elgin (for Osage Schools)..... Kans.	1,000	.....	.....	.....	.....	.....	.....
37	Hoyt (for Potawatomi Schools), Kans.	800	.....	.....	.....	.....	.....	.....
38	Lawrence (for Haskell Institute), Kans.	3,000	3,000	.....	.....	.....	.....	.....

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE—Figures in large type denote rates

SALT, COARSE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Thomas A. Winans.	Charles H. Searing.
		Pounds.	Pounds.		
1	Mount Pleasant School..... Mich..	3,000	3,000	.70	
2	Mount Pleasant (for school)..... Mich..	3,000			.77
3	Cass Lake..... Minn..	150			
4		200			
5	Detroit (for White Earth Chippewa and school)... Minn..	1,100			1.21
6	Fosston (for Wild Rice River School)..... Minn..	300			
7	Morris School..... Minn..	1,000			.93
8	Pipestone School..... Minn..	1,000			.93
9	Solway..... Minn..	100			
10		300			
11		200			
12		600			1.53
13	Twin Valley..... Minn..	300			1.75
14	Vermilion Lake School..... Minn..	(b)			
15	Walker (for Leech Lake, etc)..... Minn..	200			
16		500			
17		700			1.53
18		500			
19	White Earth Chippewa..... Minn..	100			
20	White Earth School..... Minn..	1,000			
21	St. Louis..... Mo..	119,820	61,000		
22	Arlee (Flathead, Confederated Tribes)..... Mont..	2,000			
23	Crow Agency School..... Mont..	800			
24	Crow Agency..... Mont..	5,000			
25	Fort Shaw School..... Mont..	3,000			
26	Fort Shaw (for school)..... Mont..	3,000	3,000		
27	Harlem (for Fort Belknap)..... Mont..	400			
28	Pryor (for Pryor School)..... Mont..	500			
29	Rosebud Station (for Tongue River)..... Mont..	8,000			
30	Tongue River Agency..... Mont..	8,000			
31	Dakota City (for Omaha and Winnebago)..... Nebr..	1,900			1.27
32	Genoa School..... Nebr..	4,000			1.05
33	Omaha School..... Nebr..	1,000	1,000		
34	Winnebago School..... Nebr..	500	500		
35	Winnebago Agency..... Nebr..	400	400		
36	Carson School..... Nev..	500			3.27
37	Nevada Agency..... Nev..	(d)			
38	Western Shoshoni School..... Nev..	(e)			
39	Dulce (for Jicarilla)..... N. Mex..	1,000	1,000		1.75
40	Gallup (for Navaho)..... N. Mex..	500	500		3.27
41	Navaho Agency..... N. Mex..	500			
42	Santa Fe School..... N. Mex..	1,000	1,000		1.73

a "Only."

b 100 pounds called for; none offered.

c In barrels.

d 500 pounds called for; none offered.

e 200 pounds called for; none offered.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, COARSE—Continued.

James O. Krumm.	Sever S. Stadsvold.	Orville P. Nason.	Solway Mercantile Co.	The Valley Salt Co.	James C. Adams.	Cornelius J. O'Connor.	Palmer Ketrner.	Clinton N. Cotton.	Abraham Staab.	Number.
.99										1
1.49	a 1.80									2
1.49										3
	a 1.50									4
	a 1.40									5
										6
1.29		.80								7
	a 1.45									8
1.49	a 1.45									9
	a 1.45									10
1.49			c 3.30							11
										12
1.49										13
	a 1.70									14
	a 1.70									15
1.49										16
1.45										17
1.45										18
										19
				.4999						20
2.09										21
1.99										22
1.99										23
1.58										24
					1.44					25
2.24										26
1.99										27
1.68										28
2.28										29
										30
										31
										32
						.95				33
						.95				34
						.95				35
										36
										37
										38
										39
							1.35			40
							1.75	2.00		41
									1.25	42

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

SALT, COARSE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.
		Pounds.	Pounds.	
1	Whittier (for Eastern Cherokee School)..... N. C.	800		1.97
2	Fort Berthold Agency..... N. Dak.	2,000		
3	Fort Totten School..... N. Dak.	3,500		
4	Standing Rock Agency..... N. Dak.	1,000	1,000	
5	Standing Rock Agency (for school)..... N. Dak.	300	300	
6	Standing Rock Agency (for Agricultural School)..... N. Dak.	500	500	
7	Anadarko (for Kiowa and school)..... Okla.	1,600	1,600	1.13
8	Fort Sill (for school)..... Okla.	1,200	1,200	1.13
9	Gotebo (for Rainy Mountain School)..... Okla.	1,000	1,000	1.23
10	Chillico School..... Okla.	20,000	20,000	.67
11	Darlington (for Cheyenne and Arapaho)..... Okla.	8,200	8,200	.97
12	Homestead (for Cantonment School)..... Okla.	1,000	1,000	1.20
13	Kaw City (for Kaw School)..... Okla.	1,000		1.20
14	Pawnee (for school)..... Okla.	500		1.43
15	Shawnee (for school)..... Okla.	400		1.75
16	Washita Junction (for Red Moon School)..... Okla.	600		1.75
17	Weatherford (for Seger School)..... Okla.	2,000		1.43
18	White Eagle (for Ponca, etc.)..... Okla.	560		1.23
19	Chemawa (for Salem School)..... Oreg.	2,500	2,500	
20	Grand Ronde..... Oreg.	(a)		
21	Klamath School..... Oreg.	(b)		
22	Pendleton (for Umatilla School)..... Oreg.	500		
23	Salem (for school)..... Oreg.	2,500		1.47
24	Warm Springs..... Oreg.	(c)		
25	Canton Insane Asylum..... S. Dak.	600		1.59
26	Chamberlain School..... S. Dak.	1,200		1.24
27	Chamberlain (for school)..... S. Dak.	1,200		1.12
28	Chamberlain (for Crow Creek)..... S. Dak.	3,000		1.24
29	Chamberlain (for Crow Creek School)..... S. Dak.	500		1.12
30	Chamberlain (for Lower Brulé School)..... S. Dak.	400		1.12
31	Cheyenne River School..... S. Dak.	500	500	
32	Crow Creek Agency..... S. Dak.	3,000	3,000	1.22
33	Crow Creek Agency School..... S. Dak.	500	500	1.22
34	Lower Brulé Agency School..... S. Dak.	400	400	1.22
35	Pine Ridge School..... S. Dak.	(d)		
36	Pierre School..... S. Dak.	400		1.34
37	Rapid City School..... S. Dak.	500	500	
38	Riggs Institute..... S. Dak.	2,000		1.69
39	Sisseton School..... S. Dak.	500		1.38
40	Panguitch (for Shebits School)..... Utah.	50		1.49
41	Uinta School..... Utah.	(f)		

a 300 pounds called for; none offered.
b 200 pounds called for; none offered.
c 500 pounds called for; none offered.
d 1,000 pounds called for; none offered.
f 100 pounds called for; none offered.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, COARSE—Continued.

James O. Kruhm.	Charles S. Welter.	James W. Sanford.	J. Arthur Lake.	John J. McNamara.	Orville P. Nason.	Thomas Sevy.	Number.
							1
1.89							2
1.69							3
1.19							4
1.19							5
1.19							6
							7
							8
							9
							10
							11
							12
							13
							14
							15
							16
							17
							18
							19
1.99	.85						20
							21
2.29							22
							23
							24
							25
1.59							26
1.24							27
		1.22					28
		1.12					29
1.24		1.12					30
1.24		1.12					31
		1.12					32
		1.22					33
		1.22					34
1.49		1.22					35
							36
1.34			1.20				37
1.69				1.34			38
1.38					.95		39
1.49			1.20				40
						e1.25	41
							42

e To be delivered at Panguitch, Utah, or at the school if located there; otherwise not to be considered.

Abstract of proposals received and contracts awarded at Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

SALT, COARSE—Continued.

SALT, COARSE—Continued.

Number.	Points of delivery.	Quantity.		John A. Lieg.	Charles M. Upham.	Charles H. Searing.
		offered.	awarded.			
		<i>Pounds.</i>	<i>Pounds.</i>			
1	Creston (for Fort Spokane School)..... Wash.	560				
2	Tulalip day schools..... Wash.	(a)				
3	Green Bay Agency..... Wis.	1,500		85		
4	Hayward School..... Wis.	1,500				.95
5	Keshena (for Menominee School)..... Wis.	1,500			.45	
6	Lac du Flambeau (for school)..... Wis.	800				1.21
7	La Pointe Agency (for school)..... Wis.	800				
8	Oneida School..... Wis.	1,000				.81
9	Shawano (for Menominee)..... Wis.	1,500				.79
10	Tomah School..... Wis.	2,000				.93
11	Wittenberg (for school)..... Wis.	600	600		.45	1.31

Number.	Points of delivery.	James O. Krubm.	Charles Goldman.	Adolph Schuster.	Clinton N. Cotton.	Robert E. Putney.	James M. Bryant.	James A. Snook.	Alexander H. Anderson.	Patrick A. Gaynor.	John Silvanus Rohrbough.
2	Tulalip day schools..... Wash.										
3	Green Bay Agency..... Wis.										
4	Hayward School..... Wis.	1.44									
5	Keshena (for Menominee School)..... Wis.										
6	Lac du Flambeau (for school)..... Wis.										
7	La Pointe Agency (for school)..... Wis.	1.45									
8	Oneida School..... Wis.	1.39									
9	Shawano (for Menominee)..... Wis.										
10	Tomah School..... Wis.	1.09									
11	Wittenberg (for school)..... Wis.										

SALT, FINE.

SALT, FINE.

12	Casa Grande (for Pima School)..... Ariz.	3,000				2.97
13	Canyon Diablo (for Oriaba School)..... Ariz.	700				3.75
14	Fort Apache Agency..... Ariz.	1,000	1,000			
15	Fort Apache School..... Ariz.	1,800	1,800			
16	Hackberry (for Truxton Canyon)..... Ariz.	1,500				3.47
17	Holbrook (for Fort Apache)..... Ariz.	2,800				2.35
18	Holbrook (for Moqui School, etc)..... Ariz.	2,900				2.35
19	Mellen (for Colorado River)..... Ariz.	2,500				2.71
20	Moqui School..... Ariz.	2,200	2,200			
21	Moqui Day School..... Ariz.	700	700			
22	Moqui School and Day School..... Ariz.	2,900				
23	Oralba School..... Ariz.	700				
24	Phoenix School..... Ariz.	7,500	7,500			1.97
25	Pima School..... Ariz.	3,000	3,000			
26	Rice Station (for school)..... Ariz.	2,500				2.97
27	San Carlos (for agency and school)..... Ariz.	5,280				2.87
28	Seligman (for Yava Supai School)..... Ariz.	100				4.47
29	Truxton Canyon (for school)..... Ariz.	1,000				
30	Winslow (for Western Navaho)..... Ariz.	1,500				2.21
31	Arlington (for Riverside School)..... Cal.	4,200				
32	Beckwith (for Greenville School)..... Cal.	900				
33	Fort Bidwell School..... Cal.	(c)				
34	Fort Yuma School..... Cal.	800	800			3.11
35	Greenville School..... Cal.	900				
36	Korbel (for Hupa Valley School)..... Cal.	800	800			
37	Needles (for Fort Mohave School)..... Cal.	2,000				2.57
38	Perris School..... Cal.	1,000	1,000			2.07
39	Riverside School..... Cal.	4,200	4,200			1.97
40	Round Valley Agency..... Cal.	1,250	1,250			
41	Willetts (for Round Valley)..... Cal.	1,250				

12	Casa Grande (for Pima School)..... Ariz.										
13	Canyon Diablo (for Oriaba School)..... Ariz.										
14	Fort Apache Agency..... Ariz.	3.14	2.35								
15	Fort Apache School..... Ariz.	3.14	2.35								
16	Hackberry (for Truxton Canyon)..... Ariz.										
17	Holbrook (for Fort Apache)..... Ariz.			3.00							
18	Holbrook (for Moqui School, etc)..... Ariz.	2.24									
19	Mellen (for Colorado River)..... Ariz.	2.24									
20	Moqui School..... Ariz.		2.40	3.00							
21	Moqui Day School..... Ariz.		2.40								
22	Moqui School and Day School..... Ariz.					3.75					
23	Oralba School..... Ariz.		2.75								
24	Phoenix School..... Ariz.	1.74					1.75				
25	Pima School..... Ariz.	2.24									
26	Rice Station (for school)..... Ariz.										
27	San Carlos (for agency and school)..... Ariz.										
28	Seligman (for Yava Supai School)..... Ariz.										
29	Truxton Canyon (for school)..... Ariz.	2.50									
30	Winslow (for Western Navaho)..... Ariz.										
31	Arlington (for Riverside School)..... Cal.						b.022				
32	Beckwith (for Greenville School)..... Cal.						b.034				
33	Fort Bidwell School..... Cal.										
34	Fort Yuma School..... Cal.										
35	Greenville School..... Cal.							3.50			
36	Korbel (for Hupa Valley School)..... Cal.								1.85		
37	Needles (for Fort Mohave School)..... Cal.	2.24									
38	Perris School..... Cal.										
39	Riverside School..... Cal.										
40	Round Valley Agency..... Cal.										
41	Willetts (for Round Valley)..... Cal.						b.0196			2.50	b.035

a 100 pounds called for; none offered.
c 400 pounds called for; none offered.

b Per pound.

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. Searing.	Herman M. Guillet.	John G. Brown.
		<i>Pounds.</i>	<i>Pounds.</i>			
1	Grand Junction School..... Colo.	2,000		2.65		
2	Ignacio (for subagency)..... Colo.	2,440		2.55		
3	Mancos (for Navaho Springs)..... Colo.	1,500		2.33		
4	Navaho Springs..... Colo.	1,500	1,500	2.65	2.25	
5	Blackfoot (for Fort Hall School)..... Idaho.	1,200				2.50
6	Fort Lapwai School..... Idaho.	(a)				
7	Lemhi School and Agency..... Idaho.	(b)				
8	Wyandot (for Seneca School)..... Ind. T.	1,000		1.47		
9	Sauk and Fox School..... Iowa	300		1.75		
10	Elgin (for Osage School)..... Kans.	1,200	1,200	1.13		
11	Hoyt (for Potawatomi School)..... Kans.	400		1.60		
12	Lawrence (for Haskell Institute)..... Kans.	8,000	8,000	.97		
13	Mount Pleasant School..... Mich.	2,000	2,000	^c 1.07		
14	Bena (for school)..... Minn.	500		1.67		
15	Cass Lake (for school)..... Minn.	100		2.50		
16	Detroit (for White Earth)..... Minn.	600		1.50		
17	Fosston (for Wild Rice River School)..... Minn.	200				
18	Morris (for school)..... Minn.	1,000		1.37		
19	Park Rapids (for P. Point School)..... Minn.	300				
20	Pipestone (for school)..... Minn.	1,050		1.49		
21	Pipestone School..... Minn.	1,000		1.39		
22	Solway (for police and schools of Leech Lake), Minn.....	1,000		1.11		
23		500		1.50		
24		450				
25	Twin Valley..... Minn.	200		1.54		
26	Vermilion Lake School..... Minn.	800	800	1.41		
27	Walker (for Leech Lake Chippewas)..... Minn.	200				
28	Walker (for Leech Lake Chippewas and police).....	300				
29	Walker (for Leech Lake Chippewas and school).....	700		1.61		
30	Walker (for Cross Lake School).....	400				
31	Walker (for Leech Lake School).....	500		1.69		
32	White Earth Chippewa..... Minn.	100		1.69		
33	White Earth School..... Minn.	500		1.49		
34	St. Louis..... Mo.	203,542	88,000	1.49		
35	Blackfeet Agency (for school)..... Mont.	672				
36	Browning (for Blackfeet School)..... Mont.	672		2.29		
37	Crow Agency (for schools)..... Mont.	700		2.74		
38	Crow Agency School..... Mont.	500		2.53		
39	Pryor (for school)..... Mont.	300		2.09		
40	Flathead School..... Mont.	700		2.74		
41	Fort Shaw School..... Mont.	1,500		2.16		
42	Fort Shaw (for school)..... Mont.	1,500	1,500			1.94
43	Harlem (for Fort Belknap)..... Mont.	1,800		2.48		

a 2,000 pounds called for; none offered.
 b 1,700 pounds called for; none offered.
 c Delivered at Mount Pleasant, Mich.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, FINE—Continued.

John G. McGannon.	J. Arthur Lake.	Thomas A. Winans.	James O. Kruhn.	Sever S. Stadsvoid.	Orville P. Nason.	Solway Mercantile Co.	Cornelius J. O'Connor.	John W. Turner.	The Valley Salt Co.	Joseph H. Sherburne.	James C. Adams.	Number.
												1
												2
												3
												4
												5
												6
												7
												8
	1.25	1.20										9
												10
												11
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												41
												42
												43

d "Only.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

SALT, FINE—Continued.

SALT, FINE—Continued.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	Charles H. Searing.	Cornelius J. O'Connor.
1	Genoa School..... Nebr.	<i>Pounds.</i> 1,000	<i>Pounds.</i> 1,000	1.17	
2	Niobrara (for Santee School)..... Nebr.	960		1.21	
3	Omaha School..... Nebr.	900	900		1.20
4	Winnebago School..... Nebr.	900	900		1.15
5	Omaha and Winnebago schools..... Nebr.	1,800		1.17	
6	Santee Agency (for school)..... Nebr.	960	960		
7	Carson School..... Nev.	2,500		2.79	
8	Wadsworth (for Nevada School)..... Nev.	(b)			
9	Western Shoshoni School..... Nev.	(c)			
10	Albuquerque School..... N. Mex.	3,500			
11	Albuquerque (for school)..... N. Mex.	3,500	3,500	1.77	
12	Dulce (for Jicarilla)..... N. Mex.	4,800		2.47	
13	Gallup (for Zufi School)..... N. Mex.	50	50		
14	Gallup (for Navaho Agency)..... N. Mex.	200			
15	Gallup (for Little Water School)..... N. Mex.	1,000			
16	Gallup (for Navaho School)..... N. Mex.	2,000			
17	Gallup (for Navaho Agency and schools)..... N. Mex.	3,200		2.21	
18	Little Water School..... N. Mex.	1,000	1,000		
19	Navaho Agency..... N. Mex.	200			
20	Navaho School..... N. Mex.	2,000	2,200		
21	Santa Fe School..... N. Mex.	4,100	4,100	1.75	
22	Santa Fe..... N. Mex.	4,000			
23	Tularosa (for Mescalero)..... N. Mex.	1,600	1,600	2.05	
24	Zufi (for Zufi School)..... N. Mex.	50			
25	Whittier (for Eastern Cherokee)..... N. C.	1,300	1,300	1.59	
26	Devils Lake Agency..... N. Dak.	(f)			
27	Fort Berthold School..... N. Dak.	1,000			
28	Fort Totten School..... N. Dak.	500			
29	Standing Rock Agency..... N. Dak.	8,700	8,700		
30	Anadarko (for Kiowa)..... Okla.	3,000	3,000	1.27	
31	Chilocco School..... Okla.	8,760	8,760	.97	
32	Darlington (for Cheyenne and Arapaho)..... Okla.	2,950	2,950	1.13	
33	Fort Sill (for school)..... Okla.	1,000	1,000	1.47	
34	Gotebo (for Rainy Mountain School)..... Okla.	200	200	1.97	
35	Homestead (for Cantonment School)..... Okla.	500		1.75	
36	Pawnee (for school)..... Okla.	500		1.57	
37	Shawnee (for school)..... Okla.	500		1.65	
38	Stroud (for Sauk and Fox school)..... Okla.	500	500	1.65	
39	Washita Junction (for Red Moon School)..... Okla.	600		1.75	
40	Weatherford (for Seger School and Cheyenne and Arapaho)..... Okla.	600		1.75	
41	White Eagle (for Oto police and Ponca School)..... Okla.	1,300	1,300	1.31	

a Per pound.
b 600 pounds called for; none offered.
c 350 pounds called for; none offered.
d F. o. b. cars.
e F. o. b. cars; 15 10-pound sacks to bale.

John W. Turner.	The Valley Salt Co.	James A. Snook.	Abraham Staab.	Robert E. Putney.	Palmer Keiner.	Clinton N. Cotton.	James O. Kruhn.	Number.
								1
								2
								3
								4
								5
1.20								6
								7
		a. 027						8
								9
			1.75					10
				d 1.34				11
					1.75			12
					1.85			13
					1.80			14
					1.80			15
				e 2.14				16
					2.20	2.50		17
					2.25	2.50		18
			1.50		2.20	2.50		19
								20
				e 1.63				21
								22
								23
								24
								25
								26
								27
								28
							1.99	29
							1.99	30
							1.38	31
								32
								33
								34
								35
								36
								37
								38
								39
								40
								41

f 50 pounds called for, for T. M. Day School; none offered.
g 5,000 pounds for agency.
h 1,200 pounds for Agency School.
i 1,000 pounds for Agricultural School.
j 1,500 pounds for Grand River School.

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 S. Weller.	James O. Kruhm.	James W. Sanford.
1	Chemawa (for Salem School).....	Oreg. 7,300	7,300	a 1.10	2.09	
2	Grande Ronde School and Agency.....	Oreg. (b)				
3	Klamath Agency, etc.....	Oreg. (c)				
4	Pendleton (for Umatilla School).....	Oreg. 1,200			2.29	
5	Warm Springs School.....	Oreg. (d)				
6	Canton Insane Asylum.....	S. Dak. 400			1.69	
7	Chamberlain School.....	S. Dak. 1,000			1.29	1.30
8	Chamberlain (for school).....	S. Dak. 1,000	1,000			1.20
9	Chamberlain (for Crow Creek).....	S. Dak. 1,000			1.29	1.20
10	Chamberlain (for Lower Brulé).....	S. Dak. 500				1.20
11	Chamberlain (for Rosebud).....	S. Dak. 1,000				
12	Cheyenne River School.....	S. Dak. 300				
13	Crow Creek School.....	S. Dak. 1,000	1,000			1.30
14	Flandreau (for Riggs Institute).....	S. Dak. 3,500			1.38	
15	Lower Brulé School.....	S. Dak. 500	500		1.29	1.30
16	Pierre School.....	S. Dak. 1,000	1,000		1.34	
17	Pine Ride Agency.....	S. Dak. (f)				
18	Rapid City School.....	S. Dak. 1,000	1,000		1.49	
19	Riggs Institute.....	S. Dak. 3,500				
20	Sisseton School.....	S. Dak. 800			1.49	
21	Springfield (for school).....	S. Dak. 300	300			
22	Yankton Agency (for school).....	S. Dak. 500			1.34	
23	Price (for Uintah and Ouray).....	Utah 7,000	7,000			
24	Shebits School.....	Utah (g)				
25	Creston (for Colville police).....	Wash. 250			2.99	
26	Fort Spokane School.....	Wash. 2,000			2.29	
27	Neah Bay Agency.....	Wash. (h)				
28	Toppenish (for Yakima School and Police), Wash. 600				2.49	
29	Tulalip School.....	Wash. (i)				
30	Green Bay Agency.....	Wis. 350				
31	Hayward School.....	Wis. 1,200			1.79	
32	Keshena (for Menominees).....	Wis. 200				
33	Keshena (for Stockbridge Day School).....	Wis. 150				
34	Lac du Flambeau (for school).....	Wis. 1,200	1,200		<i>j</i> 1.49	
35	Oneida School.....	Wis. 1,000			1.39	
36	Shawano (for Menominees).....	Wis. 200				
37	Tomah School.....	Wis. 1,200			1.49	
38	Wittenberg School.....	Wis. 600				
39	Wittenberg (for school).....	Wis. 600	600			
40	Casper (for Shoshoni).....	Wyo. 8,000	8,000			

a Genuine Liverpool.

b 1,000 pounds called for; none offered.

c 1,600 pounds called for; none offered.

d 100 pounds called for; none offered.

e 1,000 pounds offered; no price given.

f 11,500 pounds called for; none offered.

g 50 pounds called for; none offered.

h 100 pounds called for; none offered.

i 400 pounds called for, for day school; none offered.

j Delivered at the school.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SALT, FINE—Continued.

Charles H. Searing.	J. Arthur Lake.	John J. McNamara.	Orville P. Nason.	John W. Turner.	John A. Lieg.	Charles M. Upham.	Charles H. King.	Number.
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								4
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								6
								7
								8
								9
								10
(e)								11
	1.40							12
								13
								14
								15
								16
	1.27							17
								18
		1.40						19
			1.15					20
1.60	1.30			1.20				21
1.87								22
								23
								24
								25
								26
								27
								28
								29
					1.10			30
1.43								31
						.80		32
						.80		33
1.02								34
1.43								35
1.75								36
1.13								37
1.07								38
						.80		39
							2.00	40

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

SUGAR.

Number.	Points of delivery.	Quantity offered.	Quantity awarded.	James A. Snook.	William Haas.	Henry B. Steele.	James E. Quan.	Adam J. Kasper.	Adam Roth Grocery Co.
		Pounds.	Pounds.						
1	San Francisco (f. o. b.) Cal.	200,000	155,000	a 5.43	b 4.24				
2	Chicago Ill.	618,470			c 4.24	5.21	5.28	5.16	
3	St. Louis Mo.	80,000							b 4.80
4	Blackfeet Agency Mont.	8,750							
5	Omaha Nebr.	500,000							
6			110,000						
7									
8									
9									
10	Albuquerque (f. o. b.) N. Mex.	13,300							
11	Gallup (for Zuñi School) . N. Mex.	300							
12	Zuñi School N. Mex.	300							
13	New York N. Y.	618,470	510,000			4.894			
14	Pangwitch (for Shebits School), Utah	400							
15	Casper Wyo.	5,000							

SUGAR.

Joseph H. Sherburne.	Robert E. Putney.	Palmer Ketner.	Charles H. Pickens.	Walter B. Timms.	Frederick W. Hannaha.	Thomas Sevy.	Charles H. King.	James E. Taylor.	Rollin A. Keyes.	Reid, Murdoch & Co.	Marvin A. Dean.	Oscar B. McGlasson.	Edward Westen Tea and Spice Co.	Charles A. McCleary.	Frederick A. Howard.	Number.
																1
																2
																3
	6.90															4
																5
			4.85													6
			4.88													7
			4.96													8
			4.98													9
	6.10															10
		6.00														11
		6.60														12
				4.79	4.65											13
						27.00										14
							7.00									15

TEA.

15	Chicago Ill.	9,930	9,930			.23	.28	.23	
16						.18		.20	
17						.15		.17	
18		5,000							
19		5,000							
20		1,000							
21	St. Louis Mo.	8,000							
22		8,750							
23		10,000							
24		9,500							
25		13,000							
26		7,000							
27		9,930							.174
28									.21
29									
30	New York City N. Y.	9,930							
31									
32									

TEA.

						.235	.20	e. 16	.28							15
						.165	.21	e. 18½	.25							16
							.22	e. 22½	.28							17
								e. 20½	.28							18
										e. 28						19
										e. 26						20
										e. 32						21
											.26½					22
											.31					23
											.33					24
											.37½					25
											.41					26
											.47½					27
																28
						e. 1430								.28	.1675	29
						e. 1850								.26½	.2325	30
						e. 2270										31
																32

BIDS RECEIVED FOR MISCELLANEOUS ARTICLES. (NOT CALLED FOR. NO AWARDS.)

Articles.	Quantity.	Edward B. Sherman.	George W. Perry.	Alexander H. Anderson.
New milk (for Greenville School, Cal.)	Gallons. 1,200	.14		
Timothy hay (for Greenville School, Cal.)	Tons. 10	7.50		
Butter (for Greenville School, Cal.)	Pounds. 1,000		.20	
Potatoes (for Greenville School, Cal.)	20,000			f 1.75

a Will deliver any part of 200,000 pounds f. o. b. in 100-pound double sacks.
 b In 100-pound double sacks.
 c In 150-pound double sacks.

d For all.

e Only.

f Per cwt.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

BOOTS AND SHOES, ETC.

Number.	CLASS No. 7. BOOTS AND SHOES, ETC.	Quantity awarded.	Points of delivery.		
			J. Edmond Strong.	Henry J. Macfarland.	Edwin Sherman.
			Chicago.		
1	Boots:				
2	Boys', assorted sizes, Nos. 1 to 6 .....pairs..	502	1.50		
3					
4	Men's, assorted sizes, Nos. 7 to 11.....pairs..	244	1.75		
5					
6	Men's, rubber, Nos. 7 to 11 .....pairs..	796	2.29		2.44
7			2.29		2.20
8			2.07		
9			2.07		
10	Overshoes, arctics:				
11	Boys', assorted sizes, Nos. 1 to 6 .....pairs..	2,409	.80	.585	.85
12			.64	.715	.77
13			.722		
14			.572		
15					
16	Misses', assorted sizes, Nos. 11 to 2 .....pairs..	1,250	.56	.44	.60
17			.51		.54
18	Women's, assorted sizes, Nos. 3 to 8 .....pairs..	1,883	.68	.505	.74
19			.61		.66
20	Men's, assorted sizes, Nos. 7 to 11.....pairs..	1,297	.96	.76	1.02
21			.865		.92
22	Overshoes, rubber:				
23	Boys', assorted sizes, Nos. 1 to 6 .....pairs..	387	.40		.48
24			.33		.38
25			.45		
26			.375		
27			.36		
28			.29		
29	Misses', assorted sizes, Nos. 11 to 2.....pairs..	495	.28		.30
30			.34		.27
31			.255		
32	Women's, assorted sizes, Nos. 3 to 8 .....pairs..	1,597	.35		.37
33			.35		.33
34			.395		
35			.31		
36			.31		
37	Men's, assorted sizes, Nos. 7 to 11.....pairs..	215	.49		.52
38			.545		.47
39			.44		

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.

Number.	Points of delivery.						Number.		
	Abraham Friedman.	William H. Brady.	Thaddeus P. Stanwood.	Hamilton Brown Shoe Co.	The Brown Shoe Co.	Lawton & Hall.		James M. Heys.	C. L. Swartz.
	St. Louis.	Chicago.		St. Louis.	All points.	Chicago.		St. Louis.	
1	1.33			1.375	1.15		1.15		1
2	1.33						1.35		2
3	1.33								3
4	1.63			1.75	1.50		1.50		4
5	1.63						1.65		5
6	1.63								6
7	1.77	2.45	2.195			1.87		1.89	7
8	2.01	2.35	2.085			2.16			8
9	2.17	2.20	2.185			2.16			9
10	2.35	2.00	1.875			2.36			10
11									11
12									12
13	.66	.70	.765			.65		.66	13
14	.72	.85	.725			.72			14
15		.60	.655						15
16		.75	.655						16
17		.55	.59						17
18		.70							18
19	.46	.55	.535			.46		.45	19
20		.51	.51			.51			20
21		.455	.455						21
22	.56	.65	.665			.56		.56	22
23	.57	.60	.63			.63			23
24		.565	.565						24
25		.49	.49						25
26	.71	1.05	.92			.78		.79	26
27	.94	.90	.875			.87			27
28	.94	1.00	.785			.97			28
29	1.00	.80	.744			1.06			29
30	.34	.40	.38			.32		.35	30
31		.45	.36			.37			31
32		.35	.3275			.43			32
33									33
34									34
35									35
36	.24	.33	.27			.23		.27	36
37	.26	.33	.254			.26			37
38		.28	.2325			.33			38
39		.28	.28						39
40		.25	.25						40
41	.27	.38	.334			.28		.29	41
42	.28	.35	.315			.32			42
43	.30	.37	.285			.39			43
44	.40	.30	.245						44
45									45
46	.39	.47	.47			.40		.425	46
47	.40	.53	.444			.44			47
48	.42	.43	.40			.52			48
49	.53	.43	.37						49

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.	Robert M. Fair.	Union Shoe and Slip- per Co.	J. Edmond Strong.	Henry J. Macfarland.
			Points of delivery.			
			Chicago.			
1	Shoes: Youths', sole-lined, assorted sizes, Nos. 11 to 2.....pairs..	8,053	.965	a1.20	.95	.95
2			.995	a1.15	.95	
3			1.015	a1.20	.99	
4			1.08		1.03	
5			1.09			
6			1.29			
7						
8	Boys', sole-lined, assorted sizes, Nos. 2½ to 5½.....pairs..	11,685	1.065	a1.50	1.05	1.00
9			1.095	a1.40	1.05	
10			1.105	a1.50	1.10	
11			1.18		1.12	
12			1.19			
13			1.39			
14						
15	Men's, sole-lined, assorted sizes, Nos. 6 to 13.....pairs..	7,721	1.145		1.15	1.125
16			1.16		1.15	
17			1.19		1.25	
18			1.21			
19			1.38			
20			1.41			
21						
22	Children's, sole-lined, assorted sizes, Nos. 6 to 11.....pairs..	2,078	.85		.88	1.00
23			.88		.90	.95
24			.89		.90	
25			.90			
26			.91			
27	Misses', sole-lined, assorted sizes, Nos. 11½ to 2.....pairs..	9,953	1.00		1.00	1.125
28			1.03		1.05	1.025
29			1.04		1.05	
30			1.05			
31			1.06			
32	Women's, sole-lined, assorted sizes, Nos. 2½ to 8.....pairs..	11,975	1.00		1.15	1.20
33			1.05			1.122
34			1.15			
35			1.17			
36			1.18			
37						
38	Youths', Nos. 11 to 2, good qual- ity, for Sunday wear....pairs..	2,676	1.16	a1.30	1.12	1.15
39			1.18	a1.30	1.17	1.00
40			1.22			
41			1.23			
42						

a2,000 pairs only.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.—Continued.

Number.	Abraham Friedman.	Thaddeus P. Stan- wood.	Hamilton Brown Shoe Co.	The Brown Shoe Co.	James M. Hays.	C. L. Swartz.	Edwin Sherman.
	Points of delivery.						
	St. Louis.	Chicago.	St. Louis.	All points.	St. Louis.	Chicago.	
1							
2	.85	.94	.80	.95	.95	1.10	
3	.85	.98	1.05		.80		
4	.90		1.00		.90		
5	.90						
6	1.05						
7	.975						
8	.925	1.04	.90	1.00	1.075	1.25	.975
9	.925	1.09	1.15		.925		
10	.975	.92	1.05		1.00		
11	.975						
12	.975						
13	1.125						
14	1.05						
15	1.05	1.11	1.00	1.00	1.075		1.075
16	1.05	1.06	1.175	1.05	1.075		
17	1.09	1.03	1.175	1.09	1.075		
18	1.09		1.175	1.15	1.075		
19	1.25		1.25				
20	1.18						
21							
22	.55	.64	.55	.75	.60	.85	
23	.79	.81	.75	.90	.60	.85	
24	.80	.93	.90	1.00		.90	
25	.925						
26							
27	.65	.74	.65	.90	.80	.95	
28	.89	.91	.85	1.00	.80	.95	
29	.90	1.07	1.00	1.175		1.00	
30	1.025						
31							
32	1.03	.99	.75	1.00	.925	1.10	
33	1.07	.94	.90	1.15	.925	1.15	
34	1.17	1.19	.75	.975	.925		
35	1.20	.94	1.00	1.00	.925		
36			1.15	1.35	.925		
37					.925		
38	.94	.99	.90	.90	1.10	1.05	1.15
39	1.00	.97	1.10	1.15	1.225	1.05	1.05
40	1.09	.88	1.15	1.075			
41	1.18	1.04		1.00			
42	1.20	.78					

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

GROCERIES—Continued.

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.									
			Henry B. Steele.	Walter B. Timms.	Adam J. Kasper.	Meyer Bros. Drug Co.	Henry H. Lippert.	Brookman Mfg. Co.	Edward A. Cudahy.			
			Chicago.	New York.	F. o. b. Chicago.	St. Louis.	Chicago.	Not stated.	Omaha.			
1	Hops, fresh, pressed lbs..	678	.14	.11½	.16	.45						
2	Lye, concentrated doz..	1,425	.35		.135 24	.55	.35	.30	.475			
3							.68	.45				
4								.55				
5	Matches, full count, 100 in box, gross	276	.89		.97							
6												
7	Mustard, ground, in ½ and 1 pound tins lbs..	351	.13½	.125	.125	.235						
8			.12½		.145	.25						
9	Pepper black, ground, in ½ and 1- pound tins lbs..	1,766	.21	.15	.185	.21½						
10			.19½		.205	.22½						
11	Sirup, in barrels of not exceeding 43 gallons gals..	5,875	.20½		.1845							
12			.21½		.1648							
13			.22½		.1598							
14												
15	Sirup, in 5-gallon IC tin cans, cased, gallons	36,300	.25½		.2348							
16			.26½		.2148							
17			.27½		.2098							
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												

Number.	Points of delivery.											
	Arthur A. Eddy.	Marvin A. Dean.	James E. Taylor.	Rollin A. Keyes.	Harry S. Weller.	The Manhattan Supply Co.	Reid, Murdoch & Co.	Peter R. Earling.	Edward Westen Tea and Spice Co.	Frederick A. Howard.	Charles H. Piekens.	Henry Adams, Jr.
	St. Louis.	Chicago.	Not stated.	Omaha.	Chicago.	St. Louis.	New York.	Omaha.	New York.			
1	.12	.105	.165	.20								
2		.35	.375									
3		.60										
4		.75										
5												
6												
7				.882		1.00	.441	a .882				
8						.96		a .865				
9						1.09						
10	.16	.13½	b .155	.145	.17	.18		.14½	.18½	.14½		
11		.12½	c .14	.13	.18	.165		.13½	.17	.16½		
12			.115									
13												
14	.16	.18½	.19	.195	.17		b .18	.16	.16	.185		
15		.17	.175	.18	.18		c .165	.15	.15½	.20		
16			.17½									
17			.15½									
18			.16½									
19			.15½									
20		.20		.25				*.19			.1777	
21		.195						*.20				
22		.18						*.21				
23		.175						*.22				
24		.17										
25		.155										
26		1.22		.30				*.24			.2277	
27		1.20						*.25				
28		1.12						*.26				
29		1.10						*.27				
30		1.07										
31		1.00										
32		1.34										
33		1.315										
34		1.24										
35		1.215										
36		1.19										
37		1.115										

*"Only."
a 1 gross in case.
b ½ pound.
c 1 pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

GROCERIES—Continued.

GROCERIES—Continued.

Number.	CLASS No. 8. GROCERIES—continued.	Quantity awarded.	Points of delivery.				
			Chicago.	Not stated.	Omaha	Chicago.	
			George Schroeder.	Armour & Co.	Frederick H. Brennan.	Edward A. Cudahy.	Joseph A. Hoeger.	Marvin A. Dean.
1	Soap: Laundry. This must be a good quality of commercial tallow and rosin soap, and may contain a little sodium silicate. It must not contain over 31 per cent of water or over 1.2 per cent of silica or over 1/4 per cent each of free caustic soda, carbonate of sodium, or salts other than the silicate. It must contain at least 9.2 per cent of combined alkali (calculated as pure sodium hydroxide) and must be packed in boxes containing 80 pound bars each. Five pound bars must be submitted as samples.....lbs.	321,280	.03875	.0377	.0405	.0370	.038
2		38,152	.0575	.0604	.0677	.065	.0590	.061
3	Toilet. This must be a pure white, floating soap made from fat and alkali without addition of sodium silicate or other mineral substance. It must not contain over 20.5 per cent of water or over 1/4 per cent each of free alkali, carbonate, or salt, and must contain at least 11.4 per cent of combined alkali (calculated as pure sodium hydroxide). It must be packed in boxes containing about 80 pounds net and in cakes weighing 5 to 6 ounces each. At least 3 cakes must be submitted as samples.....lbs.	2,522					.05
4	Soda: Standard quality, in pound and half-pound tin cans; packed in strong boxes of not more than 100 pounds each.....lbs.	41,025					.045
5	Washing.....lbs.	14,400					
6	Starch, laundry, in boxes not exceeding 40 pounds each.....lbs.	3,309					1.00
7	Tomatoes, 3-pound cans.....doz.	2,451					
8	Vinegar: In barrels.....galls.	1,540					
9	In kegs.....do.						

Number.	As stated.	Not stated.	Chicago.	All points.	St. Louis.	Omaha.	St. Louis.	New York.	F. O. B., Chicago.	St. Louis.	Chicago.	Omaha.	Number.															
														John J. O'Rourke.	Rollin A. Keyes.	Swift & Co.	Henry B. Steele.	Wabash Baking Powder Co.	Meyer Bros. Drug Co.	Arthur A. Eddy.	Harry S. Weller.	Adam Roth Grocery Co.	Walter B. Timms.	Adam J. Kasper.	George Miltenberger.	Reid, Murdoch & Co.	Ferdinand Freeman.	Charles H. Pickens.
														Points of delivery.														
1	f3.75	.034	.038										1															
2	g3.78												2															
3	h3.95												3															
4		.06	.09										4															
5			.054	.035	.054	.044	.05						5															
6			.0435		.07		.06						6															
7					.004		.009	.008					7															
8							.0707						8															
9		.034	.0324						.03		.034		9															
10		.90	1.00				.87	.90	.95		.95	.96	10															
11			.90				.93		.94			.99	11															
12			.0595							.06	.054	.055	12															
13										.07	b.115	.054	13															
14											c.095	.065	14															
15											d.085	.068	15															
16											e.065	.08	16															
17												.083	17															
18												.09	18															
19												.093	19															
20												.115	20															
21												.118	21															
22													22															

a "Only."
 b In 5-gallon kegs.
 c In 10-gallon kegs.
 d In 15-gallon kegs.
 e In 30-gallon kegs.

f New York.
 g Chicago and St. Louis.
 h St. Paul, Omaha, Sioux City, and Kansas City.
 i Granular.

} Per cwt.

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.	Harry B. Lyford.	Peter R. Earling.	The Manhattan Supply Co.
			Points of delivery.		
			Chicago.		
1	Bowls:				
2	Pint, white enameled ware.....doz..	137	1.95	1.45	1.35
3	Quart, white enameled ware.....do...	67	1.46	1.69	1.49
4			1.95		1.74
5			1.93		1.99
6	Burners, lamp:				
7	Heavy, No. 1.....do...	5	.32	.36	
8	Heavy, No. 2.....do...	88	.43	.48	
9	For Rochester Mammoth.....No..	186	.53		
10	Chambers, with covers, ironstone or white enamel ware.....No..	149	.675	.66	.48
11				.56	.60
12					.69
13	Crocks:				
14	1-gallon, with covers.....do...	170		.1625	
15	2-gallon, with covers.....do...	298		.245	
16	3-gallon, with covers.....do...	318		.3275	
17	Cruets, vinegar.....doz...	68			
18	Cups:				
19	Coffee, white enamel ware.....do...	248	1.30	1.62	1.34
20	Tea, white enamel ware.....do...	158	1.22	1.29	1.49
21				1.21	1.23
22				1.13	
23	Dishes:				
24	Meat, 14-inch, white enamel ware.....No..	320	.40	.405	.41
25	Meat, 16-inch, white enamel ware.....do...	153	.49	.486	.49
26	Vegetable, without covers, white enamel ware.....No..	664	.325	.433	.33
27			.43	.349	
28				.32	
29	Globes:				
30	Lantern, tubular-safety.....doz...	52	.52	.39	
31	For tubular street lamps.....No..	120	.31		
32	Lamp shades:				
33	Metal, for Mammoth Rochester lamp..do...	20	.125		
34	Paper, with wire rims.....doz...	9 ^{1/2}	.50		
35	Porcelain, for student's lamps.....No..	175	.08		
36	Lamps:				
37	Heavy, glass or metal fount, heavy metal bracket, with burner, chimney, and reflector, complete.....No..	416	.46		
38			.60		
39	Heavy, glass or metal fount, table, not over 12 inches high, metal base, with burner and chimney, complete.....No..	171	.70		
40	Student's, one-burner, with burner, shade, and chimney, complete.....No..	119	2.10		
41	Rochester (Mammoth), hanging, with burner and chimney, complete.....No..	75	2.25		
42			2.41		

* For Omaha delivery 10 per cent more to be added.
a Per dozen.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS.

Number.	William A. Maurer.	Ralph E. Smith.	Simmons Hardware Co.	Ferdinand P. Armbruster.	Edward A. Pierce.	Charles H. Piekens.	Robert M. Fair.
	Points of delivery.						
	Chicago.	St. Louis.	Not stated.	St. Louis or Chicago.	Omaha.	Chicago.	
1	(*)						
2							
3							
4							
5							
6	.44	.60	.43	.42	b .025		
7			.39		b .035		
8	.56	.75	.55	.54	b .035		
9			.51		b .047		
10					b .095		
11					b .062		
12				.40			
13							
14							
15							
16							
17	1.07	1.40		1.20			
18	1.12	.95					
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29	.47	.50	.41	.48		.585	
30	3.13		.23	.32			
31	.15	.15	.58	.15			
32			.12				
33	.28	.35	.26	.35			
34	.38		.46				
35	a .98	.08 ^{1/2}	.07	.08			
36			.075				
37			.20				
38	.44	.46	.40	.50			
39			.41				
40							
41	.33			1.25			
42	.90						
43	2.10	2.20	2.10	2.40			2.04
44		2.25	2.15	2.25	2.37		
			2.80				

b Each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

CROCKERY AND LAMPS—Continued.

Number.	CLASS No. 9. CROCKERY AND LAMPS—continued.	Quantity awarded.	Points of delivery.	
			Harry B. Lyford.	Peter R. Earling.
			Chicago.	
1	Lamps, street, tubular, globe, with burners, complete..No..	70	3.00	3.15
2	Lamp chimneys:			
3	Sun-burner, No. 1, extra heavy.....doz..	13 ¹ / ₂	.50	.32
4			.35	
5	Sun-burner, No. 2, extra heavy.....do....	534	.62	.43
6			.46	
7	For students' lamps.....do.....	102	.56	.52
8			.32	
9	For Rochester lamps (Mammoth).....do....	89	1.37	1.23
10				
11	Lamp wicks:			
12	No. 0, boiled.....do.....	41	.01 ⁷ / ₈	.0175
13	No. 1, boiled.....do.....	83	.02	.0225
14	No. 2, boiled.....do.....	311	.03	.03
15	For students' lamps, boiled.....do.....	92	.05	.03
16	For tubular street lamps, boiled.....do.....	52	a .55	.0475
17	For Rochester lamps (Mammoth).....do.....	39	.50	.45
18	Lanterns, tubular, safety.....No.....	266	.34	.65
19			.37	
20			.35	
21				
22	Pepper sprinklers, glass.....doz.....	149		
23				
24	Pitchers:			
25	Pint, white enamel ware.....No.....	327	.405	.405
26			.405	
27	Quart, white enamel ware.....do.....	255	.43 ¹ / ₂	.46
28			.405	
29	Sirup, glass, pint, metal top.....doz.....	65		
30				
31	Water, 2-quart, white enamel ware.....No.....	400	c .57	c .57
32	Water, 3-quart, white enamel ware.....do.....	575	d .73	d .73
33	Washbowl, white enamel ware.....do.....	303	1.14	1.13
34			.73	
35	Plates:			
36	Breakfast, white enamel ware.....doz.....	85	1.63	1.62
37	Dinner, white enamel ware.....do.....	149	1.96	1.94
38	Sauce, white enamel ware.....do.....	284	1.38	1.22
39			1.38	
40	Soup, white enamel ware.....do.....	35	2.19	2.19
41			2.44	1.94
42	Reflectors, for bracket lamps, 7-inch.....No.....	100	.16	.125
43	Salt sprinklers, glass.....doz.....	185		
44				
45				
46				

Number.	Points of delivery.							Number.
	Chicago.		St. Louis.	Not stated.	Omaha.	St. Louis or Chicago.	Chicago.	
1		* 3.30	3.25	3.00	3.35			1
2		.43	.60	.30	.42	.75	e .02 ¹ / ₂	2
3			.50	.42			e .06	3
4				.53				4
5		.56	.71	.44	.55	.92	e .04	5
6			.58	.55			e .07	6
7				.66				7
8		.57	.65	.20	.30			8
9				.70				9
10		1.35	1.80	1.30	1.35		e .09	10
11			1.35	1.60			e .12	11
12		.02	.015	.015	a .18	.015	.015	12
13		.02	.01 ¹ / ₂	.02	a .25	.01 ¹ / ₂	.02	13
14		.03	.02 ¹ / ₂	.02 ¹ / ₂	a .36	.02 ¹ / ₂	.04 ⁵ / ₁₂	14
15		.08	.08	.09	a 1.08		.02 ¹ / ₂	15
16			.04 ¹ / ₂	.045	a .58		.04 ¹ / ₂	16
17			.47	.43	1.55		.45	17
18		b 3.85	.375	.36	.40		.35	.39
19				.50			.64	.40
20				.34				
21				.36				
22				.34				
23		.31	.42		.40			1.40
24		.40	.42					
25		.51						
26								.35
27								
28								.41
29								
30		1.06	2.25		2.40			
31		1.40						
32		3.00						
33								.49
34								.58
35								1.17
36								
37								1.81
38								2.17
39								1.35
40								
41								2.24
42								
43		.14	.125	.08	.15			
44		.31	.42		.40			1.40
45		.40	.42					
46		.51						

* For Omaha delivery 10 per cent more to be added. a Per gross. b Per dozen.

c 200 awarded each to H. B. Lyford and Peter R. Earling. d 287 awarded to H. B. Lyford and 288 to Peter R. Earling. e Each.

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. and CLASS No. 10.—FURNITURE AND WOODEN WARE.	Quantity awarded.	Points of delivery.							
			Chicago.				Not stated.	Chica- go.		
			Harry B. Lyford.	Peter R. Earling.	William A. Maurer.	Ralph E. Smith.	Ferdinand P. Armbruster.	The Manhattan Supply Co.		
1	Saucers:									
2	Coffee, white enamel ware doz..	142	1.04	1.05	.235			1.09		
3			1.05		.25			1.16		
4					.235					
5	Tea, white enamel ware..... do...	99	1.05	.98	.48			1.00		
6	Tumblers do..	532				.23	.21			
7						.25				
8	Washbowls, white enamel ware..... No..	430	.40	.2975				.25		
9				.245				.32		
10				.216				.37		
11								.415		

FURNITURE AND WOODEN WARE.

Number.	CLASS No. 10.—FURNITURE AND WOODEN WARE.	Quantity awarded.	Points of delivery.							
			Chicago.				Not stated.	Chica- go.		
12	Baskets:									
13	Clothes, large..... No..	838		.49						
14				.25						
15	Measuring, ½ bushel..... do...	80	.145	.15						
16			.29	.095						
17	Measuring, 1 bushel..... do...	366	.20	.18						
18			.13	.125						
19			.18							
20			.40							
21	Bedsteads, wrought-iron frame: Double, with casters, 6 feet long inside, 4 feet wide, with woven-wire mattress, number.....	273								
22										
23	Single, with casters, 6 feet long inside, 3 feet wide, with woven-wire mattress, number.....	767	4.39							
24										
25										
26										
27										
28										
29										
30										
31	Bowls, wooden, chopping, round: 15-inch, packed in cases..... No..	43	.13	.125						
32	18-inch, packed in cases..... do...	67	.23	.23						
33			.34	.23						
34	Brooms, to weigh not less than 27 pounds per dozen, in bundles of 1 dozen, matted in burlaps..... doz..	777	2.64							
35			2.90							
36										

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

Number.	Points of delivery.											
	Chicago.	Omaha.	St. Louis.	St. Louis or Chi- cago.	Not stated.	Chicago.			Chica- go or St. Louis.	Chica- go.		
	Robert M. Fair.	Nathaniel H. Whiteside.	Charles M. Wilhelm.	Clarence E. Curby.	Edward A. Pierce.	Rollin A. Keyes.	John V. Farwell, Jr.	Eliphalet W. Cramer.	Frank A. Powers.	Elliot C. Jones.	Charleston Broom Co.	James W. Harris.
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												

FURNITURE AND WOODEN WARE.

Number.	Points of delivery.											
	Chicago.	Omaha.	St. Louis.	St. Louis or Chi- cago.	Not stated.	Chicago.			Chica- go or St. Louis.	Chica- go.		
12												
13					.46	.53						
14					.49							
15					.075	.14						
16					.12							
17					.14							
18					.085	.16						
19					.15							
20					.16							
21	4.225	4.95	4.81	3.88		4.07	4.30	2.65				
22	4.70						4.50	3.75				
23							5.45	3.85				
24								4.15				
25								4.50				
26												
27	3.825	4.41	4.29	3.48		3.63	3.90	2.35				
28	4.30						4.10	3.00				
29							4.95	3.10				
30								3.40				
31								3.75				
32					.40							
33												
34					.19	2.25			2.15	2.25	2.50	4.4
35					.22	2.40			2.24	2.15	2.25	3.5
36						2.50			2.30			3.6

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.		
			Harry B. Lyford.	Peter R. Earling.	Robert M. Fair.	Elliot C. Jones.	Meyer Bros. Drug Co.	Simmons Hardware Co.
1	Brooms, whisk.....doz..	133	.70	1.35	.79	1.35	1.35	.70
2			2.10	.85	.96	1.10	1.10	1.15
3			3.00	.79	1.33		.85	1.25
4					1.46			1.15
5								1.25
6								1.34
7	Brushes:							
8	Dust.....do..	145	2.10	3.25				1.45
9			3.15	1.60				2.75
10								3.25
11								3.05
12								3.45
13	Scrub, 6-row, 10-inch.....do..	192	.75	1.60				1.01
14			.85	1.10				
15			1.00	.90				
16			.95	.75				
17			1.10					
18	Shoe, dauber.....do..	100	.50	.55	.36	.75	.41	
19			.99	.35	.47	.65	1.14	
20			1.34				.43	
21	Shoe, polishing.....do..	148	1.30	2.75	1.65	1.75	1.44	
22			1.74	2.45	1.50	1.60	1.55	
23				1.75			1.97	
24							2.39	
25							1.73	
26							3.45	
27	Stove, 5-row, 10-inch.....do..	35	2.00	2.50			.86	
28			1.15	1.00				
29			1.25	.85				
30	Buckets, well, oak, extra strong.....No..	42	.26	.32				
31			.27					
32	Bureaus, three drawers, burlaped and crated, not over two in each crate....No..	147			6.75			
33					10.00			
34	Chairs:							
35	Reed-seat, close-woven.....doz..	87			8.90			
36	Wood, bow-back, 4 spindles to back.do...	100			5.38			
37								

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.	Points of delivery.										Number.		
		St. Louis or Chicago.	Not stated.	Omaha.	Chicago.	St. Louis, St. Paul, Sioux City, Omaha, Kansas City.	Chicago.	Not stated.						
		Edward A. Pierce.	Rollin A. Keyes.	Harry S. Weller.	James W. Harris.	Haisler Brothers Co.	The Manhattan Supply Co.	James Irving Holcomb.	Chicago Brush Co.	Nathaniel H. White-side.	Charles M. Wilhelm.		John A. Thompson.	John V. Farwell, jr.	William F. Merle.
1	a. 06½	.85	2.00	.85										1
2	a. 07	.85												2
3	a. 14													3
4														4
5														5
6														6
7	a. 10	2.60	2.50		3.00	2.70	3.40	2.45						7
8	a. 15	4.10					3.00	2.62						8
9	a. 20	5.00						2.75						9
10		6.20												10
11														11
12	a. 09½				1.75	.95		1.00						12
13					1.50			1.25						13
14					1.25			1.47						14
15					1.10									15
16														16
17	a. 105	.60	.72			.60		.50						17
18	a. 17	.62						.54						18
19	a. 135	.82												19
20		.68												20
21	a. 19		2.00			1.95	2.00	1.65						21
22	a. 13					1.90								22
23														23
24														24
25														25
26														26
27														27
28	a. 07	.68			1.50	1.00	1.00	1.00						28
29	a. 08½	.82			1.55		1.10	1.10						29
30	a. 07	1.00					1.20							30
31	.27													31
32														32
33									7.74	6.75				33
34									6.25					34
35									9.73	9.25	8.87			35
36									6.33	7.25	5.63			36
37									5.38	5.75		5.50		37

a Each.

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.			
			Harry B. Lyford.	Peter R. Earling.	Robert M. Fair.	Nathaniel H. Whiteside.
1	Chairs, wood, office, bow-back and arms revolving, number.....	39			2.67	2.59
2	Churns, barrel, revolving, to churn 5 gallons.....No..	15	1.94	1.98		
3			2.06			
4	Clocks, 8-day, pendulum or spring lever.....do..	92	2.24		2.40	
5			2.64		2.40	
6			2.20			
7			2.59			
8			2.58			
9	Clotheslines: Galvanized-wire, in lengths of 100 feet, per 100 feet.....feet..	32,900	.205	.22		
10			b.17	b.17		
11			.135	.14		
12			.12	.12		
13	Rope.....No..	91		.135		
14				.12		
15	Clothespins.....gross..	658	.095	.10		
16	Desks, office, medium size and quality, burlaped and crated.....No..	16			9.50	
17	Desks, school, with seats, double:					
18	No. 1, for scholars 18 to 21 years old.....do..	30				
19	No. 2, for scholars 15 to 18 years old.....do..	26				
20	No. 3, for scholars 13 to 15 years old.....do..	1				
21	No. 4, for scholars 11 to 13 years old.....do..	6				
22	No. 5, for scholars 8 to 11 years old.....do..	6				
23	No. 6, for scholars 5 to 8 years old.....do..	1				
24	Desks, school, back seats for, double:					
25	No. 1.....do..	4				
26	No. 2.....do..	4				
27	No. 3.....do..	1				
28	No. 4.....do..	1				
29	No. 5.....do..	1				
30	Desks, school, with seats, single:					
31	No. 1, for scholars 18 to 21 years old.....do..	8				
32	No. 2, for scholars 15 to 18 years old.....do..	78				
33	No. 3, for scholars 13 to 15 years old.....do..	39				
34	No. 4, for scholars 11 to 13 years old.....do..	30				
35	No. 5, for scholars 8 to 11 years old.....do..	17				
36	No. 6, for scholars 5 to 8 years old.....do..	21				
37	Desk, school, back seat for, single:					
38	No. 1.....do..	1				
39	No. 2.....do..	34				
40	No. 3.....do..	20				
41	No. 4.....do..	13				
42	No. 5.....do..	3				
43	Desks, teacher's, medium size and quality, burlaped and crated.....No..	9			8.50	

^aDelivered f. o. b. at any point in the United States east of and including Minnesota, Iowa, and Missouri and north of Tennessee and North Carolina.
^b16,450 feet each to H. B. Lyford and Peter R. Earling.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.										Number.		
	Omaha.	Chicago.			St. Louis.	Chi-cago.	St. Louis or Chi-cago.	Not stated.	All points.	Chi-cago.		As stated below.	Not stated.
	Charles M. Wilhelm.	John B. Sherwood.	John A. Thompson.	The Manhattan Supply Co.	Simmons Hardware Co.	American School Furniture Co.	Edward A. Pierce.	Rollin A. Keyes.	The American Clock Co.	John V. Farwell, jr.	Fred Macey.	William F. Merle.	
	2.98	2.75		2.90	1.45				19.25				
1													
2							2.15			2.84		3.15	
3													
4				2.90	1.45				19.25				
5				2.95									
6													
7													
8													
9							.13	.13					
10							.18	.16					
11								.20					
12							.085						
13							.08						
14							.105		.095				
15													
16			9.35							a 19.80		9.75	
17										a 24.00			
18						2.60							
19		2.60				2.60							
20		2.50				2.50							
21		2.50				2.50							
22		2.40				2.40							
23		2.40				2.40							
24		2.30				2.30							
25		2.30				2.30							
26		2.30				2.30							
27		2.30				2.30							
28		2.30				2.30							
29		2.10				2.20							
30		2.10				2.20							
31		2.00				2.10							
32		2.00				2.10							
33		2.00				2.00							
34		1.90				2.00							
35		1.80				2.00							
36		1.80				1.90							
37		1.80				1.90							
38		1.80				1.90							
39		1.80				1.90							
40		1.80				1.90							
41			9.35			6.00						8.75	
42						9.00							

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.			
			Chicago.			
			Harry B. Lyford.	Peter R. Earling.	Robert M. Fair.	Nathaniel H. White- side.
1	Rolling-pins, 2½ by 13 inches, exclusive of handles.....No..	148	.08	.06		
2	Rope, manila:		.05	.0475		
3	¾-inch.....lbs..	1,955	.11½			
4	¾-inch.....do..	4,555	.11½			
5	¾-inch.....do..	1,835	.11½			
6	¾-inch.....do..	2,700	.11½			
7	1-inch.....do..	2,155	.11½			
8	1½-inch.....do..	850	.11½			
9	Sash cord.....do..	831	.18½	.18		
10			.18½	.18		
11	Stools, wood.....doz..	90			5.10	4.99
12	Washboards, double zinc, in bundles of one dozen, with 2 cleats 2 by ¾ inch each side of bundle.....No..	562	.15	.24		
13			.18	.20		
14			.15	.18		
15			.21½			
16	Washstands, wood, papered and crated, not over 4 in one crate.....No..	161			3.75	
17						
18	Washing machines, extra heavy, well crated (bids on light machines will not be considered).....No..	201	4.46	4.68		
19			4.96	4.59		
20			4.33	4.13		
21			4.83	4.13		
22			4.50	2.07		
23			4.50			
24			4.00			
25	Washtubs, three hoops, in nests of the three largest sizes.....No..	34	1.76	1.39		
26			1.80			
27			1.99			
28	Wringers, clothes:					
29	No. 1, large.....do..	151	1.69	3.23	1.58	
30				2.45		
31				1.62		
32						
33						
34	No. 2, "Family".....do..	53	1.24	1.85	1.20	
35				1.23		
36						

° Per nest of 3.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	Points of delivery.									
	Omaha.	Chicago.	St. Louis.	Omaha.	St. Louis or Chicago.	Not stated.	Chicago.	Chicago, St. Louis, Kansas City, Sioux City, St. Paul, Omaha.		
1						.045				
2						.05½				
3		.122	.115	b .12	.115½					
4		.117	.115	b .115	.110½					
5		.117	.115	b .115	.1109					
6		.117	.115	b .115	.1109					
7		.117	.115	b .115	.1109					
8		.117	.115	b .115	.1109					
9			.18		.18					
10					.215					
11	6.05	5.50					5.34			
12			a 2.14		.15	a 2.25				
13					.18½	a 2.35				
14					.14½					
15					.18½					
16	3.72	4.75								
17		4.25								
18		4.00								
19				b 4.60	2.10		4.34	4.25		
20				b 4.50	2.40		4.75	3.75		
21					2.25					
22					4.05					
23										
24										
25										
26					1.69					
27										
28										
29			1.44			1.75	1.88			
30			1.97							
31			1.47							
32			1.05							
33			.95							
34			1.72							
35			1.97			1.30	1.00			
36							1.35			

a Per dozen.

b "Only."

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. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.
1	Buckles, breast strap, snaps and buckles, malleable iron, X. C., 1½-inch doz..	244
2		
3		
4		
5	Buckles, bar rein, malleable iron, X. C.:	
6	¾-inch gross..	15
7	¾-inch do..	18
8	¾-inch do..	34
9	¾-inch do..	35
10	1-inch do..	35
11		
12		
13	Buckles, harness, sensible, malleable iron, X. C.:	
14	¾-inch do..	10
15	¾-inch do..	27
16	¾-inch do..	13
17	¾-inch do..	17
18	¾-inch do..	11
19	¾-inch do..	3
20	Buckles, roller, girth, malleable iron, X. C., 1½-inch do..	12
21	Buckles, roller, harness, malleable iron, X. C.:	
22	¾-inch do..	14
23	¾-inch do..	19
24	¾-inch do..	43
25	¾-inch do..	31
26	¾-inch do..	19
27	¾-inch do..	16
28	¾-inch do..	8
29	¾-inch do..	7½
30	2-inch do..	73
31	Buckles, trace, 3-loop, Champion, X. C.:	
32	1½-inch doz. pairs..	105
33	1½-inch do..	16½
34	1½-inch do..	25
35	2-inch do..	25
36	Burnishers:	
37	heel, corrugated no..	4
38	heel, plain do..	9
39	shank do..	9
40	Cement, shoe, 2-oz. doz..	23
41	Chains, halter, with snap, 4½ feet, No. 0 no..	181
42	Channel cutters do..	2
43	Channel openers do..	3
44	Cinchas do..	75
45		
46		

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

	Harry B. Lyford.	Albert Kuhmeyer.	Bernhard Hinrichs.	Simmons Hardware Co.	Eugene H. Conklin.	Thaddeus P. Stanwood.	Number.
	Points of delivery.						
	Chicago.		St. Louis.	Chicago.			
	.60	.72	.52	1.20			1
	.72		.60				2
			.63				3
			.54				4
	.59	.68	.64	.63			5
		.68	.64				6
	.77	.92	.88	.83			7
		.92	.88				8
	.99	1.07	1.00	.90			9
		1.07	1.00				10
	1.16	1.34	1.25	1.25			11
		1.34	1.25				12
			.46	.48			13
	.46	.48	.58	.63			14
	.59	.62	.74	.90			15
	.82	.86	.74	.90			16
	1.05	1.10	1.05	1.10			17
	1.70	1.80	1.72	1.80			18
	2.15	2.25	2.05	1.90			19
	1.37	1.45					20
	.48	.50	.46	.50			21
	.57	.60	.58	.60			22
	.66	.70	.64	.70			23
	.75	.77	.72	.80			24
	1.08	1.15	1.05	1.15			25
	1.37	1.45	1.33	1.45			26
	1.65	1.75	1.64	1.75			27
	1.94	2.00	1.92	2.05			28
	.59	.52	.49	.31			29
	.67	.68	.58	.36			30
	.76	.96	.65	.41			31
		1.08	.83	.52			32
	1.09	.96					33
							34
					.37		35
					.23		36
					.52		37
					1.00	.75	38
	.11	.18					39
	.125						40
					.50		41
					.15		42
		.40					43
		.27					44
		.20					45
		.17					46

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. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Points of delivery.			
			Chicago.			
			Harry B. Lyford.	Albert Kuhlmey.	Maurice B. Lee.	Bernhard Hinrichs.
1	Clamps, sewing, knee.....No.	9				
2	Clips:					
3	Hame, japanned.....doz.	42	.125	.45		.25
4	Trace, polished, 4½-inch, malleable iron.....do	26	.315	.13		.12
5	Cockeyes, screwed, japanned:					.22
6	1½-inch.....do	31	.13	.17		.16
7	1½-inch.....do	200	.205	.19		.18
8	1½-inch.....do	26	.26	.24		.22
9	2-inch.....do	16	.32	.30		.285
10	Collars, horse:					
11	17 to 19 inches by ½ inch.....No.	334		1.40	1.66	
12				1.35	1.75	
13				1.27	2.15	
14	19½ to 21 inches by ½ inch.....do	393		1.45	1.89	
15				1.40	1.98	
16				1.32	2.45	
17	21½ to 24 inches by ½ inch.....do	33		1.55	2.30	
18				1.48	2.39	
19	Collars, mule, 15 to 16½ inches by ½ inch.....do	64		1.25	1.49	
20				1.19	2.75	
21				1.17		
22	Collices, sizes 4 to 12.....do	18				
23	Crimping boards:					
24	Boys'.....pair	1				
25	Men's.....do	1				
26	Crimping screws.....No.	2				
27	Currycombs, tinned iron, 8 bars.....doz.	32	.75	1.25		1.20
28			.80	1.00		
29			.84	1.05		
30			.95	.90		
31	Cutters, peg, regular.....No.	3				
32	Dressing, shoe.....doz.	204	.60			
33			.65			
34						
35						
36	Eyelets, black, B, long.....M	139				
37	Eyelet hooks, black.....do	37				
38	Eyelet sets, hand.....No.	2				
39	Eyelet set, foot power.....do	1				
40	Eyelet hook sets, foot power.....do	4				
41	Halters.....do	276		.87	.85	
42				.80	.94	
43				.70		
44						
45	Hair, gray goat.....lbs.	185		.06		

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	Owen Gathright.	Eugene H. Conklin.	Simmons Hardware Co.	Frank H. Perkins.	Charles Kiper.	Peter R. Earling.	Edward A. Pierce.	Robert M. Fair.	Thaddeus P. Stanwood.	Albert C. Bass.	Points of delivery.														
											Chicago.	St. Louis.	Chicago, New York, St. Louis.	Chicago.	St. Louis or Chicago.	Chicago.									
1																									
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									
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31																									
32																									
33																									
34																									
35																									
36																									
37																									
38																									
39																									
40																									
41																									
42																									
43																									
44																									
45																									

a Each.
b 1½-inch with ties.
c 1-inch with ties.
d 1½-inch without ties.
e 1-inch without ties.

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. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Points of delivery.								
			Chicago.		New York.	Chicago.					
1	Leather:										
2	Dongola, kid..... lbs..	313									
3	Calfskin..... do..	1,990				.60					
4	Harness (15 to 22 pounds per side),										
5	lbs.....	24,000				.29	.305	.31			
6						.31	.33				
7	Kip (about 5-pound sides)..... lbs..	1,765									
8	Lace, per pound..... sides..	147	a. 155	f. 64	.49	.46	.47				
9			a. 18½								
10	Sole, hemlock..... lbs..	5,050				.22	.25				
11						.23	.28				
12						.24					
13	Sole, oak..... do..	9,845			.29	.31	.30				
14					.28	.32	.33				
15											
16	Lining, shoe..... yds..	365									
17	Needles, harness, assorted, 4, 5, and 8,										
18	doz.....	221		.55							
19	Nails, saddle..... lbs..	24		.11							
20	Nails, iron, Swede:										
21	#-14..... lbs..	110									
22	#-16..... do..	79									
23	#-16..... do..	93									
24	#-14..... do..	178									
25	Oil, neatsfoot, in square cans, cased,										
26	galls.....	140	.51								
27	Ornaments, nickel, 1-inch..... gross..	8		1.00							
28	Pad hooks, band, X. C..... do..	1½		7.50							
29											
30											
31	Pad screws, X. C..... do..	8	4.20	.85							
32			4.20	.85							
33			4.20	.95							
34			4.20	1.00							
35	Paste, Austrian..... lbs..	97									
36	Pegs, shoe:										
37	3-14..... galls..	2									
38	4-12..... do..	2									
39	5-12..... do..	4									
40	6-11..... gall..	1									
41	7-10..... do..	1									
42	Pinchers, lasting, steel, No. 4..... No..	23									
43	Plane, edge, sizes 4 to 12..... do..	1									
44	Punches:										
	Hand, oval, Nos. 1 to 14..... do..	12									
	Spring, harness, 6, 7, and 8 tube..... do..	51	.14	.55							

a Per square foot.

b Per dozen papers.

c Per dozen papers of 25 needles each.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	Points of delivery.	Points of delivery.										Number.		
		Chicago.		Not stated.	Chicago.		All points.	Chicago.	St. Louis.	Chicago.	New York.		Chicago.	Omaha.
1		.80							f. 80				1	
2									g. 18				2	
3		.40		.52			.57		.55				3	
4							.59		.59				4	
5		.345	.33		.29	.30	.30	.36					5	
6		.335	.335		.31	.32							6	
7		.35	.32	.41			.47						7	
8		.43	.41						.47				8	
9													9	
10		.24	.285	.26	.27	.26	.26						10	
11			.24	.27	.27	.26	.26						11	
12			.22				.26						12	
13			.24				.27						13	
14		.315	.305	.29	.30			.31					14	
15			.315	.30									15	
16													16	
17		.115											17	
18		.03							.70	e. 36			18	
19													19	
20		.04							.08½				20	
21		.045											21	
22		.045											22	
23		.04											23	
24											.70	d. 5406	24	
25												e. 5566	25	
26									.57				26	
27									6.45		5.50		27	
28													28	
29													29	
30									1.05		1.50		30	
31											1.50		31	
32													32	
33													33	
34		.165											34	
35													35	
36		.20											36	
37		.20											37	
38		.20											38	
39		.20											39	
40		.20											40	
41		.55											41	
42		1.65											42	
43											.12		43	
44		.25							.30				44	

d In jacket cans.

e In cans cased.

f Per pound.

g Per foot.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Points of delivery.							Number.	
			Chicago.								St. Louis.
			Harry B. Lyford.	Albert Kuhlmeier.	Bernhard Hinrichs.	Robert M. Fair.	Nathaniel H. Whiteside.	Eugene H. Conklin.	Thaddeus P. Stanwood.			Simmons Hardware Co.
1	Spots, silvered, 1-inch.....doz.	12		.40						.06½	1
2	Squares, hipstrap, 7/8-inch.....do.	46		.05	.05						2
3					.05						3
4	Staples, hame, with burrs.....do.	92	.11	.13	.11						4
5					.13						5
6	Stands, counter, regular, 4 lasts, number.....	14	.30				.75				6
7			.45								7
8	Sticks:										
9	Long.....No.	1					.25				8
10	Shoulder.....do.	6					.15				9
11	Size.....do.	2					.15				10
12	Stirrups, wood, 5-inch.....pairs.	83		.12	.18					.12	11
13				.12							12
14	Stitching horses.....No.	16	2.00	2.25	1.75						13
15											14
16	Stones, sand.....do.	127	a.02½					a.06		b2.90	15
17	Stretchers:										
18	Instep.....do.	3					.60				16
19	Toe.....do.	7					.75	.45			17
20	Surcingles.....do.	41	.08	.30	.25					.18	18
21			.125								19
22			.21								20
23			.21								21
24	Swivels, bridle, X. C., loop:										
25	1/4-inch.....doz.	18	.08½	.08	.09					.13½	22
26			.12		.16						23
27	1/2-inch.....do.	73	.08½	.08	.11						24
28			.13								25
29	Tacks, shoe, 1, 2, and 3-ounce lbs.	386					.12		.13		26
30							.11				27
31							.10				28
32	Terrets, band, X. C.:										
33	1/4-inch.....doz.	1	.35	.30	.29						29
34	1/2-inch.....do.	7	.39	.35	.32					.42	30
35	Thread:										
36	Shoe, Barbour's, No. 3.....lbs.	156		1.00		.90	.884	.94½		1.40	31
37						.80					32
38	Linen, spools, black, machine, Nos. 40 and 50.....doz.	55					2.17	1.54			33
39							2.59	1.84			34

a Per pound.

b Per cwt.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC. — Continued.	Quantity awarded.	Harry B. Lyford.	Albert Kuhlmeier.	Bernhard Hinrichs.	Eugene H. Conklin.	Simmons Hardware Co.	Robert M. Fair.	Nathaniel H. Whiteside.	Number.
			Points of delivery.							
			Chicago.			St. Louis.	Chicago.			
1	Ticklers:									1
2	Creasing No..	9		.35						2
3	Edge do..	20		.40			.42			3
4	Tools, claw do..	33		.40						4
5	Trace carriers, X. C doz..	34	.25	.15	.15		.29			5
6			.25	.27	.24					6
7			.455	.27						7
8				.27						8
9	Trees, self-adjusting, X. C ... No..	68		.24						9
10				.24						10
11				.27						11
12	Wax:									
13	Saddler's lbs..	142				.05	.04			12
14	Shoemaker's, small ball (per 100 balls) balls..	1,283		.28		.40	.38			13
15	Wheels:									
16	Box, with slide No..	2				.50				14
17	Fudge do..	2				.40				15
18	Overstitch, with carriage, Nos. 6, 7, 8, 10, 12, and 14, number do..	23		.60						16
19	Winkers, 3-inch, sensible, 2seams, patent leather doz..	15 1/2		1.30			2.20			17
20	Additional articles.									18
21	Thread, shoe, Barbour's:									
22	No. 10 lbs..	160		.95	.855	.90	.81	.8123		19
23	No. 12 do..	5		1.25	1.20	1.25	1.14	1.14		20
24							.70			21
25							.97			22

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS, ETC.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC.	Quantity awarded.	Points of delivery.							
			Chicago.							
			Harry B. Lyford.	Robert M. Fair.	Nathaniel H. Whiteside.	William T. Gormley.	Standard Oil Co.			
1	Augers, post-hole, 9-inch.....No..	55	.45							
2	Axle grease (2 dozen boxes in case).....doz..	498							.35	
3									.35	
4										
5										
6	Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen.....No..	1,560		.21	.1695					
7	Corn planters:									
8	Hand.....do..	34	.45							
9	2-horse.....do..	3								
10	Corn shellers, hand, medium size.....do..	6	4.40							
11	Cradles, grain, 4-finger, with scythes, packed in cases.....No..	6								
12	Cultivators:									
13	1-horse, iron frame, 5-inch blade, with wheel.....No..	9								
14	Riding, 2-horse.....do..	9								
15	Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles.....No..	136	.45							
16			.48							
17	Drills, grain, 2-horse.....do..	11								
18	Feed cutters.....do..	5								
19	Forks, hay, c. s., 5½-foot handles, packed in cases:									
20	3 oval tines.....doz..	16	2.69		3.15					
21			3.17							
22										
23	4 oval tines.....do..	38	3.36		3.80					
24			3.75							
25	Forks, manure, c. s., 5 oval tines, long handles, strapped ferrule, packed in cases.....doz..	46	5.70		6.78					
26	Handles:									
27	Ax, 36-inch, hickory, "extra," turned, packed in cases.....doz..	329	1.10							
28			1.30							
29										
30										
31	Hay fork, 5½-foot, packed in cases.....doz..	38	.70							
32										
33	Pick, 36-inch, No. 1, packed in cases.....doz..	101	1.45							
34										
35	Plow, left-hand, straight, 1½ by 2½ inches by 5 feet.....doz..	37								
36	Plow, right-hand, double bend, for mold board, 1½ by 2½ inches by 5 feet.....doz..	33								
37	Shovel, long.....do..	51	1.20							
38	Spade, D.....do..	24	1.40							
39	Harrows, 60 teeth, ¼ by 8 inches, steel, with draw-bar and clevises.....No..	45								
40	Hoes:									
41	Garden, solid shank, c. s., 6-inch.....doz..	98	2.33		3.00					
42			2.57							
43	Grub, c. s., oval eye, No. 2.....do..	2	3.75							

Each.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.

Number.	Points of delivery.										Number.
	Chicago, St. Louis, Kansas City, Sioux City, Omaha.	Chicago, St. Louis, Kansas City, St. Paul, Omaha.	Chicago.	St. Louis.	St. Louis, St. Paul, Sioux City, Chicago, Omaha, Kansas City.	Omaha.*	Chicago.	Chicago, St. Louis, Omaha, Minneapolis, Kansas City.	Chicago.	St. Louis or Chicago.	
	Arthur J. Cooley.	George Cadogan Morgan, Jr.	Bernhard Hinrichs.	Simmons Hardware Co.	William Butterworth.	William M. Glass.	Henry H. Meday.	W. G. Orendorff.	Fred K. Maus.	Peter R. Earling.		A. Edward Peirce.
1			.55	.48					.50		1
2							.60				2
3							.42				3
4							.38				4
5							.37				5
6	.175										6
7	.18										7
8											8
9		27.90			28.50			25.00			9
10											10
11											11
12		3.15						3.25			12
13		19.50			20.00			20.00			13
14			1.25	.38					.55		14
15				.55							15
16											16
17											17
18				3.60		3.25					18
19				4.05							19
20				3.85							20
21				4.25							21
22				3.45							22
23				4.75		4.00					23
24											24
25				6.50		6.75					25
26				7.00							26
27					2.05	1.68			1.75	1.35	α.081
28										1.00	α.14½
29											α.12
30											α.09
31				1.20		.875					
32				1.40		1.175					
33				1.50		1.38					
34								1.30			α.11
35								.90			α.07
36									2.40	1.40	
37									2.40	1.70	
38											
39		8.00			8.50				8.50		
40				2.40		2.75					
41											
42				3.35							
43				3.45							

* Bids "only" on all.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

Number.	CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC.—continued.	Quantity awarded.	Points of delivery.						
			Chicago.		St. Louis or Kansas City.				
	Knives:								
1	Corn	10	1.26						
2			2.25						
3									
4	Hay	1 1/3	4.69						
5									
6	Lawn mowers, hand, 14-inch.....	38	1.75	3.00	1.78				
7				2.06					
8				1.91					
9	Machines:								
10	Mowing, singletrees, doubletrees, and neck yoke complete, with 2 dozen extra sections.....	42							
11									
12									
13	Harvester and self-binder, 6-foot cut, complete	7							
14									
15									
16	Thrashing, 10-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 10-horse mounted power, complete, with sweeps, tumbling rods, staking chains, etc., necessary to connect to and run above separator. Two extra sweeps.....	4				a1,537.00			
17	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.....	1					450.00		
18	Mattocks, ax, c. s.....	24	4.80						
19			4.80						
20	Picks, earth, steel-pointed, assorted, 5 to 6 pounds.....	399	.31						
21									
22	Plows:								
23	8-inch, c. s., 1-horse, with extra share	5						4.80	4.50
24									f 4.00
25	10-inch, c. s., 2-horse, with extra share	54						6.40	6.45
26									g 6.00
27	12-inch, c. s., 2-horse, with extra share	74						7.75	7.65
28									h 5.25
29	14-inch, c. s., 2-horse, with extra share	43						9.25	8.40
30									i 8.50
31	"Breaker," 12-inch, with rolling coulter, gauge wheel, and extra share	19							j 6.50
32									k 11.25
33	"Breaker," 14-inch, with rolling coulter, gauge wheel, and extra share	1							l 11.25
34									m 12.50
35									n 13.50

a For the four.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

Number.	Points of delivery.												Number.	
	Chicago.		St. Louis.	Chicago.	St. Louis or Chicago.	Chicago.	F. o. b. St. Louis.	Chicago.	Chicago.	Chic., St. L., Kas. C., St. P., Omaha.	Chic., St. L., St. P., S. City, Omaha, Kas. C.	Chic., St. L., Omaha, Minneapolis, Kas. C.		
			1.65											1
			1.70											2
			1.50											3
			4.80											4
			7.90											5
			4.40			1.93	3.68							6
			2.85			3.40								7
			1.90											8
														9
														10
														11
														12
														13
														14
														15
														16
									448.00	a1,794.00				17
														18
														19
														20
														21
									469.00	455.00				22
										4.67				23
														24
														25
														26
														27
														28
														29
														30
														31
														32
														33
														34
														35

b Adriance No. 8, carload lots of from 32 to 40 mowers. If less than carload is ordered, \$2.25 should be added to price of each machine. g Steel plows.
 c If shipped as part of carload. } Adriance No. 2. h Also bids \$1.00
 d If shipped less than carload. } 33.00 Hoosick Giant.
 e Fly wheel, \$2 each extra. } 35.00
 f Chilled plows.

Abstract of proposals received and contracts awarded at Chicago, Ill., under

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

Number.	CLASS NO. 12. AGRICULTURAL IMPLEMENTS, ETC.—continued.	Quantity awarded.	Points of delivery.			
			George Cado- gan Morgan, Jr.	Frank P. Smith.	International Harvester Co. of Amer- ica.	William But- terworth.
			Chicago, St. Louis, Kansas City, St. Paul, Omaha.	Chicago.	Chicago, St. Louis, St. Paul, Sioux City, Omaha, Kansas City.	
1	Plows, shovel, double.....No..	8	1.75			2.00
	Plow beams:					
2	For 8-inch plow, 5 feet long.....No..	22				
3	For 10-inch plow, 5½ feet long.....No..	72				
4	For 12-inch plow, 6 feet long.....No..	67				
5	For 14-inch plow, 6½ feet long.....No..	54				
6	For 12-inch "breaker" plow, 6½ feet long.No..	27				
7	For 14-inch "breaker" plow, 7 feet long.No..	1				
	Pumps, iron:					
8	Lift, hand, fitted for 1½-inch pipe, with cylinder attached.....No..	14				
9	Lift and force, hand, fitted for 1½-inch pipe, with cylinder attached.....No..	26				
	Rakes:					
10	Hay, sulky, not less than 20 teeth.....No..	38	14.00	a15.00	14.50	11.00
11			j12.00	b15.50		
12				c17.00		
13				d13.50		
14				e14.00		
15				f15.50		
16	Hay, wood, 12 teeth, 2 bows.....doz...	8½				
17						
18						
19	Malleable-iron, handled, 12 teeth.....doz...	75				
20	Scoops, grain, medium quality, No. 4, in bun- dles, extra tied.....No..	103				
21						
22						
23						
24	Scrapers, road, 2-horse.....No..	92				
25						
26						
	Scythes:					
27	Brush, packed in cases.....doz...	4				
28						
29	Grass, assorted, 36 to 40 inch, packed in cases.....doz...	10				
30						
31						
32	Weed, packed in cases.....doz...	16				
33						
34	Scythe snaths.....doz...	23				
35	Scythestones.....doz...	38				
36						
37	Seeders, broadcast, for 2-horse wagon.....no..	11				
	Shovels:					
38	Coal, D handle.....no..	155				
39						
40	Steel, long-handled, No. 2, round point, not less than 55 pounds per dozen, in bundles, extra tied.....No..	888				
41						
42						
43						
44						
45						

a 8 feet, 20 teeth. }
 b 8 feet, 24 teeth. } Self dump.
 c 10 feet, 30 teeth. }
 d 8 feet, 20 teeth. }
 e 8 feet, 24 teeth. } Hand dump.
 f 10 feet, 30 teeth. }
 * 8 feet, 26 teeth; hand dump.
 † Only. ‡ Steel. § Wood. ¶ Per dozen.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

Number.	Points of delivery.								Number.	
	W. G. Oren- dorff.	Charles A. Kimbark.	Fred K. Maus.	Harry B. Ly- ford.	Simons Hardware Co.	Chris G. Barth.	William M. Glass.	Edward A. Pierce.		Western Wheeled Scraper Co.
	Chicago, St. Louis, Omaha, Minneapolis, Kansas City.	Chicago.			St. Louis.	Chicago.	Omaha.	St. Louis or Chicago.		Chicago.
1	1.75									1
2	.75	.44	.45							2
3	.80	.49	.52							3
4	.85	.55	.55							4
5	.90	.68	.65							5
6	1.25	.70	.70							6
7	1.35	.74	.75							7
8										8
9										9
10										10
11										11
12										12
13										13
14										14
15										15
16				.83	1.10					16
17					1.00					17
18					.90					18
19				1.42	1.45		h 1.55			19
20					.45	.43	.42	h .585	.55	20
21					.54					21
22					.60					22
23					.38					23
24					3.60					24
25					3.98					25
26										26
27				4.40		4.70				27
28				4.60						28
29				4.20		5.10				29
30				4.60						30
31				5.50						31
32				4.40		4.70				32
33				4.60						33
34				4.99		5.60				34
35				.25						35
36				.19						36
37										37
38			.36	.325	.41	.34	h .375			38
39			.38	.34	.37		h .425			39
40				.34	h 3.60		h .375			40
41					h 3.85		h .425			41
42					h 4.10		h .46			42
43					h 4.35					43
44					h 4.60					44
45					h 4.85					45

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

Number.	CLASS NO. 12. AGRICULTURAL IMPLEMENTS—continued. and CLASS NO. 13—WAGONS AND WAGON FIXTURES.	Quantity awarded.	Points of delivery.								Number.
			Chicago.				St. Louis.	Chicago.	Omaha.	Chicago.	
			Harry B. Lyford.	Peter R. Earling.	The Manhattan Supply Co.	International Harvester Co. of America.	Simmons Hardware Co.	Chris G. Barth.	William M. Glass.	Fred K. Maus.		Charles A. Kimbark.
1	Shovels, steel, D handle, No. 2, square point, not less than 55 pounds per dozen, in bundles, extra tied.....No..	336	α3.60				.39	.32	*.375	.34	1
2			α3.85				.35	.39	.425		2
3			α4.10				.39		.46		3
4			α4.35								4
5			α4.60								5
6			α4.85								6
7	Sickles, No. 3, grain No. Spades, steel, not less than 60 pounds per dozen, in bundles, extra tied:	47	.125				.14				7
8	Long-handled No. 3, number.....	169	α3.85						.395	.36	8
9			α4.10						.445		9
10			α4.35						.48		10
11			α4.60						.445		11
12	D handle, No. 3..No..	356	α3.85						.395	.36	12
13			α4.10						.445		13
14			α4.35						.48		14
15			α4.60								15
16	Swamp (or bush) hooks, handled.....No..	24	.43				.36				16
17							.42				17
18	Twine, binder.....lbs.. Wheelbarrows, garden: All iron.....No..	21,625			.109	.104	.105				18
19		55	3.63	3.00							19
20				3.40							20
21	Wood.....No..	16	2.10	2.10					2.30		21

WAGONS AND WAGON FIXTURES.

CLASS NO. 13—WAGONS AND WAGON FIXTURES.										
Axletrees, hickory, wagon, narrow track:										
22	2½ by 3½.....No..	8							.30	.31
23	2½ by 3½.....do..	6							.36	.375
24	2½ by 3½.....do..	16							.42	.44
25	3 by 4.....do..	54							.48	.50
26	3½ by 4½.....do..	40							.54	.55
27	3½ by 4½.....do..	47							.60	.69
28	4 by 5.....do..	54							.72	.74
29	4½ by 5½.....do..	6							.78	.80
Axletrees, hickory, wagon, wide track:										
30	2½ by 3½.....No..	1							.30	.31
31	2½ by 3½.....do..	24							.36	.375
32	2½ by 3½.....do..	24							.42	.44
33	3 by 4.....do..	111							.48	.50
34	3½ by 4½.....do..	79							.54	.55
35	3½ by 4½.....do..	79							.60	.69
36	4 by 5.....do..	28							.72	.74
37	4½ by 5½.....do..	16							.78	.80

α Per dozen.

* Only on all.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.		Omaha.	Chicago.	St. Louis.	Chicago.		
			Charles A. Kimbark.	Fred K. Maus.	Harry B. Lyford.	Albert H. Rawitzer.	Bernhard Hinrichs.	Simmons Hardware Co.		Charles Wilhelm.
1	Bolsters, oak, wagon, front, narrow track: 2½ by 3½.....No..	47	.23	.22					1	
2	2½ by 4.....do..	35	.25	.24					2	
3	3 by 4½.....do..	64	.37	.36					3	
4	3½ by 5.....do..	75	.45	.42					4	
5	Bolsters, oak, wagon, front, wide track: 2½ by 3½.....No..	9	.25	.24					5	
6	2½ by 4.....do..	32	.31	.30					6	
7	3 by 4½.....do..	115	.40	.39					7	
8	3½ by 5.....do..	124	.45	.42					8	
9	Bolsters, oak, wagon, rear, narrow track: 2½ by 3.....No..	31	.23	.22					9	
10	2½ by 3½.....do..	26	.25	.24					10	
11	3 by 4.....do..	57	.31	.30					11	
12	3½ by 4½.....do..	65	.37	.36					12	
13	Bolsters, oak, wagon, rear, wide track: 2½ by 3.....No..	6	.25	.24					13	
14	2½ by 3½.....do..	1	.27	.26					14	
15	3 by 4.....do..	58	.31	.30					15	
16	3½ by 4½.....do..	30	.37	.36					16	
17	Bows, farm wagon, round top, ½ by 1½ inches, per set of 5.....sets..	64							17	
18	Clevises: 2 by 4½ inches, wrought-iron, with self-fastening pin.....No..	1,060		b.0375	b.0395			a.04	18	
19	2 by 5½ inches, wrought-iron, with key pin, number.....	916		b.0375	b.0395		.06		19	
20	Clips, center, ½-inch ring, dozen.....	59		.90	.485		.90	a.05	a.05½	20
21	Covers, 29-inch, 10-ounce duck, free from sizing, 13 feet 9 inches long, 10 feet wide, full size, with draw rope each end, and three tie ropes (36 inches long) each side. Seams to be with the width and not lengthwise of the cover, number.....	69			3.50					21
22	Eveners, hickory, wagon: Narrow track, 1½ by 4 inches by 4 feet, full ironed, ends riveted, top and bottom plate at center, ½-inch hole; stay chains and eye-bolts.....No..	315				.42			c.32	22
23						.34				23
24	Wide track, same as above.....No..	189				.42			c.32	24
25						.34				25

a Each.

b Per pound.

c Rock elm.

Abstract of proposals received and contracts awarded at Chicago, Ill., under advertisement of March 4, 1903, 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.	Charles A. Kimbark.	Fred K. Maus.	Harry B. Lyford.	Albert H. Rawitzer.	Bernhard Hinrichs.	Simmons Hardware Co.	Charles Wilhelm.	Number.
			Points of delivery.							
			Chicago.	Omaha.	Chicago.	St. Louis.	Chicago.			
26	Eveners, hickory, wagon—Continued. Plain, narrow track, 1½ by 4 inches by 4 feet, number	113	.165	.17	.....	.....	.18	.....	c.17	26
27	Plain, wide track 1½ by 4 inches by 4 feet.No.	201	.165	.17	.....	.....	.18	.....	c.17	27
	Fellies, hickory, wagon, bent, XXX quality:									
28	1½ by 1½ inches sets..	23	.78	.80	.....	.....	.....	.....	.....	28
29	1½ by 1½ inches set..	1	.87	.86	.....	.....	.....	.....	.....	29
30	1½ by 1½ inches sets..	11	.99	1.00	.....	.....	.....	.....	.....	30
31	1½ by 1½ inches set..	1	1.14	1.20	.....	.....	.....	.....	.....	31
32	1½ by 1½ inches sets..	6	1.32	1.40	.....	.....	.....	.....	.....	32
33	2 by 2 inches do....	10	1.74	2.15	.....	.....	.....	.....	.....	33
	Fellies, white oak, wagon, bent:									
34	1½ by 2 inches sets..	42	1.05	1.40	.....	.....	.....	.....	.....	34
35	2 by 2½ inches do....	3	1.40	1.80	.....	.....	.....	.....	.....	35
36	2½ by 2½ inches do....	18	2.20	2.25	.....	.....	.....	.....	.....	36
	Fellies, white oak, wagon, sawed true to circle and size, faced, cased:									
37	1½ by 2½ inches sets..	223	1.25	1.19	.....	.....	.....	.....	.....	37
38	1½ by 2½ inches do....	73	1.35	1.25	.....	.....	.....	.....	.....	38
39	1½ by 2½ inches do....	53	1.45	1.32	.....	.....	.....	.....	.....	39
40	2½ by 3 inches do....	32	2.35	2.10	.....	.....	.....	.....	.....	40
41	Hooks and ferrules, single-tree, 1½-inch..... No.	1,240	.....	.085	.0295	.....	.03½	.04½	.03½	41

o Rock elm.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.
			Charles A. Kimbark.	Fred K. Maus.	
			Chicago.		
	Hounds, white oak, wagon:				
1	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..	291	.39	.36	1
2	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.....	343	.20	.18	2
3	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..	224	.32	.30	3
	Hubs, white oak, cupped, crated:				
4	7½ by 9.....sets..	17	.75	.80	4
5	8 by 10.....do.....	35	.85	.90	5
6	8½ by 11.....sets..	1	.90	.95	6
7	9 by 12.....sets..	2	1.00	1.05	7
8	10 by 12.....do....	38	1.50	1.65	8
	Reaches, white oak, butt cut, tough, sliding:				
9	For 2½-inch wagon, 9 feet 6 inches long by 3½ by 1½.....No..	203	.44	.41	9
10	For 3-inch wagon, 9 feet 6 inches long by 3½ by 1½.....do..	232	.44	.41	10
11	For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1½.....do..	439	.44	.41	11
12	For 3¾-inch wagon, 9 feet 6 inches long by 3½ by 1½.....do..	419	.44	.41	12
	Skeins, wagon:				
13	2½ by 7½ inches, not less than 34 pounds per set, packed in cases or barrels.....sets..	2	1.05	1.15	13
14	2½ by 8 inches, not less than 44 pounds per set, packed in cases or barrels.....sets..	30	1.22	1.35	14
15	3 by 9 inches, not less than 54 pounds per set, packed in cases or barrels.....sets..	79	1.39	1.54	15
16	3½ by 10 inches, not less than 68 pounds per set, packed in cases or barrels.....sets..	54	1.75	1.92	16
17	3½ by 11 inches, not less than 82 pounds per set, packed in cases or barrels.....sets..	24	1.93	2.13	17
18	Sleds, bob.....No.....	11			18
19	Spokes, hickory, buggy, 1½-inch, "A select," bundled.....sets..	21	1.75	1.75	19
	Spokes, wagon, "B select," bundled:				
20	1½-inch.....sets..	3	1.25	1.20	20
21	1½-inch.....do.....	20	1.35	1.20	21
22	2-inch.....do.....	121	1.45	1.55	22
23	2-inch.....do.....	201	1.55	1.65	23
24	2½-inch.....do.....	63	1.65	1.75	24
25	2½-inch.....do.....	4	1.85	1.85	25
26	2½-inch.....do.....	2	2.20	2.15	26
27	3-inch.....set....	1	2.50	2.45	27
	Spokes, wagon, "A extra select," bundled:				
28	3½-inch.....set....	1	3.00	4.80	28
29	3½-inch.....sets..	4	4.50	5.20	29

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rate at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

Number.	CLASS No. 13. WAGON AND WAGON FIXTURES—continued.	Quantity awarded.	Points of delivery.							Number.
			Chicago.				As stated.	Chicago.	As stated.	
			Harry B. Lyford.	Frank H. Tuthill.	Charles A. Kimbark.	Fred K. Meus.	Bernhard Hinrichs.	Edward L. Kuhns.	Charles Wilhelm.		Stoughton Wagon Co.
1	Springs, for wagon seats, 2-leaf, 26 by 1½ inches, per pair.....No..	380	.49	.49		a .58				1
2	Springs, wagon, elliptic, per pound.....No..	16		b .05						2
3	Tongues, white oak, butt cut, tough: 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.....No..	173			.78	.75				3
4	For 3-inch wagon, same as for 2½-inch.....No..	134			.78	.75				4
5	For 3¼-inch wagon, same as for 2½-inch.....No..	145			.78	.75				5
6	For 3½-inch wagon, same as for 2½-inch.....No..	223			.78	.75				6
7	Whiffletrees, hickory, wagon, oval, 2½-inch center, 36 inches long: Full ironed, with wrought strap irons and hooks at ends and clamp iron with rings at center, cased.....No..	1,520				.26		.28		7
8	Plain, cased.....do..	745			.075	.075		.09		8
9	Yokes, neck, hickory, wagon, 2½-inch center, 38 inches long: Full iron, cased.....No..	622				.30		.31		9
10	Plain, turned to shape and size, cased.....No..	180			.10	.10		.115		10
<i>Additional articles.</i>										
11	Spokes, wagon, 2½-inch (all hind spokes).....No..	1,300			.035	.075				11
12	Wagons, running gear only, 2½ by 8, wide track....No..	50						i 25.06	c 29.25	12
13								j 26.80	d 29.75	13
14									e 29.85	14
15									f 30.50	15
16									g 30.50	16
17									h 30.50	17

a Per pair.
 b Per pound.
 c Chicago.
 d St. Louis
 e St. Paul.
 f Sioux City.
 g Omaha.
 h Kansas City.
 i Chicago.
 j Omaha or Kansas City.

F. o. b., in carload lots.

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.	Quantity awarded.
	[Prices of wagons must 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.]	
1	Wagons:*	
2	2½ by 8 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1½ by 7/8. No.	† 13
3	3 by 9 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1½ by 7/8. Sample in the white required. No.	11
4	3½ by 10 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; square or coach, front hounds; tires 1½ by 7/8. No.	9
5	3½ by 11 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; square or coach, front hounds; tires 1½ by 7/8. No.	† 4
6	2½ by 8 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1½ by 7/8. No.	† 75
7	3 by 9 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1½ by 7/8. No.	† 38
8	3½ by 10 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; square or coach, front hounds; tires 1½ by 7/8. No.	† 15
9	3½ by 11 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; square or coach, front hounds; tires 1½ by 7/8. No.	† 29
10	Bows	
11	Covers (according to specification on page 127)	
12	Spring seats	
13	Top boxes	
14	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 7/8; 3 by 9, 1½ by 7/8, 3½ by 10, 1½ by 7/8; 3½ by 11, 1½ by 7/8. 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: 2½ by 8 inches, 2½ by 9 inches, 2½ by 10 inches, 2½ by 11 inches.	

Sizes of bodies to be as follows:

Wagon.	Length.	Lower box.	Upper box.
Inches.	Feet. Inches.	Inches.	Inches.
2½	10 6	12	8
3	10 6	14	8
3½	10 6	14	10
3½	10 6	16	10

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.

Sample of 3-inch wagon in the white must accompany bids.

†174 wagons awarded to Edward L. Kuhns, 20 awarded to Haskell Institute.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

Stoughton Wagon Co. (f. o. b. in carload lots).						Edward L. Kuhns (f. o. b.).			Haskell Institute.	Number.
Points of delivery.										
Chicago.	St. Louis.	St. Paul.	Sioux City.	Oma-ha.	Kansas City.	Chicago.	Omaha or Kansas City.	San Fran-cisco. †	Kansas City.	Number.
37.95	38.65	38.85	39.85	39.85	39.85	33.48	35.73	45.74	.....		1
38.75	39.45	39.65	40.65	40.65	40.65	38.38	40.88	51.85	<i>e</i> 39.00	2
40.45	41.25	41.45	42.60	42.60	42.60	40.33	43.33	56.94	<i>f</i> 41.00	3
42.30	43.10	43.30	44.45	44.45	44.45	47.74	51.04	64.92	.....	4
37.95	38.65	38.85	39.85	39.85	39.85	33.48	35.73	45.74	.....	5
38.75	39.45	39.65	40.65	40.65	40.65	38.38	40.88	51.85	.....	6
40.45	41.25	41.45	42.60	42.60	42.60	40.33	43.33	56.94	.....	7
42.30	43.10	43.30	44.45	44.45	44.45	47.74	51.04	64.92	.....	8
<i>g</i> .60	<i>g</i> .60	<i>g</i> .60	<i>g</i> .60	<i>g</i> .60	<i>g</i> .60	<i>g</i> .40	<i>g</i> .45	<i>g</i> .50	.....	9
						<i>a</i> 3.78	<i>a</i> 3.98		.....	10
						<i>b</i> 4.20	<i>b</i> 4.40		.....	11
1.80	1.80	1.80	1.90	1.90	1.90	1.60	1.70	1.90	<i>h</i> 1.75	12
1.40	1.40	1.40	1.40	1.40	1.40	<i>c</i> 2.31	<i>c</i> 2.43	<i>c</i> 2.88	<i>h</i> 2.25	13
						<i>d</i> 2.46	<i>d</i> 2.75	<i>d</i> 3.37	.....	14
(Add \$1.20 per wagon to above prices for wagons equipped with California gear brakes.)										

† With hooded steel skein, California brakes, and clipped gear.

a Single filling.

b Double filling.

c 8-inch.

d 10-inch.

e 25 wagons offered, 11 awarded.

f 25 wagons offered, 9 awarded.

g Per set.

h 50 offered.

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.		
			Tyler & Hippach.	Condie Neal Glass Co.	Nathan Hatkoff.
			Chi-ago.	St. Louis (f. o. b.).	New York.
1	Coal tar.....galls..	147			
2					
3					
4	Gasoline (not less than 87 degrees gravity), in 5-gallon tin cans, cased or in barrels. Prices requested for both styles of package.....galls..	21,750			
5	Glass window (single thickness):				
6	8 by 10.....boxes..	19	c 29.00	2.61	3.96
7	9 by 12.....do....	12	29.00	2.61	3.96
8	9 by 14.....do....	6	29.00	2.61	3.96
9	9 by 15.....do....	8	29.00	2.61	3.96
10	9 by 16.....do....	10	29.00	2.61	3.96
11	9 by 18.....do....	3	32.00	2.88	4.275
12	10 by 12.....do....	77	29.00	2.61	3.96
13	10 by 14.....do....	55	29.00	2.61	3.96
14	10 by 16.....do....	15	32.00	2.88	4.275
15	10 by 18.....do....	17	32.00	2.88	4.275
16	10 by 20.....do....	11	32.00	2.88	4.275
17	10 by 22.....do....	4	32.00	2.88	4.275
18	10 by 24.....do....	5	32.00	2.88	4.275
19	10 by 28.....do....	8	33.00	2.97	4.455
20	12 by 14.....do....	28	32.00	2.88	4.275
21	12 by 16.....do....	49	32.00	2.88	4.275
22	12 by 18.....do....	49	32.00	2.88	4.275
23	12 by 20.....do....	20	32.00	2.88	4.275
24	12 by 22.....do....	6	32.00	2.88	4.275
25	12 by 24.....do....	19	33.00	2.97	4.455
26	12 by 26.....do....	15	33.00	2.97	4.455
27	12 by 28.....do....	23	33.00	2.97	4.455
28	12 by 30.....do....	23	43.00	3.87	5.175
29	12 by 32.....do....	15	43.00	3.87	5.175
30	12 by 34.....do....	9	43.00	3.87	5.175
31	12 by 36.....do....	28	43.00	3.87	5.175
32	12 by 38.....do....	5	43.00	3.87	5.175
33	14 by 14.....do....	5	32.00	2.88	4.275
34	14 by 16.....do....	22	32.00	2.88	4.275
35	14 by 18.....do....	16	32.00	2.88	4.275
36	14 by 20.....do....	9	32.00	2.88	4.275
37	14 by 22.....do....	2	33.00	2.97	4.455
38	14 by 26.....do....	9	33.00	2.97	4.455
39	14 by 28.....do....	6	43.00	3.87	5.175
40	14 by 30.....do....	14	43.00	3.87	5.175
41	14 by 32.....do....	19	43.00	3.87	5.175
42	14 by 34.....do....	10	43.00	3.87	5.175
43	14 by 36.....do....	33	43.00	3.87	5.175
44	14 by 38.....do....	12	46.50	4.14	5.585

a In wooden barrels.
b 2/3-gallon cans, cased.
c Less 90, 25, and 2 1/2 per cent.

Advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	H. M. Hooker Co.	William Sprague.	James H. Rice Co.	Points of delivery.						Meyer Bros. Drug Co.	R. W. Koenig.	Harry S. Weller.	Standard Oil Co.		
				Chicago.		Omaha.		St. Louis.	Omaha (f. o. b.).					Omaha.	Chicago.
1								.20	.15	.09			1		
2								.18		.15			2		
3								.10		.20			3		
4												a .17	4		
5												b .20	5		
6	2.60	2.42	44.08	2.45	2.34	3.44	3.25						6		
7	2.60	2.42	27.84	2.45	2.34	3.44	3.25						7		
8	2.60	2.42	13.92	2.45	2.34	3.44	3.25						8		
9	2.60	2.42	18.56	2.45	2.34	3.44	3.25						9		
10	2.60	2.42	23.20	2.45	2.34	3.44	3.25						10		
11	2.75	2.67	8.64	2.58	2.45	3.81	3.57						11		
12	2.60	2.42	178.64	2.45	2.34	3.44	3.25						12		
13	2.60	2.42	127.60	2.45	2.34	3.44	3.25						13		
14	2.75	2.67	38.40	2.58	2.45	3.81	3.57						14		
15	2.75	2.67	43.52	2.58	2.45	3.81	3.57						15		
16	2.75	2.67	28.16	2.58	2.45	3.81	3.57						16		
17	2.75	2.67	10.24	2.58	2.45	3.81	3.57						17		
18	2.75	2.67	12.80	2.58	2.45	3.81	3.57						18		
19	2.90	2.75	21.12	2.76	2.58	4.17	3.81						19		
20	2.75	2.67	71.68	2.58	2.45	3.81	3.57						20		
21	2.75	2.67	125.44	2.58	2.45	3.81	3.57						21		
22	2.75	2.67	125.44	2.58	2.45	3.81	3.57						22		
23	2.75	2.67	51.20	2.58	2.45	3.81	3.57						23		
24	2.75	2.67	15.36	2.58	2.45	3.81	3.57						24		
25	2.90	2.75	50.16	2.76	2.58	4.17	3.81						25		
26	2.90	2.75	39.60	2.76	2.58	4.17	3.81						26		
27	2.90	2.75	60.72	2.76	2.58	4.17	3.81						27		
28	3.10	3.22	79.12	2.91	2.70	4.54	4.24						28		
29	3.10	3.22	51.60	2.91	2.70	4.54	4.24						29		
30	3.10	3.22	30.96	2.91	2.70	4.54	4.24						30		
31	3.10	3.22	96.32	2.91	2.70	4.54	4.24						31		
32	3.10	3.22	17.20	2.91	2.70	4.54	4.24						32		
33	2.75	2.67	12.80	2.58	2.45	3.81	3.57						33		
34	2.75	2.67	56.32	2.58	2.45	3.81	3.57						34		
35	2.75	2.67	40.96	2.58	2.45	3.81	3.57						35		
36	2.75	2.67	23.04	2.58	2.45	3.81	3.57						36		
37	2.75	2.75	5.28	2.76	2.58	4.17	3.81						37		
38	2.75	2.75	23.76	2.76	2.58	4.17	3.81						38		
39	3.10	3.22	20.64	2.91	2.70	4.54	4.24						39		
40	3.10	3.22	48.16	2.91	2.70	4.54	4.24						40		
41	3.10	3.22	65.36	2.91	2.70	4.54	4.24						41		
42	3.10	3.22	34.40	2.91	2.70	4.54	4.24						42		
43	3.10	3.22	113.42	2.91	2.70	4.54	4.24						43		
44	3.25	3.45	44.16	3.01	2.76	4.67	4.30						44		

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.			
			Chicago.	St. Louis (f. o. b.).		New York.
				Tyler & Hippach.	Condle Neal Glass Co.		Nathan Hartkof.
Glass, window (single thickness):						
1	14 by 42.....box..	1	49.50	4.455	5.67	3.95
2	14 by 48.....boxes..	2	57.00	5.13	6.39	4.55
3	15 by 18.....do...	1	32.00	2.88	4.275	2.67
4	15 by 20.....do...	3	33.00	2.97	4.455	2.76
5	15 by 24.....do...	2	33.00	2.97	4.455	2.76
6	15 by 26.....do...	2	43.00	3.87	5.175	3.43
7	15 by 28.....do...	11	43.00	3.87	5.175	3.43
8	15 by 32.....do...	25	43.00	3.87	5.175	3.43
9	15 by 34.....do...	14	43.00	3.87	5.175	3.50
10	15 by 36.....do...	39	46.00	4.14	5.535	3.67
11	15 by 40.....do...	12	49.50	4.455	5.67	3.95
12	16 by 18.....do...	8	32.00	2.88	4.275	2.67
13	16 by 20.....do...	6	33.00	2.97	4.455	2.76
14	16 by 22.....do...	8	33.00	2.97	4.455	2.76
15	16 by 24.....do...	5	33.00	2.97	4.455	2.76
16	16 by 26.....box..	1	43.00	3.87	5.175	3.43
Glass, window (double thickness):						
17	16 by 36.....boxes..	11	61.50	4.14	5.535	5.00
18	16 by 44.....do...	5	63.00	4.455	5.67	5.10
19	18 by 18.....do...	5	49.50	2.97	4.455	4.20
20	18 by 20.....do...	3	49.50	2.97	4.455	4.20
21	18 by 24.....box..	1	57.50	3.87	5.175	4.80
22	18 by 30.....boxes..	3	57.50	3.87	5.175	4.80
23	18 by 36.....do...	8	61.50	4.14	5.535	5.00
24	18 by 42.....do...	2	63.00	4.455	5.67	5.10
25	20 by 24.....do...	4	57.50	3.87	5.175	4.80
26	20 by 26.....do...	2	57.50	3.87	5.175	4.80
27	20 by 48.....do...	6	71.00	5.13	6.39	5.85
28	22 by 26.....box..	1	57.50	3.87	5.175	4.80
29	24 by 28.....boxes..	8	61.50	4.14	5.535	5.00
30	24 by 32.....do...	14	63.00	4.455	5.67	5.10
31	24 by 34.....do...	5	63.00	4.455	5.67	5.10
32	24 by 36.....do...	9	63.00	4.455	5.67	5.10
33	26 by 34.....do...	4	71.00	5.13	6.39	5.85
34	26 by 38.....do...	4	71.00	5.13	6.39	5.85
35	28 by 30.....do...	6	63.00	4.455	5.67	5.10
36	28 by 34.....do...	7	71.00	5.13	6.39	5.85
37	30 by 40.....do...	8	71.00	5.13	6.39	5.85

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.

GLASS, OILS, AND PAINTS—Continued.

Number.	Points of delivery.						Number.
	Chicago.			Omaha.			
	H. M. Hooker Co.	William Sprague.	James H. Rice Co.	Midland Glass and Paint Co.			
1	3.40	3.71	3.96	3.19	2.85	4.79	4.36
2	4.00	4.27	9.12	3.53	3.10	5.16	4.67
3	2.75	2.67	17.92	2.58	2.45	3.81	3.57
4	2.90	2.75	7.92	2.76	2.58	4.17	3.81
5	2.90	2.75	5.28	2.76	2.58	4.17	3.81
6	3.10	3.22	6.88	2.91	2.70	4.54	4.24
7	3.10	3.22	37.84	2.91	2.70	4.54	4.24
8	3.20	3.22	86.00	2.91	2.70	4.54	4.24
9	3.20	3.22	48.16	2.91	2.70	4.54	4.24
10	3.35	3.45	143.52	3.01	2.76	4.67	4.30
11	3.70	3.71	47.52	3.19	2.85	4.79	4.36
12	2.75	2.67	20.48	2.58	2.45	3.81	3.57
13	2.75	2.75	15.84	2.76	2.58	4.17	3.81
14	2.75	2.75	21.12	2.76	2.58	4.17	3.81
15	2.75	2.75	13.20	2.76	2.58	4.17	3.81
16	3.10	3.22	3.44	2.91	2.70	4.54	4.24
17	5.00	4.61	54.12	3.01	2.76	4.67	4.30
18	5.20	4.72	25.20	3.19	2.85	4.76	4.36
19	4.25	4.14	19.80	2.76	2.58	4.17	3.81
20	4.85	4.14	11.88	2.76	2.58	4.17	3.81
21	4.75	4.31	4.60	2.91	2.70	4.54	4.24
22	4.75	4.31	13.80	2.91	2.70	4.54	4.24
23	4.95	4.61	39.36	3.01	2.76	4.67	4.30
24	5.10	4.72	10.08	3.19	2.85	4.79	4.36
25	4.75	4.31	18.40	2.91	2.70	4.54	4.24
26	4.75	4.31	9.20	2.91	2.70	4.54	4.24
27	5.50	5.10	34.08	3.53	3.10	5.16	4.67
28	4.75	4.31	4.60	2.91	2.70	4.54	4.24
29	4.95	4.31	39.36	3.01	2.76	4.67	4.30
30	5.10	4.72	70.56	3.19	2.85	4.79	4.36
31	5.10	4.72	25.20	3.19	2.85	4.79	4.36
32	5.10	4.72	45.36	3.19	2.85	4.79	4.36
33	5.10	5.10	22.72	3.19	2.85	4.79	4.36
34	5.50	5.10	22.72	3.53	3.10	5.16	4.67
35	5.10	4.72	30.24	3.19	2.85	4.79	4.36
36	5.50	5.10	34.08	3.53	3.10	5.16	4.67
37	5.50	5.10	45.44	3.53	3.10	5.16	4.67

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.	
			Harry B. Lyford.	Harry S. Weller.
			Chicago.	Omaha.
27	Oakum lbs..	370		.07
28	Oil, cylinder, in cans, cased galls..	1,813	<i>b</i> .19	
29	Oil, engine, in cans, cased galls..	1,630	<i>b</i> .179	
30	Oil, kerosene, water white, flashing point above 115° F. by the standard instruments of the State boards of health of Michigan and New York, in 5-gallon tin cans, cased galls..	35,885		
31	Oil, lard, good quality, in square cans, cased galls..	1,155	<i>b</i> .51	.90
32				
33	Oil, linseed, boiled, pure, in square cans, cased or in flat top jacketed cans galls..	5,520		.49
34	Oil, linseed, raw, pure, in square cans, cased or in flat-top jacketed cans galls..	1,330		.48
35	Oil, lubricating, mineral, crude, in square cans, cased or in flat-top jacketed cans galls..	1,550	<i>b</i> .139	
36	Oil, sewing machine bottles..	1,440	.02	.03
37			.025	
38			.035	

a Per dozen.
b Flat-top jacket cans.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	Dearborn Drug & Chemical Co.	Manhattan Oil Co.	Thomas D. McClure.	Standard Oil Co.	Meyer Bros. Drug Co.	Gorham B. Coffin.	Midland Glass & Paint Co.	Number.
	Points of delivery.							
	Chicago.	New York.	Chicago.		St. Louis.	Chicago.	Omaha.	
27								27
28	.40	.35	.1715	<i>d</i> .19				28
29	.27	.25	.1550	<i>d</i> .165				29
30				<i>d</i> .13				30
31		.85	<i>b</i> .4885					31
32			<i>c</i> .5045					32
33		.62			.52	.56	.51	33
34		.60			.51	.55	.50	34
35		.25	.1365	<i>d</i> .135				35
36					.035			36
37								37
38								38

c In cans, cased.
d In 2-gallon cans, cased.

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.								
			Chicago.	St. Louis.	New York or Chicago.	Stated below.					
							Harry B. Lyford.	Robert T. Brydon.	Amariah G. Cox.	Meyer Bros. Drug Co.	John W. Masury & Son.	Frazer Paint Co.
1	Paints, etc.:										
2	Chrome green, dry..... lbs..	362	.04½	.04	.09						
3	Chrome green, in oil, in 1, 2, and 5 pound tins..... lbs..	943	.08	.07½	.105	.14					
4	Chrome yellow, dry..... lbs..	140	.055	.05	.09						
5	Chrome yellow, in oil, in 1, 2, and 5 pound tins..... lbs..	704	.10	.11	.135	.16					
6	English vermilion, in oil..... lbs..	205	1.05	.57		.12					
7	Ivory, drop black, in oil..... lbs..	685	.075	.075	.105	.12					
8	Indian red, in japan, in 1, 2, and 5 pound tins..... lbs..	382	.13	.13	.16	.20					
9	Ocher, French, yellow, dry..... lbs..	1,085	.01½	.015	.02						
10	Ocher, French, yellow, in oil, for tinting, in 1, 2, and 5 pound tins, pounds.....	992	.055	.05½	.065	.07					
11	Prussian blue, in oil, for tinting, in 1, 2, and 5 pound tins..... lbs..	465	.175	.18	.24	.35					
12	Roof, red oxide, mineral, in 5-gallon cans, cased..... galls..	5,360	.375	.37	.37	.39	.90	a .90	c .94		
13	Sienna, burnt, in oil, for tinting, in 1, 2, and 5 pound tins..... lbs..	300	.075	.07½	.09½	.11	b .91	d .88			
14	Sienna, raw, in oil, for tinting, in 1, 2, and 5 pound tins..... lbs..	125	.075	.08½	.09½	.11					
15	Venetian red, for tinting, in 1, 2, and 5 pound tins..... lbs..	915	.055	.05½	.06	.065	.07				
16	Paper, building..... lbs..	22,250	e 1.05								
17	Paper, tarred, packed in crates, strapped..... lbs..	15,300	e 1.24								
18	Pitch..... lbs..	585									
19	Putty, in 5 and 10 pound tins, cased, pounds.....	4,685	.025	.03	.03½						
20	Resin, common..... lbs..	352	.01½								
21	Stain, oak..... galls..	113	.85	.85	.80						
22	Turpentine, in 1 and 5 gallon cans, cased..... galls..	2,035			.68						
23					.65						

a F. o. b. New York.
 b F. o. b. St. Paul.
 c F. o. b. Sioux City, Omaha, and Kansas City.
 d F. o. b. Chicago.
 e Per 100 pounds.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	Points of delivery.										Number.	
	Chicago.	Oma-ha.	Chicago.			Oma-ha.	St. Louis.	New York and Chicago.	F. o. b. Oma-ha.	Chicago.		
			Thomas Neal.	H. M. Hooker Co.	Harry S. Weller.							Alexander H. Levy.	Tom R. Wyles.	Nathaniel H. Cutting.	Gorham B. Coffin.	Midland Glass and Paint Co.	Simmons Hardware Co.	Case & Marshall, Inc.	R. W. Koenig.	Tyler & Hippach.	Standard Oil Co.
1	.04½	.04½	.05½		.08	.04½	.06	.065				1
2		.05½					.04					2
3	.09	.075	.135		.11	.09	.11	.14½				3
4						.065	.075					4
5	.05	.04½	.055		.085	.05	.05	.065				5
6							.05					6
7	.105	.10½	.165		.12	.12½	.14	.14½				7
8						.09½	.085	.185				8
9	.57	.58	.81		.58	.57	.65					9
10	.095	.08½	.135		.12	.10½	.12	.14½				10
11						.07	.075					11
12	.13	.13	.21		.16	.13½	.17	.205				12
13		.015	.015		.01½	.015	.01½	.03½				13
14		.01½										14
15	.05½	.05½	.075		.065	.09	.05	.08½				15
16						.05½						16
17	.184	.18½	.345		.27	.17	.175	.38½				17
18						.155						18
19	.37	.42	.42	.35	.375	.39	.40	.37	.51½			19
20												20
21	.08½	.09	.10½		.09	.10	.11	.13				21
22						.075	.075					22
23	.08½	.085	.10½		.09	.10	.075	.13				23
24						.075						24
25	.05½	.05½	.07½		.06	.075	.05	.08½				25
26						.05½						26
27								f .08	2.00			27
28								f .05				28
29								g .075				29
30								g .045				30
31										1.75		31
32										1.25		32
33		.025	.03½		.02½	.02½	.025				.015	33
34			.015					1.25		1.50		34
35	.80	.78			.55	.61	.89	1.25				35
36												36
37			.67				.65					37
38			.63									38

f F. o. b. Chicago.
 g F. o. b. New York.
 h 1 gallon.
 i 5 gallons.
 j Cans, cased

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.				
			John N. Welter.	Harry B. Lyford.	Robert T. Brydon.	Benjamin C. Chambers.	Amariah G. Cox.
			Chicago.				
1	Umber, burnt, in oil, ground, in 1 and 2 lb. tins, cased.....lbs..	615		.075	.07½		
2	Varnish, coach, good quality, for interior use.....galls..	206	.65	.90	e .68	c .69	.63
3			.75	.62	d .64	d .64	
4			.85				
5							
6							
7							
8							
9							
10							
11							
12							
13	Varnish, wagon, heavy durable body: In 1-gallon cans, cased.....galls..	107	.82	1.20	.94		.91
14			.92	.90			
15			1.05				
16							
17							
18							
19							
20							
21							
22							
23	In 5-gallon cans, cased.....do....	20	.78	1.16	.90		.87
24			.88	.86			
25			1.01				
26	Whiting, extra, gilder's bolted.....lbs..	2,610		.011			
27							

a In 1-gallon cans. } Quotations are for shipment in 50-gallon lots or more, either all one grade or
 b In 5-gallon cans. } assorted.
 c 1 gallon.
 d 5 gallons.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

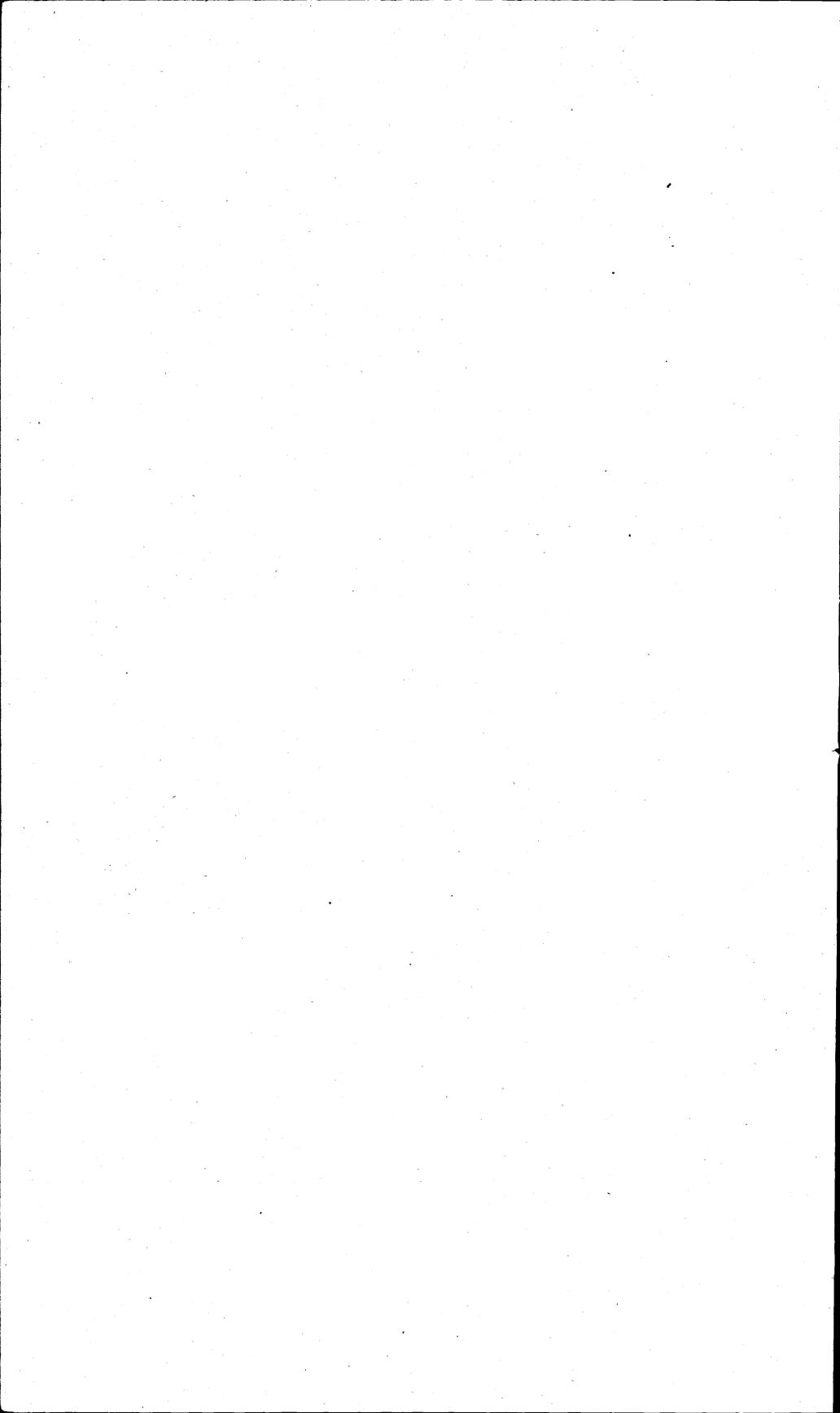
GLASS, OILS, AND PAINTS—Continued.

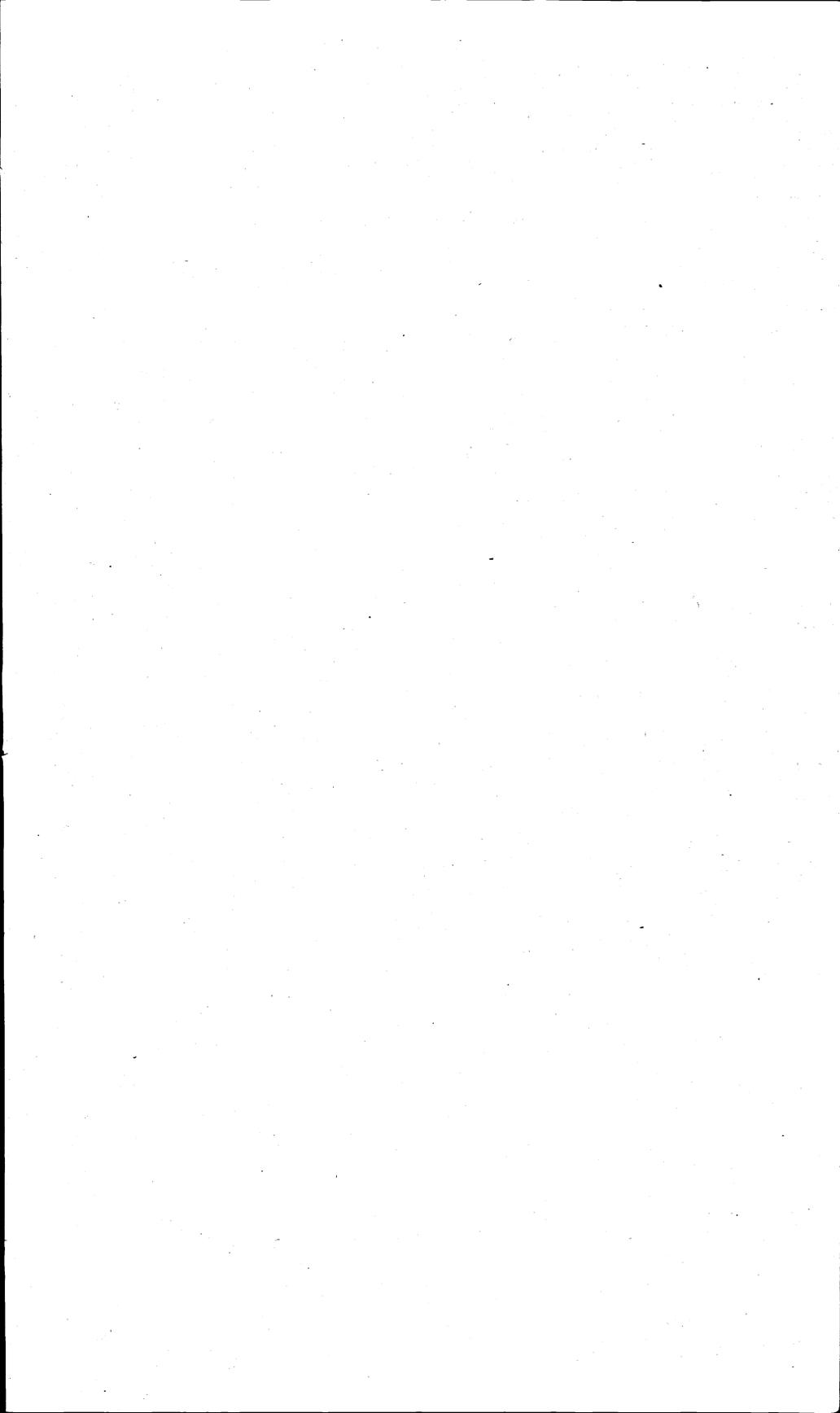
Number.	Points of delivery.							Number.
	John W. Masury & Son.	Meyer Bros. Drug Co.	A. Robins Varnish Co.	J. B. Cornish.	Thomas Neal.	H. M. Hooker Co.	Harry S. Weller.	
	Points of delivery.							
	New York or Chicago.	St. Louis.	Chicago.		Omaha.	Chicago.	Omaha.	St. Louis.
	.10	.085		.078	.105	.085	.09½	.10
	.09			.074	.085	.06½	.07	.11½
	1.10		.85	a 1.875	.63	.64	.60	1.00
				a 1.50	.77	.65	.70	
				a 1.125				
				a 1.125				
				a 1.315				
				b 1.80				
				b 1.425				
				b 1.05				
				b 1.05				
				b 1.24				
	1.35		1.10	a 3.00	.875	.87	1.20	.98
				a 2.625		.94	.94	
				a 2.43½				
				a 1.875				
				a 1.50				
				a 1.31½				
				b 2.55				
				b 1.80				
				b 1.425				
				b 1.23½				
	1.50		1.05		.825	.83	1.16	.94
						.90		.90
		.01					e .008	.0077
							f 1.10	.006

e Barrels.

f Boxes.

g Per cwt.





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.	Quantity awarded.
1	Boilers, wash, IX tin, flat copper bottom, size 21 by 11 by 13 inches, iron drop handles, riveted, No. 8.....No.	667
2		
3		
4	Buckets, water, galvanized iron, corrugated bottom, 4-gallon, full size.....do.	1,686
5		
6	Candlesticks, planished tin, 6-inch.....doz.	8
7	Cans: Kerosene, 1-gallon, common top.....do.	30
8		
9	Milk, all steel, 32-quart.....No.	21
10	Coffee boilers, plain tin, riveted spout and handle: 2-quart, full size.....do.	202
11	4-quart, full size.....do.	96
12	6-quart, full size.....do.	283
13	Coffee mills: Iron hopper box.....do.	129
14		
15	Side, No. 1.....do.	1
16		
17		
18	With wheel, capacity of hopper, 6 pounds.....do.	5
19	Cups: Pint, full size, stamped tin, retinned, riveted handle.....doz.	88
20		
21		
22		
23		
24	Quart, full size, stamped tin, retinned, riveted handle.....do.	24
25		

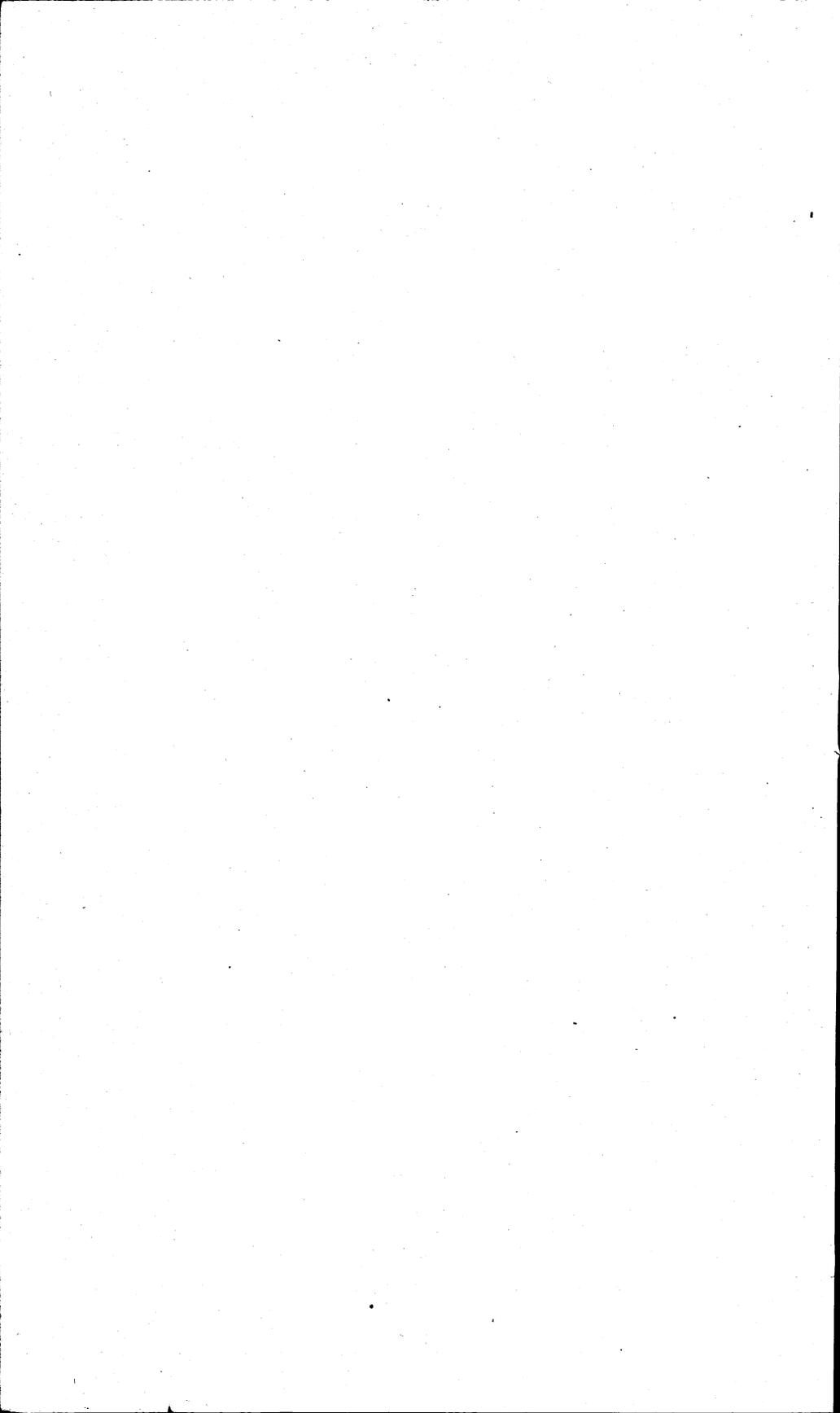
advertisements of March 4, 1903, for furnishing supplies, etc.—Continued.

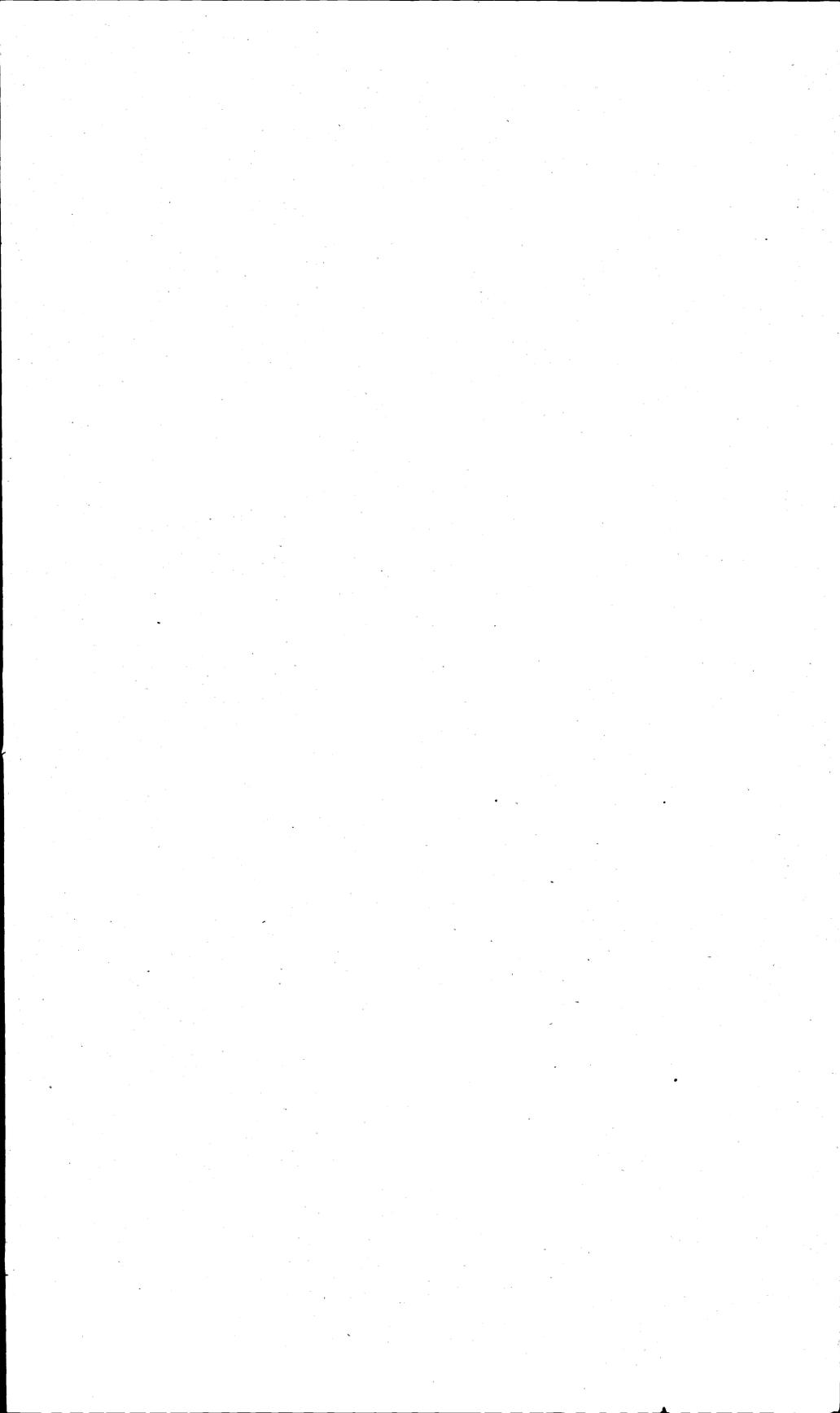
at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.

Number.	Harry B. Lyford.	Peter R. Earling.	Iron Clad Mfg. Co.	Arthur J. Cooley.	Edward A. Pierce.	Charles Linderman.	Simmons Hardware Co.	Carlisle School.	Manhattan Supply Co.	Number.
Points of delivery.										
	Chicago.	Not stated.	Chicago, St. Louis, Kansas City, Sioux City, St. Paul, Omaha.	St. Louis or Chicago.	Chicago.	St. Louis.	Not stated.	Chicago.		
1	.65	.69			.98	.70				1
2	.82	.59								2
3	.90									3
4	.32	.35	3.00	.29	.21					4
5		.29								5
6	.30	.30								6
7	1.30	1.27			.10	1.19	1.35			7
8		1.22				1.33				8
9	1.75					1.50				9
10	.17	.155				.16	.075			10
11	.23	.205				.19	.12	.155		11
12	.30	a.275				.26	.15	a.275		12
13	.25	.30			.24		.17			13
14	.32	.20			.15		.21			14
15					.22		.25			15
16	.45						.16			16
17							.15			17
18							.20			18
19		16.75								19
20	.42	.44								20
21	.43	.33								21
22		b.30						b.30		22
23		.25								23
24	1.05	1.31						1.05	2.70	24
25		.97								25

a 127 to Peter R. Earling; 156 to Carlisle School.
b 48 dozen to Peter R. Earling, 40 dozen to Carlisle School.





Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

Number.	CLASS No. 15. TIN AND STAMPED WARE—continued.	Quantity awarded.	Points of delivery.				Number.
			Chicago.			St. Louis.	
			Harry B. Lyford.	Peter R. Earling.	The Manhattan Supply Co.		
1	Soldering irons:						
2	1½ pounds each, per pair..... pair..	1	.60			.39	1
	2 pounds each, per pair..... pairs..	11	.80			.50	2
3	Spoons:						
4	Basting, tinned iron, heavy..... doz..	28	.55	.60		.32	3
5	Table, tinned iron, heavy..... do..	218	.67	.50		.44	4
6	Tea, tinned iron, heavy..... do..	728	.085	.17	.085	.19	5
7	Strainers:						
8	Milk, IX tin, 12-inch..... No..	167	.11	.10			7
9	Vegetable, steel, large size..... do..	39	.65	.59		.025	8
10	Teapots, planished tin, 4-pint, round, copper bot- tom..... No..	121	.21	.10		.23	9
11			.10	.07½			10
12				.22			11
13	Tin, sheet, charcoal, bright:						
14	10 by 14 inches, IC, boxes.....	2	6.40				12
15	14 by 14 inches, IC, box.....	1					13
16	14 by 20 inches, IC, boxes.....	15	6.40			4.50	14
17	10 by 14 inches, IX, boxes.....	5	7.50				15
18	12 by 24 inches, IX, boxes.....	9					16
19	14 by 20 inches, IX, boxes.....	29	7.50				17
20	14 by 60 inches, boiler, IX..... boxes..	2	35.00				18
21	Wash basins, stamped tin, flat bottom, retinned, 11 inches..... stamped tin, flat bottom, retinned, 11 inches..... doz..	106	.80	.92	1.25		19
22			1.40	.75			20
			1.00	.71			21
				.46			22

a Per box of 100 sheets.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

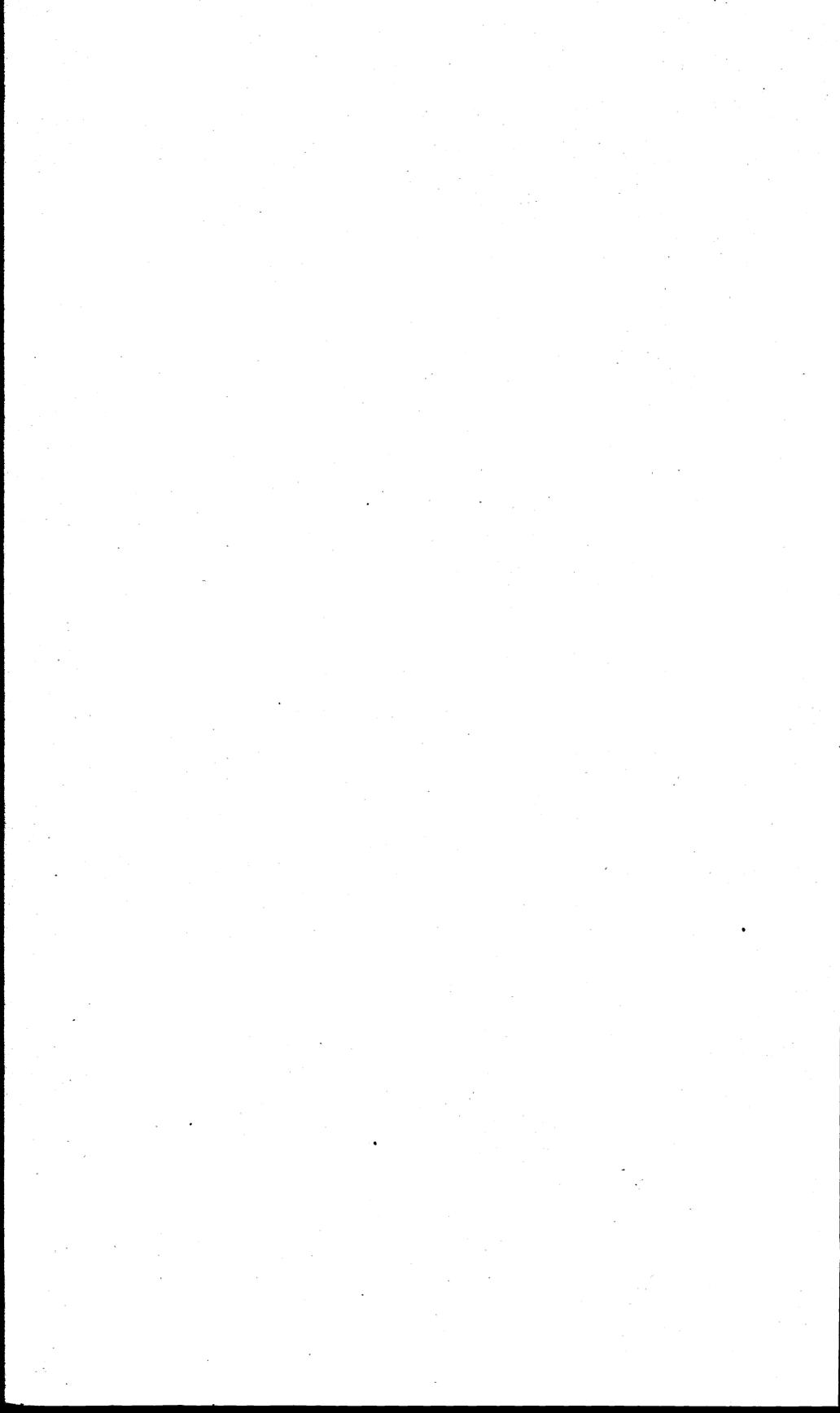
TIN AND STAMPED WARE, ETC.—Continued.

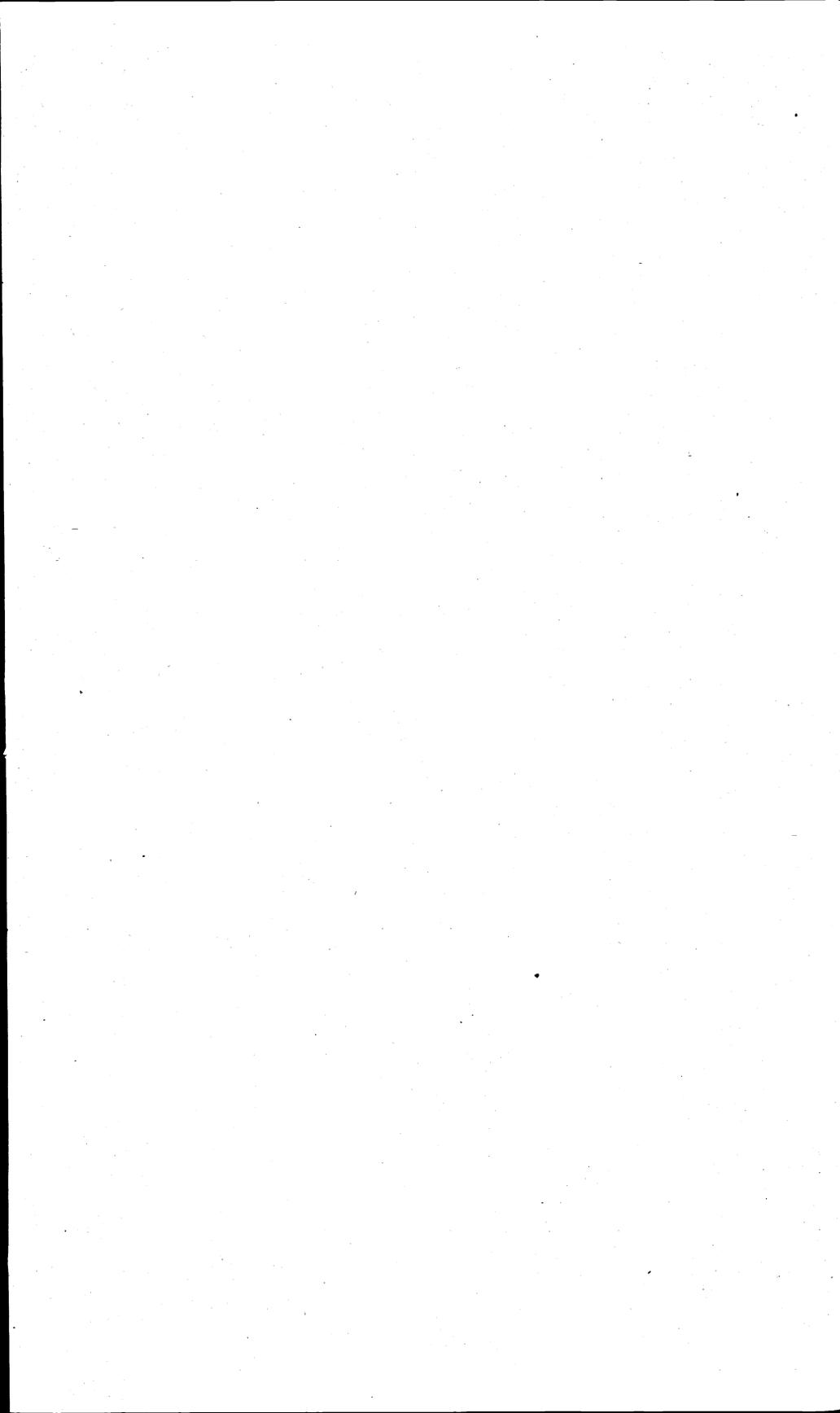
Number.	CLASS No. 15. TIN AND STAMPED WARE— continued.	Quantity awarded.	Points of delivery.								Number.
			Chicago.		Not stated.	Chic., St. L., Kans. C., Sioux C., St. P., Omaha.	St. Louis or Chicago.	Not stated.	St. Louis.	Not stated.	
			Harry B. Lyford.	Peter R. Earling.								Iron Clad Manu- facturing Co.	Arthur J. Cooley.	Edward A. Pierce.	Rollin A. Keys.	Simmons Hard- ware Co.	Carlisle School.
23	Washtubs, galvanized iron, with corrugated bottom, heavy wire in top and bot- tom rims, and heavy drop handles. 19½ inches in diameter by 10¼ inches deep, inside measure .....No..	156	.39	.625	b4.75	.46	d.38	b4.70	.36	d.38	23
24			.46	.39							24
25			.52								25
26			.575								26
27	21½ inches in diameter by 10¼ inches deep, inside measure .....No..	275	.43	.67	b5.25	.51	.42	b5.20	.39	.....	27
28			.50	.43							28
29			.57								29
30			.62								30
31	23½ inches in diameter by 10¼ inches deep, inside measure .....No..	274	.495	.75	b6.00	.585	.48	b6.00	.45	.....	31
32			.565	.49							32
33			.645								33
34			.72								34
35	Zinc, sheet, 36 by 84 inches, No. 9.....lbs..	12,650	.0661		.....				e6.70	.....	35

• b Per dozen.

c Per cwt.

d 144 to Edward A. Pierce, 12 to Carlisle School.





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, PIPE, HOLLOW WARE, ETC.—continued.	Quantity awarded.
1	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
2	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.	20
3	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.	22
4	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.	15
5	Stoves, heating, coal: 14-inch cylinder, to weigh not less than 135 pounds do.	32
6	16-inch cylinder, to weigh not less than 175 pounds do.	38
7	Stoves, heating, wood, sheet iron: 32-inch, with outside rods do.	22
8	37-inch, with outside rods do.	3
9	Stoves, heating: Coal, large size, 22-inch cylinder, to weigh not less than 375 pounds do.	14
10	Combined coal and wood, 22 inches diameter, 24-inch heavy steel drum, to weigh not less than 285 pounds No.	28
11	Stoves, coal, laundry, for heating irons, as follows:	
12	Stoves for 18 irons do.	5
13	Stoves for 28 irons do.	7
14	Stoves for 38 irons do.	8
15	Stoves, heating, hard coal, mounted, base-burner:	
16	Fire pot about 12 by 14 inches do.	22
17	Fire pot about 15 by 17 inches do.	19

* 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.

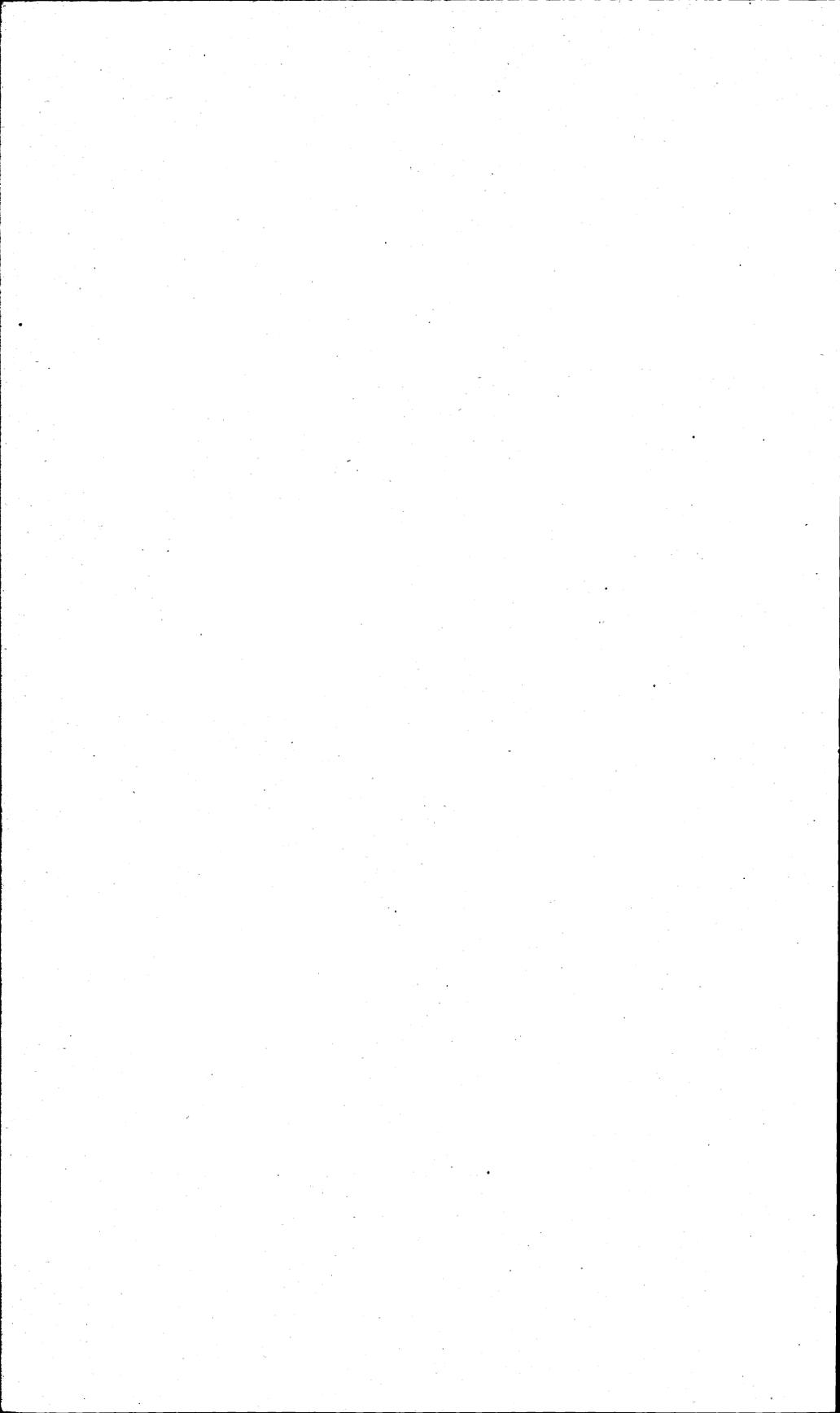
advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

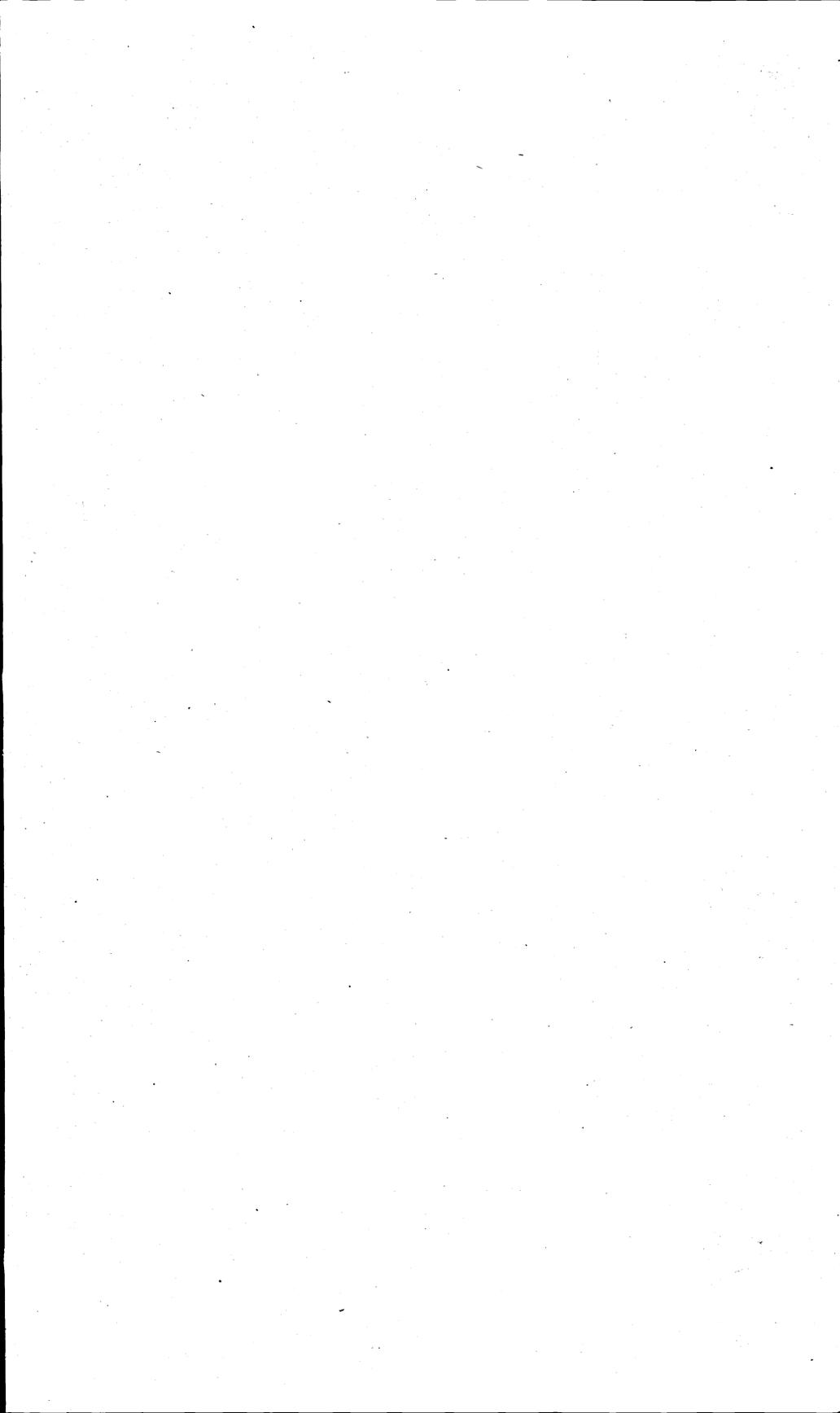
at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

Number.	William H. Cribben.	George D. Dana.	Chauncey H. Castle.	Lorenzo A. Bonnet.	John M. Dwyer.	The Troy Laundry Machine Co., Ltd.	Number.
Points of delivery.							
Chicago.		All points.				Chicago.	
		a 11.22	b 9.25				1
	12.78		b 11.10	c 9.99			2
	15.00	a 14.27	b 12.00	c 13.99			3
	16.01		b 15.00	c 14.79			4
	6.80	a 5:60	b 5.30	c 7.48	8.55		5
	8.90		b 6.25	c 8.49	9.73		6
					10.03		7
					11.50		8
		a 10.50	b 10.50				9
		a 11.00	b† 11.50				10
	21.45	a 11.92	b 11.00	c 11.62	23.30		11
	21.45		b 17.00	c 13.59	21.24		12
						11.73	13
						14.49	14
						17.27	15
	17.25	a 18.60		c 16.39	18.88		16
	26.60	a 21.00		c 18.89	23.60		17
					29.51		18
					31.28		19

a 5 per cent lower on all stoves if all are delivered in St. Louis.
 b If delivery of all awarded to me be accepted at Chicago I offer a discount of 5 per cent from each.
 c If Chicago delivery, deduct 5 per cent.
 † If with No. 16 sheet steel lining in bottom and one-third the way up the sides, \$1 each extra.





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.			
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Albert C. Bass.
			Chicago.	St. Louis.	Chicago.	
1	Belting, leather: 1½-inch.....feet.....	148	.094	.11½	.078	.13
2				.13½	.095	.12
3	2-inch.....do.....	504	.11	.13½	.092	.16
4					.155	.11	.145
5	2½-inch.....do.....	238	.148	.13½	.119	.20
6					.18½	.148	.185
7	3-inch.....do.....	475	.17½	.14	.144	.24
8					.09	.17	.225
9	3½-inch.....do.....	50	.205	.17½	.171	.28
10					.11	.205	.27
11	4-inch.....do.....	465	.235	.21	.196	.33
12					.20	.235	.31
13	4½-inch.....do.....	50	.264	.24½	.22	.37
14					.23	.265	.35
15	5-inch.....do.....	234	.29	.15	.245	.41
16					.29	.295	.39
17				.25½	.246	.327
18				.28½	.273	.227
19				.185		

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.							All points.	Number.	
	Chicago Belting Co.	The Manhattan Supply Co.	Handlan Buck Manufacturing Co.	Chris. G. Barth.	John Mills.	William D. Allen.	Sunderland Crombie Co.			
	Chicago.	Chicago.	St. Louis.	Chicago.		Omaha.	Chicago.			
1	.10	.11	.101	.087	.085	.094	.113	.08	.078½	1
2			.126	.07			.105			2
3							.094			3
4							.07			4
5										5
6	.11	.125	.119	.102	.10	.11	.132	.09½	.092½	6
7			.148	.082			.125			7
8							.11			8
9							.082			9
10										10
11	.15	.16	.15	.132	.13	.14	.171	.12	.119½	11
12			.191	.106			.159			12
13							.143			13
14							.106			14
15										15
16										16
17										17
18	.18	.195	.185	.165	.15½	.17	.207	.15	.144	18
19			.231	.128			.192			19
20							.172			20
21							.128			21
22										22
23										23
24	.21	.23	.22	.19	.18½	.25	.246	.18	.171	24
25			.274	.15			.228			25
26							.205			26
27							.132			27
28										28
29										29
30	.25	.27	.252	.217	.215	.235	.282	.20	.195½	30
31			.314	.174			.261			31
32							.235			32
33							.174			33
34										34
35										35
36	.28	.29	.287	.245	.24	.265	.317	.23	.22	36
37			.353				.294			37
38							.265			38
39							.196			39
40										40
41	.31	.30	.318	.272	.27	.29	.353	.25	.245½	41
42			.393				.327			42
43							.294			43
44							.218			44
45										45
46										46

α Only on all bids.

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.							
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Frank B. Mellrow.	Samuel M. Eng.			
			Chi- cago.	St. Louis.	Chicago.	All points.				
1	Belting, leather:									
2	6-inch.....feet..	550	.355	.43 $\frac{1}{2}$	.297					
3				.50	.355					
4				.43 $\frac{1}{2}$						
5				.365						
6				.34 $\frac{1}{2}$						
7	12-inch.....do..	70	.71	.875	.712					
8										
9										
10										
11										
12	Belting, rubber:									
13	3-ply, 3-inch.....do..	240	.06 $\frac{1}{2}$	.09 $\frac{1}{2}$	.052	.05	.07			
14			.075	.075	.065		.09			
15			.07	.05 $\frac{1}{2}$						
16	3-ply, 4-inch.....do..	120	.089	.12	.068	.07	.09			
17			.10	.09	.085		.12			
18				.06 $\frac{1}{2}$						
19	3-ply, 6-inch.....do..	820	.145	.18 $\frac{1}{2}$	.104	.105	.14			
20			.15 $\frac{1}{2}$	.14 $\frac{1}{2}$	.13	.14	.185			
21				.13 $\frac{1}{2}$						
22				.105						
23	4-ply, 8-inch.....do..	100	.21	.24	.168	.23	.22			
24			.245	.22 $\frac{1}{2}$	.21		.29			
25				.16 $\frac{1}{2}$						
26	4-ply, 10-inch.....do..	100	.28	.37 $\frac{1}{2}$	.214	.27	.28			
27			.31	.30 $\frac{1}{2}$	.267		.37			
28				.28 $\frac{1}{2}$						
29				.21 $\frac{1}{2}$						
30	4-ply, 12-inch.....do..	5	.34	.45 $\frac{1}{2}$	.26	.35	.34			
31			.38	.37	.325		.45			
32				.34 $\frac{1}{2}$						
33				.26						
34	Bits, auger, c. s., Jennings's pattern, extension									
35	lip:									
36	$\frac{1}{4}$ -inch.....doz..	12	.98	1.10						
37			.74	.80						
38			.89							
39	$\frac{3}{8}$ -inch.....do..	12	.98	1.25						
40			.74	.90						
41			1.01							
42	$\frac{1}{2}$ -inch.....do..	17	1.04	1.35						
43			.79	1.10						
44			1.13							
45	$\frac{3}{4}$ -inch.....do..	7 $\frac{1}{2}$	1.04	1.60						
46			.79	1.15						
47			1.31							
48	$\frac{1}{2}$ -inch.....do..	13	1.11	1.75						
			.85	1.25						
			1.43							

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.										Number.				
	Albert C. Bass.	Chicago Belting Co.	Goodyear Rubber Co.	The Manhattan Supply Co.	Handlan Buck Manufacturing Co.	Chris G. Barth.	John Mills.	William D. Allen.	Sunderland Crom-ble Co.	Maloney Bonnett Belting Co.		John V. Farwell, Jr.	Charles A. Schieren Co.	John H. Brown.	Fred Peterson.
	Chi- cago.	All points.	Chi- cago.	St. Louis.	Chicago.	Omaha.	Chicago.	All points.	Chi- cago.	Chi- cago or Omaha.					
1	.50	.38		.39	*.388	.33	.33	.356	.428	.31		.297			1
2	.48				.476				.396						2
3	.40								.356						3
4	.33								.264						4
5	.27														5
6															6
7	1.00	.75		.78	.777	.76	.66	.71	.86	.62		.594			7
8	.96				.951	.132			.792						8
9	.80								.713						9
10	.66														10
11	.54														11
12	.075		.08	.08	.05 $\frac{1}{2}$	.089	.07	.09	.104		.06 $\frac{1}{2}$		.075		12
13	.065				.075	.052		.078	.078		.095				13
14	.052				.086				.052		.105				14
15															15
16	.102	.135	.11	.074	.116	.09	.116	.136		.08		.085			16
17	.085			.096	.068		.10	.102		.10					17
18	.068			.112				.068		.125					18
19	.156	.20	.16	.114	.178	.14	.178	.208		.13 $\frac{1}{2}$		.14			19
20	.13			.145	.104		.156	.156		.18					20
21	.104			.171				.104		.24					21
22															22
23	.252	.25	.26	.184	.287	.23	.29	.336		.22		.23			23
24	.21			.22	.168		.25	.252		.30					24
25	.168			.277				.168		.34					25
26	.321	.42	.32	.235	.366	.29	.365	.428		.29		.29			26
27	.267			.293	.214		.32	.321 $\frac{1}{2}$		.39					27
28	.214			.353				.214		.44					28
29															29
30	.39		.62	.38	.286	.445	.35	.446		.52		.40		.36	30
31	.325				.357	.26		.39		.39		.58			31
32	.26				.429			.26		.65					32
33															33
34														.88	34
35															35
36															36
37														1.00	37
38															38
39															39
40														1.12	40
41															41
42															42
43														1.30	43
44															44
45															45
46															46
47														1.42	47
48															48

*"Only" on all bids.

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.	
			Harry B. Lyford.	Simmons Hardware Co.
			Chicago.	St. Louis.
1	Bits, auger, c. s., Jennings's pattern, extension lip:			
2	$\frac{1}{8}$ -inch.....doz..	57 $\frac{1}{2}$	1.18	1.85
3			.90	1.35
4			1.55	
5	$\frac{1}{4}$ -inch.....do..	64 $\frac{1}{2}$	1.25	2.00
6			.95	1.45
7			1.67	
8	$\frac{3}{8}$ -inch.....do..	23 $\frac{1}{2}$	1.38	2.20
9			1.06	1.55
10			1.82	
11	$\frac{1}{2}$ -inch.....do..	31 $\frac{1}{2}$	1.52	2.35
12			1.16	1.70
13			1.97	
14	$\frac{5}{8}$ -inch.....do..	27 $\frac{1}{2}$	1.66	2.55
15			1.27	1.85
16			2.15	
17	$\frac{3}{4}$ -inch.....do..	47 $\frac{1}{2}$	1.80	2.80
18			1.38	2.00
19			2.33	
20	1-inch.....do..	47 $\frac{1}{2}$	2.22	3.20
21			1.70	2.69
22	Bits, twist-drill, for metal: For brace, square shank, assorted, $\frac{1}{8}$ to $\frac{1}{2}$ inch, by 32 ds. sets.	60	.95	
23	Straight shank, for lathe and machine chucks, assorted, $\frac{1}{4}$ to $\frac{1}{2}$ inch, by 32 ds. sets.	30	1.52	
24	Bits, gimlet, double-cut, or German pattern, assorted, $\frac{1}{8}$ to $\frac{1}{2}$ inch.....doz..	127 $\frac{1}{2}$	.40	.19
25			.30	
26			.22	
27	Bolt cutters.....No..	15	1.50	1.75
28			3.60	2.45
29			1.65	
30			2.31	
31	Bolts, carriage, per 100:			
32	$\frac{1}{4}$ by 1.....do..	3,150	.26	.27
33	$\frac{1}{4}$ by 1 $\frac{1}{4}$.....do..	5,175	.26	.27
34	$\frac{1}{4}$ by 2.....do..	6,285	.285	.29
35	$\frac{1}{4}$ by 2 $\frac{1}{4}$.....do..	5,275	.305	.32
36	$\frac{1}{4}$ by 3.....do..	4,835	.325	.34
37	$\frac{1}{4}$ by 3 $\frac{1}{4}$.....do..	3,150	.345	.36
38	$\frac{1}{4}$ by 4.....do..	2,785	.37	.38
39	$\frac{1}{4}$ by 4 $\frac{1}{4}$.....do..	2,520	.42	.44
40	$\frac{1}{4}$ by 5.....do..	4,995	.47	.48
41	$\frac{1}{4}$ by 5 $\frac{1}{4}$.....do..	3,895	.50	.52
42	$\frac{1}{4}$ by 6.....do..	5,120	.56	.56
43	$\frac{1}{4}$ by 6 $\frac{1}{4}$.....do..	4,720	.63	.65
44	$\frac{1}{4}$ by 8.....do..	4,425	.71	.74
45	$\frac{1}{4}$ by 10.....do..	2,700	.80	.82

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Points of delivery.							
	Chicago.				St. Louis.	Chicago.		Chicago or Omaha.
	Fred K. Maus.	William T. Gormley.	Robert M. Fair.	Charles A. Kimbark.	Handlan Buck Manufacturing Co.	Chris. G. Barth.	Illinois Malleable Iron Co.	Fred Peterson.
1								1.54
2								
3								
4								1.66
5								
6								
7								1.81
8								
9								
10								1.96
11								
12								
13								2.14
14								
15								
16								2.32
17								
18								
19								2.68
20								
21								
22	.95				1.01			
23	2.73				1.60			
24								
25								
26								
27	2.80				2.25			
28	2.35				2.00			
29								
30								
31	.285	.30	.285	.30	*.30		.3135	
32	.285	.31	.285	.30	.30	.28	.3135	
33	.308	.33	.304	.32	.33	.31	.3385	
34	.331	.35	.33	.35	.37	.33	.3636	
35	.354	.37	.353	.37	.39	.35	.3887	
36	.376	.40	.377	.40	.41	.37	.4138	
37	.399	.42	.399	.42	.43	.39	.4389	
38	.456	.48	.454	.48	.50		.5016	
39	.50	.53	.504	.53	.55	.49	.5517	
40	.548	.58	.545	.58	.61	.53	.6019	
41	.593	.62	.593	.62	.64	.58	.6520	
42	.684	.72	.684	.72	.75	.67	.7524	
43	.775	.82	.774	.82	.85	.76	.8527	
44	.866	.91	.867	.91	.94	.85	.9530	

*"Only" on all bids.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.				
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	William T. Gormley.	Charles A. Kimbark.		Handan Buck Mfg. Co.	Chris. G. Barth.	Illinois Malleable Iron Co.	
												Chica-go.
1	Bolts, carriage, per 100:											
2	by 4.....No..	2,325	1.09	1.07	1.10	.....	1.32	*1.27	.....	1.3769	1
3	by 5.....do..	1,475	1.23	1.20	1.23	.....	1.48	1.42	.....	1.5424	2
4	by 6.....do..	1,345	1.36	1.32	1.36	.....	1.64	1.57	.....	1.7079	3
5	by 7.....do..	950	1.49	1.45	1.49	.....	1.80	1.72	.....	1.8735	4
6	by 8.....do..	1,425	1.62	1.65	1.63	.....	1.95	1.88	.....	2.0390	5
7	by 9.....do..	800	1.75	1.71	1.75	.....	2.11	2.03	.....	2.2045	6
8	by 10.....do..	1,275	1.89	1.84	1.89	.....	2.27	2.18	.....	2.3700	7
9	by 11.....do..	1,100	2.00	1.97	2.02	.....	2.43	2.33	.....	2.5356	8
	by 12.....do..	2,675	2.15	2.09	2.15	.....	2.60	2.48	.....	2.7011	9
10	Bolts, door, wrought-iron barrel:											
11	5-inch.....doz..	26	.40	.44	.....	.44	.....	.....	.....	.53	10
12	8-inch.....do..	15¹²	1.05	1.10	.....	1.08	.....	.....	.....	1.10	11
13	Bolts, shutter, wrought-iron, 10-inch.....doz.	3	1.35	.....	.....	.....	.....	.....	.....	.....	12
	Bolts, square head and nut, per 100:											
14	by 1.....No..	995	.465	.49	.485	.....	.57	.51	.....	.5890	14
15	by 1½.....do..	1,170	.465	.49	.485	.....	.57	.51	.....	.5890	15
16	by 2.....do..	2,030	.49	.51	.507	.....	.59	.54	.....	.6167	16
17	by 2½.....do..	1,270	.51	.53	.53	.....	.62	.58	.....	.6444	17
18	by 3.....do..	1,170	.53	.56	.55	.....	.65	.60	.....	.6722	18
19	by 3½.....do..	1,020	.55	.58	.575	.....	.68	.63	.....	.6999	19
20	by 4.....do..	875	.55	.57	.57	.....	.67	.62	.....	.6950	20
21	by 4½.....do..	1,245	.55	.57	.57	.....	.67	.62	.....	.6950	21
22	by 5.....do..	2,455	.58	.61	.60	.....	.70	.66	.....	.7345	22
23	by 5½.....do..	2,480	.61	.64	.64	.....	.74	.70	.....	.7761	23
24	by 6.....do..	2,580	.65	.67	.67	.....	.79	.73	.....	.8177	24
25	by 6½.....do..	1,780	.67	.71	.71	.....	.83	.77	.....	.8593	25
26	by 7.....do..	2,000	.71	.75	.74	.....	.87	.81	.....	.9009	26
27	by 7½.....do..	925	.74	.78	.775	.....	.90	.85	.....	.9424	27
28	by 8.....do..	1,400	.79	.81	.809	.....	.95	.89	.....	.9840	28
29	by 2.....do..	1,150	.70	.69	.73	.....	.86	.80	.....	.8570	29
30	by 2½.....do..	1,175	.74	.74	.78	.....	.90	.85	.....	.9424	30
31	by 3.....do..	1,475	.79	.78	.82	.....	.96	.90	.....	.9979	31
32	by 3½.....do..	1,000	.83	.83	.87	.....	1.01	.94	.....	1.0533	32
33	by 4.....do..	1,300	.88	.87	.91	.....	1.07	1.00	.....	1.1080	33
34	by 4½.....do..	875	.92	.91	.96	.....	1.12	1.05	.....	1.1642	34
35	by 5.....do..	775	.96	.96	1.00	.....	1.17	1.10	.....	1.2196	35
36	by 5½.....do..	700	1.01	1.00	1.04	.....	1.23	1.14	.....	1.2751	36
37	by 6.....do..	885	1.05	1.04	1.09	.....	1.27	1.20	.....	1.3305	37
38	by 6½.....do..	500	1.10	1.14	1.14	.....	1.33	1.24	.....	1.3860	38
39	by 7.....do..	500	1.14	1.18	1.18	.....	1.39	1.30	.....	1.4414	39
40	by 7½.....do..	450	1.18	.....	1.23	.....	1.44	1.35	.....	1.4968	40

*"Only" on all bids.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[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.			
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Charles A. Kimbark.	Handlan Buck Mfg. Co.		Illinois Malleable Iron Co.	William T. Gormley.	Robert M. Fair.
			Chicago.	St. Louis.	Chicago.	St. Louis.	Chicago.				
	Bolts, square head and nut, per 100:										
1	1/8 by 8.....No.	425	1.23		1.27	1.49	*1.40	1.5523		1	
2	1/8 by 3.....do.	1,100	.93	.92	.97	1.13	1.06	1.1781		2	
3	1/8 by 3 1/2.....do.	550	.99	.98	1.03	1.20	1.13	1.2474		3	
4	1/8 by 4.....do.	850	1.04	1.03	1.08	1.27	1.19	1.3167		4	
5	1/8 by 4 1/2.....do.	100	1.10	1.08	1.14	1.33	1.24	1.3860		5	
6	1/8 by 5.....do.	400	1.15	1.14	1.20	1.40	1.31	1.4553		6	
7	1/8 by 6.....do.	500	1.26	1.25	1.31	1.53	1.44	1.5939		7	
8	1/8 by 7.....do.	400	1.37		1.43	1.67	1.55	1.7325		8	
9	1/8 by 3 1/2.....do.	1,425	1.27	1.26	1.32	1.54	1.45	1.6077		9	
10	1/8 by 4.....do.	1,495	1.34	1.33	1.40	1.64	1.53	1.6978		10	
11	1/8 by 4 1/2.....do.	600	1.41	1.40	1.47	1.72	1.61	1.7879		11	
12	1/8 by 5.....do.	760	1.49	1.47	1.54	1.81	1.68	1.8780		12	
13	1/8 by 5 1/2.....do.	250	1.56	1.54	1.62	1.89	1.76	1.9681		13	
14	1/8 by 6.....do.	550	1.63	1.61	1.69	1.98	1.85	2.0582		14	
15	1/8 by 7.....do.	310	1.77	1.75	1.84	2.15	2.02	2.2383		15	
16	1/8 by 8.....do.	350	1.91	1.89	1.99	2.32	2.17	2.4185		16	
17	1/8 by 9.....do.	400	2.06	2.03	2.14	2.50	2.34	2.5987		17	
18	1/8 by 10.....do.	560	2.25	2.17	2.28	2.67	2.50	2.7789		18	
	Bolts, tire, per 100:										
19	1/2 by 1 1/2.....do.	2,875	.105	.10	.10	.14		.1650		19	
20	1/2 by 1 1/4.....do.	3,675	.115	.11	.11	.15		.1787		20	
21	1/2 by 2.....do.	3,675	.12	.12	.12	.165		.1925		21	
22	1/2 by 1 1/2.....do.	880	.17	.16	.16	.22		.2612		22	
23	1/2 by 2.....do.	1,800	.185	.17	.18	.25		.2887		23	
24	1/2 by 2 1/2.....do.	1,200	.20	.19	.20	.27		.3162		24	
25	1/2 by 3.....do.	900	.22	.21	.21	.295		.3437		25	
26	1/2 by 2.....do.	450	.26	.24	.25	.35		.4042		26	
27	1/2 by 2 1/2.....do.	450	.29	.26	.28	.38		.4427		27	
28	1/2 by 3.....do.	500	.31	.28	.30	.41		.4812		28	
29	1/2 by 3 1/2.....do.	1,100	.34	.31	.32	.445		.5197		29	
30	Bolts, window, spring, cast-brass bolt, screw socket, dozen	52	.11	4.40						30	
31	Braces, iron ratchet, 10-inch sweep, steel jaws.....No.	67	.72	.64	.73		.75			31	
32			.48	.44						32	
33			.55	.						33	
	Brads, steel wire:										
34	1/2-inch.....lbs.	82	.09 1/2	.095						.078	34
35	3/4-inch.....do.	120	.06 1/2	.06 1/2						.053	35
36	1-inch.....do.	164	.048	.04						.041	36
37	1 1/4-inch.....do.	148	.04 1/2	.03 1/2						.036	37
38	1 1/2-inch.....do.	163	.03 1/2	.03 1/2						.033	38
	Butts, brass, narrow:										
39	1 1/2-inch.....doz. pairs.	22	.11 1/2	.16					.18	.14 1/2	39
40	2-inch.....do.	54	.245	.25					.29	.24 1/2	40
41	2 1/2-inch.....do.	68	.43	.43					.51	.43 1/2	41

*Only on all bids.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Chicago.		Chic. or N. Y.
					Harry B. Lyford.	Simons Hardware Co.	Fred K. Maus.					Peter R. Earling.	Charles A. Kimbark.
	Chisels, c. s., socket framing, handled:										
1	1/2-inch.....No..	11	.20	.22					(*)		1
2	3/4-inch.....do..	11	.20	.22							2
3	1-inch.....do..	13	.20	.22							3
4	1 1/4-inch.....do..	6	.23	.25							4
5	1-inch.....do..	8	.27	.25							5
6	1 1/2-inch.....do..	7	.30								6
7	1 3/4-inch.....do..	7	.33								7
8	2-inch.....do..	9	.40	.43							8
9	Clamps, carpenter's, iron, to open 10 inches.....No..	48	.35	.34	.30						9
10	Cleavers, butcher's, 12-inch.....No..	15	1.11							1.25	10
11	Crowbars, solid steel, wedge point, assorted sizes, per pound.....No..	14	.02 1/2		.03						11
12	Dividers: 6 inches long, c. s., wing.....No..	53	.095	.105					.135		12
13	10 inches long, c. s., wing.....No..	19	.175	.19							13
14	Drill, blacksmith's: Horizontal.....do..	1			1.20		1.40				14
15	Vertical.....do..	5	4.35		5.25		6.50				15
16	Drills, breast.....do..	6	1.72	1.50	1.80						16
17			1.90								17
18	Faucets: Brass, racking, 1/2-inch, loose key.....No..	25	.29	.28							18
19	Wood, cork-lined, No. 2, number.....do..	20	.03	.025		.0375					19
20	Files, flat, bastard: 10-inch.....doz..	26	1.49	1.20	1.16		1.26	1.30	1.25		20
21			1.13								21
22			1.10								22
23	12-inch.....do..	34	2.06	1.65	1.62		1.75	1.80	1.73		23
24			1.57								24
25			1.53								25
26	Files, flat, wood: 12-inch.....do..	15	2.06		1.62		1.75	1.80	1.73		26
27			1.57								27
28			1.53								28
29	14-inch.....do..	11 1/2	2.83		2.22		2.40	2.46			29
30			2.15								30
31			2.09								31
32	Files, half-round, bastard: 10-inch.....doz..	17 1/2	1.93	1.60	1.52		1.64	1.78	1.62		32
33			1.47								33
34			1.43								34
35	12-inch.....do..	16 1/2	1.51	2.05	1.97		2.13	2.19	2.12		35
36			1.90								36
37			1.86								37
38	Files, mill saw: 8-inch.....do..	48	.91	.80	.72		.78	.89	.76		38
39			.69								39
40			.68								40
41	10-inch.....do..	50	1.19	.95	.93		1.01	1.03	.99		41
42			.90								42
43			.88								43
44	12-inch.....do..	62	1.59	1.30	1.25		1.35	1.39	1.34		44
45			1.21								45
46			1.18								46
47	14-inch.....do..	52	2.27	1.85	1.78		1.93	1.98			47
48			1.73								48
49			1.69								49

* "Only."

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Chicago.		
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Peter R. Earling.	Charles A. Kimbark.	Handlan Buck Manufacturing Co.	Chris. G. Barth.	
1	Files, round, bastard:									
2	6-inch .....doz..	6 ³ / ₂	.74	.60	.58	.63	.65	.62		1
3			.56							2
4	8-inch .....do..	3 ¹ / ₂	.91	.75	.72	.78	.89	.77		3
5			.69							4
6	10-inch .....do..	6	.67	.95	.93	1.01	1.03	1.00		5
7			.19							6
8	12-inch .....do..	10 ¹ / ₂	.88	1.30	1.25	1.35	1.39	1.34		7
9			.59							8
10	14-inch .....do..	3 ¹ / ₂	1.59	1.85	1.78	1.93	1.98	1.91		9
11			1.22							10
12			1.18							11
13			2.27							12
14			1.73							13
15			1.69							14
16	Files, slim, taper, saw:									15
17	3-inch .....do..	42	.44	.37	.35	.38	.39	.38		16
18			.34							17
19	3 ¹ / ₄ -inch .....do..	37	.33	.37	.35	.38	.39			18
20			.44							19
21	4-inch .....do..	67	.34	.40	.37	.40	.40	.39		20
22			.33							21
23	4 ¹ / ₂ -inch .....do..	49	.465	.41	.38	.42	.42	.40		22
24			.355							23
25	5-inch .....do..	97	.345	.45	.42	.45	.46	.44		24
26			.49							25
27	6-inch .....do..	117	.37	.52	.52	.56	.58	.55		26
28			.36							27
29			.52							28
30			.40							29
31			.39							30
32			.66							31
33			.50							32
34	Flatirons, 5 to 8 lbs. (per lb.)..pairs..	153	.49							33
35	Gates, molasses, 2-iron.....No..	24	.03 ¹ / ₂	.105	.14					34
36	Gauges:									35
37	Marking, brass mounted.....do..	21	.175	.19						36
38			.06							37
39	Mortise, screw slide.....do..	19	.29 ¹ / ₂	.125						38
40	Slitting, with handle.....do..	5	.24							39
41	Glue pots, No. 1, porcelain-lined.do..	23	.34	.37						40
42	Gauges, c. s., firmer, handled:									41
43	1/2-inch socket.....do..	5	.25	.27						42
44	1/2-inch socket.....do..	3	.30	.31						43
45	3/4-inch socket.....do..	17	.33 ¹ / ₂	.36						44
46	1-inch socket.....do..	5	.35	.38						45
	1-inch socket.....do..	5	.37	.40						46
	1-inch socket.....do..	5	.40	.45						47

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Harry B. Lyford.	Simmons Hard- ware Co.	Fred K. Maus.	William T. Gorm- ley.	Robert M. Fair.	Charles A. Kim- bark.	The Manhattan Supply Co.	Handlan Buck Manufacturing Co.	Chris. G. Barth.	Number.	
			Points of delivery.										
			Chicago.	St. Louis.	Chicago.				St. Louis.	Chicago.			
	Grindstones (perpound) weigh- ing:												
1	50 pounds.....No..	6	.01		.01							1	
2	100 pounds.....do..	8	.01		.01							2	
3	150 pounds.....do..	4	.01		.01							3	
4	250 pounds.....do..	4	.01½		.01½							4	
5	Grindstone fixtures, 17 inches, improved patent cap, extra heavy.....No..	40	.55	.22								5	
6	Hair clippers, good quality, pairs.....	245	.41	.40		.54	.46		1.10			6	
7			.46	.66					.90			7	
8			.44									8	
9			.49									9	
10			.65									10	
	Hammers:												
11	Claw, solid c. s., adz-eye, forged, No. 1½.....No..	385	.31	.22		.25						11	
12			.21½	.31								12	
13			.40									13	
14	Farrier's shoeing, c. s. do...	17	.27	.27	.34			.28				14	
15			.40		.47							15	
16	Farrier's, turning, half- bright, assorted, 2 to 2½ pounds.....No..	3			.99			1.10				16	
17								1.13				17	
	Hammers, machinist's, ball peen:												
18	1½-pound.....No..	20	.30	.34	.36			.42				18	
19	2½-pound.....do..	18	.365		.44			.51				19	
20	Hammers, riveting, solid, c. s.:												
21	1½-pound.....No..	17	.25	.27				.27				20	
22	1½-pound.....do..	5	.27	.27	.29			.29				21	
23	1½-pound.....do..	9	.285		.30			.30				22	
	Hammers, sledge, blacksmith's, solid, c. s.:												
24	2-pound.....No..	5	.38		.16			.41				23	
25	3-pound.....do..	2	.43		.24			.46				24	
26	6-pound.....do..	4	.345		.385			.06				25	
27	8-pound.....do..	9	.385		.51			.06				26	
28	10-pound.....do..	7	.575		.64			.06				27	
	Hammers, mason's, ax finish, solid, c. s.:												
29	5-pound.....No..	24	.525					.11½				28	
30	8-pound.....do..	10	.85					.11½				29	
31	12-pound.....do..	6	1.28					.11½				30	
32	Hammers, tack, upholsterer's pattern, malleable iron.....No..	65	.28									31	
33			.125									32	
34			.095									33	
	Hatchets, c. s.:												
35	Broad, 6-inch cut, steel head, single bevel, han- dled.....No..	42	.62	.49		.57						34	
36			.55									35	
37			.58									36	
38			.59									37	
39	Lathing, 2-inch blade do...	59	.25	.39		.24						38	
40			.27									39	
41	Shingling, No. 2.....do..	128	.285	.28		.27						40	
42			.28									41	
	Hinge hasps:												
43	6-inch.....doz..	69	.37	.34		.40			*.36	.39		42	
44	10-inch.....do..	30	.70	.65		.68			*.68	.73		43	

* "Only."

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.		Chicago.		
					Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.				William T. Gormley.	Robert M. Fair.	Charles A. Kimbark.	Handlan Buck Manufacturing Co.	Chris. G. Barth.
1	Hinges, extra heavy, T:											
2	8-inch.....doz. prs..	17	1.16	1.30		1.38			*.043	1.54	1	
3	10-inch.....do.....	13	1.74	2.00		1.86			.04	1.99	2	
3	12-inch.....do.....	5 ⁶ / ₁₂	2.76	2.70		2.74			.04		3	
4	Hinges, heavy, strap:											
5	8-inch.....do.....	31	.91	1.02		1.11			.04		4	
6	10-inch.....do.....	21	1.42	1.56		1.49			.04		5	
6	12-inch.....do.....	28	2.20	2.20		2.54			.04		6	
7	Hinges, light, strap:											
8	6-inch.....do.....	49	.455	.50		.54			.49		7	
9	8-inch.....do.....	24	.63	.69		.75			.68		8	
9	10-inch.....do.....	9 ⁶ / ₁₂	.83	.95		1.05			.95		9	
10	12-inch.....do.....	7	1.28	1.40					1.38		10	
11	Hinges, light, T:											
12	6-inch.....do.....	50	.365	.38		.43			.46		11	
13	8-inch.....do.....	25	.465	.49					.60		12	
13	10-inch.....do.....	10 ⁶ / ₁₂	.51	.73					.88		13	
14	Hooks, hat and coat, school-house pattern, heavy, dozen.	517	.13	.15	.14	.15 ¹ / ₂				.14	14	
15												1.55
16	Iron, band, per 100 pounds:											
17	1/2 by 1.....lbs.	1,050				2.45		3.10			16	
17	1/2 by 1.....do.	1,195				2.30		2.60			17	
18	1/2 by 1 1/2.....do.	1,145				2.25		2.60			18	
19	1/2 by 1 1/2.....do.	2,085				2.25		2.50			19	
20	1/2 by 1.....do.	800				2.25		2.40			20	
21	1/2 by 2.....do.	1,500				2.20		2.40			21	
22	Iron, flat-bar, per 100 pounds:											
23	1/2 by 1.....lbs.	1,225				2.25		2.50			22	
23	1/2 by 1 1/2.....do.	3,125				2.10		2.20			23	
24	1/2 by 1 1/2.....do.	880				2.10		2.20			24	
25	1/2 by 2.....do.	1,055				2.10		2.20			25	
26	1/2 by 2 1/2.....do.	550				2.10		2.20			26	
27	1/2 by 2 1/2.....do.	300				2.10		2.20			27	
28	1/2 by 4.....do.	525				2.10		2.20			28	
29	1/2 by 2.....do.	650				2.10		2.20			29	
30	1/2 by 2 1/2.....do.	250				2.10		2.20			30	
31	1/2 by 2 1/2.....do.	150				2.10		2.20			31	
32	1/2 by 3.....do.	25				2.10		2.20			32	
33	1/2 by 3 1/2.....do.	530				2.20		2.40			33	
34	1/2 by 1.....do.	1,700				2.10		2.20			34	
35	1/2 by 1 1/2.....do.	1,700				2.05		2.10			35	
36	1/2 by 1 1/2.....do.	2,150				2.00		2.00			36	
37	1/2 by 1.....do.	1,575				2.00		2.00			37	
38	1/2 by 2 1/2.....do.	400				2.00		2.00			38	
39	1/2 by 3.....do.	450				2.00		2.00			39	
40	1/2 by 3.....do.	100				2.00		2.00			40	
41	1/2 by 4.....do.	300				2.20		2.40			41	
42	1/2 by 4.....do.	575				2.00		2.00			42	
43	1/2 by 1 1/2.....do.	950				2.00		2.00			43	

* "Only" on all bids.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	
			Chi- cago.	St. Louis.	Chicago.			Chi- cago or New York.		
	Iron, flat-bar, per 100 pounds:									
1	by 1.....lbs.	200	2.20	2.40					1	
2	by 1.....do.	1,475	2.10	2.20					2	
3	by 1½.....do.	2,000	2.00	2.00					3	
4	by 1½.....do.	800	2.00	2.00					4	
5	by 2.....do.	1,110	2.00	2.00					5	
6	by 2½.....do.	25	2.00	2.00					6	
7	by 2½.....do.	550	2.00	2.00					7	
8	by 1½.....do.	50	2.00	2.00					8	
9	by 2.....do.	400	2.00	2.00					9	
10	by 2½.....do.	3,100	2.00	2.00					10	
11	Iron, Juniata, sheet, galvanized, 28-inch, No. 25, per 100 pounds, pounds.	1,350			3.58				11	
	Iron, round, per 100 pounds:									
12	½-inch.....lbs.	2,400	2.35	2.70					12	
13	¾-inch.....do.	4,380	2.25	2.50					13	
14	1-inch.....do.	3,400	2.20	2.40					14	
15	1½-inch.....do.	7,075	2.15	2.30					15	
16	2-inch.....do.	1,750	2.15	2.30					16	
17	2½-inch.....do.	6,200	2.10	2.20					17	
18	3-inch.....do.	4,350	2.05	2.10					18	
19	3½-inch.....do.	1,750	2.05	2.10					19	
20	1-inch.....do.	2,550	2.00	2.00					20	
	Iron, sheet, per 100 pounds:									
21	1½-inch thick.....do.	1,300	2.65		2.55				21	
22	¾-inch thick.....do.	1,100	2.35		2.55				22	
23	No. 26.....do.	625	2.80		2.85				23	
	Iron, square, per 100 pounds:									
24	½-inch.....lbs.	450	2.25	2.50					24	
25	¾-inch.....do.	1,300	2.15	2.30					25	
26	1-inch.....do.	1,925	2.10	2.20					26	
27	1½-inch.....do.	900	2.05	2.10					27	
28	1-inch.....do.	1,100	2.05	2.00					28	
29	Knives and forks, cocoa handle, with bolster, per pair.....pairs.	3,945			.08½	.09	.094		29	
30					.09		.104		30	
31					.105				31	
	Knives:									
32	Butcher, 8-inch, cocoa handle, without bolster.....doz.	30			2.57	1.98	1.70	1.60	3.88	32
33					1.60				33	
34					2.00				34	
35	Carving, and forks, cocoa han- dle, per pair.....pairs.	87			.42	.38	.47		.67	35
36					.46	.38				36
37					.44					37

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Harry B. Ly-	Simmons	Fred K. Maus.	William T.	Peter R. Ear-	Robert M.	J. Henry	The Manhat-	William M.	Number.
			ford.	Hardware		Gormley.	ling.	Fair.	Nichols.	tan Supply	Glass.	
			Points of delivery.									
			Chi-	St. Louis.	Chicago.				Chicago	Chicago.	Omaha.	
			cago.						or N. Y.			
1	Knives:											
2	Chopping, iron handle. No.	51	.06					.05				1
3	Drawing, 10-inch, c. s., car-											
4	penter's No.	14	.33	.43								2
5			.35									3
6	Drawing, 12-inch, c. s., car-											
7	penter's No.	25	.37	.48								4
8			.39									5
9	Horseshoeing do.	56	.23		.19							6
10			.20									7
11	Putty do.	76	.09	.095								8
12			.09									9
13	Skinning, 6-inch, coccoæ											
14	handle, without bolster,											
15	number	65	.16	.16	.18				.19			10
16			.12									11
17			.18									12
18	Latches, thumb, Roggen pat-											
19	tern, heavy doz.	13	.35	.65								13
20	Lead, in pigs lbs.	2,325	.0495									14
21	Locks:											
22	Closet, 3½-inch, iron bolt,											
23	dead, 2 keys doz.	19	1.15					2.20				15
24	Drawer, 2½ by 2 inches											
25	iron, 2 keys doz.	12	.75	3.30				.80				16
26	Locks, mineral knob, rim, iron											
27	bolt, 2 keys:											
28	4-inch doz.	17	2.05	2.45								17
29			2.00									18
30	4½-inch do.	44	2.90	2.60								19
31	5-inch do.	23	4.60	3.30								20
32	6-inch do.	11	5.75	8.35								21
33	Locks:											
34	Mineral knob, mortise,											
35	3½-inch, iron bolt, 2 keys,											
36	doz doz.	42	1.80	4.00								22
37	Pad, iron or brass, 3-tum-											
38	bler, 2 keys each, assorted											
39	combinations on each											
40	shipping order doz.	85	2.65	9.40				1.60				23
41			3.20					2.40				24
42			1.40					3.10				25
43			2.50					3.60				26
44			2.10									27
45	Sash do.	71	.27	.41								28
46			.42									29
47	Mallets, carpenter's, hickory,											
48	round, 6 by 4 inches. No.	39	.09	.10								30
49	Nails, wire, per 100 pounds:											
50	3d, lath lbs.	3,245	2.59								*2.97	31
51	3d, steel do.	4,425	2.54								2.92	32
52	4d, steel do.	3,055	2.39								2.77	33
53	6d, steel do.	7,285	2.29								2.67	34
54	8d, steel do.	21,385	2.19								2.57	35
55	10d, steel do.	21,900	2.14								2.52	36
56	12d, steel do.	4,790	2.14								2.52	37
57	20d, steel do.	20,600	2.09								2.47	38
58	30d, steel do.	6,620	2.09								2.47	39
59	40d, steel do.	6,575	2.09								2.47	40
60	60d, steel do.	5,520	2.09								2.47	41
61	Fence, 8d, steel do.	1,100	2.19								2.57	42
62	Fence, 10d, steel do.	1,800	2.14								2.52	43
63	Fence, 12d, steel do.	200	2.14								2.52	44

*"Only" on all bids.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

HARDWARE—Continued.

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Points of delivery.							
			Chicago.	St. Louis.	Chicago.					
	Nails, wire, finishing, per 100 pounds:									
1	6d, steel.....lbs..	3,600	2.54							
2	8d, steel.....do..	5,050	2.44							
3	10d, steel.....do..	3,950	2.34							
	Nails, horseshoe, per 100 pounds:									
4	No. 6.....do..	1,410	8.10	10.50	8.25		12.80			
5							8.75			
6	No. 7.....do..	1,305	8.10	10.50	8.25		11.70			
7							8.75			
8	No. 8.....do..	855	8.10	10.50	8.25		11.10			
9							8.75			
10	Nails, ox shoe, No. 5, per 100 pounds...do..	800	8.10							
	Nuts, iron, square:									
11	For 1/2-inch bolt.....do..	50	.115	.106	.079		.082			
12	For 3/8-inch bolt.....do..	53			.069		.067			
13	For 1/2-inch bolt.....do..	188	.06	.065	.054		.052			
14	For 3/8-inch bolt.....do..	290	.045	.044	.039		.039			
15	For 1/2-inch bolt.....do..	475	.042	.043	.036		.037			
16	For 3/8-inch bolt.....do..	425	.04	.04	.034		.036			
17	Oilers, zinc, medium size.....No..	555	.05	.085		.06	.036			
18			.055	.04						
19			.06							
20	Oilstones, Washita.....do..	62	.18	.165						
	Packing:									
21	Hemp.....lbs..	315	.08	.075			.17		.09	
22			.065	.07			.14			
23				.094						
24	Rubber, 1/8-inch.....do..	277	.095	.315			.155	.125	.12	.15
25			.12	.33			.085			.13
26										.085
27							.42			
28							.085	.12	.12	.104
29	Rubber, 1/4-inch.....do..	325	.095				.155	.125	.12	.15
30			.12				.085			.13
31										.085
32							.11			
33							.135			
34	Rubber, 3/8-inch.....do..	390	.095				.155	.125	.12	.15
35			.12				.085			.13
36										.085
37							.11			
38							.135			
39	Rubber, 1/2-inch.....do..	417	.095				.155	.125	.12	.15
40			.12				.085			.13
41										.085
42							.42			
43							.085	.12	.12	.104
44	Yarn (cotton waste).....do..	2,270					.155	.125	.12	.15
45							.11			.13
46							.135			.085
47							.42			
48	Paper, per quire:						.10			.068
49	Emery (assorted).....qrs..	118	.13	.204			.105			.076
50	Sand (assorted).....do..	432	.095	.09						.059
				.075						.053

Number.	Points of delivery.										Number.		
	Oma-ha.	St. Louis.	Chi-cago.	All points.	Chicago.				Oma-ha.	Chi-cago.			
	William M. Glass.	Handlan Buck Mfg. Co.	Frank B. McIlroy.	Samuel M. Engs.	The Manhattan Supply Co.	Chris. G. Barth.	John Mills.	William D. Allen.	John H. Brown.	Sunderland Crombie Co.	John V. Farwell, jr.	Robert M. Fair.	
1	*2.92												1
2	2.82												2
3	2.72												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		0.90											18
19													19
20													20
21										.094			21
22													22
23													23
24		*.085	.12	.12	.104	.155	.125	.12	.15	.086	.094		24
25		.11				.085			.13				25
26		.135							.085				26
27		.155											27
28		.42											28
29		.085	.12	.12	.104	.155	.125	.12	.15	.086	.094		29
30		.11				.085			.13				30
31		.135							.085				31
32		.155											32
33		.42											33
34		.085	.12	.12	.104	.155	.125	.12	.15	.086	.094		34
35		.11				.085			.13				35
36		.135							.085				36
37		.155											37
38		.42											38
39		.085	.12	.12	.104	.155	.125	.12	.15	.086	.094		39
40		.11				.085			.13				40
41		.135							.085				41
42		.155											42
43		.42											43
44		*.084			.10					.068			44
45					.105					.076			45
46										.059			46
47										.053			47
48		.15											48
49		.10										.085	49
50													50

* Bids "Only" on all bids. a 1/8-inch belt. b No. 3, per dozen. c Per pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Charles A. Kimbark.	Handlan Buck Manufacturing Co.		Chris G. Barth.
			Chicago.	St. Louis.	Chicago.	St. Louis.	Chicago.		
1	Pencils, carpenter's .....doz..	136	.12	.13					1
2				.15					2
3	Pinchers, blacksmith's, shoeing.....No..	19	.34	.35		.95			3
4			.39			.62			4
5			.81						5
6	Pinking irons, 1-inch .....doz..	5	.45	b.50					6
7	Planes:								
8	Block, 6-inch, knuckle joint.....No..	34	.62	.66					7
9	Fore, adjustable, wood bottoms.....do..	15	.97						8
10			.82						9
11	Hollow and round, 1-inch, c. s. ....pairs..	3	.62	.70					10
12	Hollow and round, 1½-inch, c. s. ....do..	3	.62	.70					11
13	Hollow and round, 1½-inch, c. s. ....do..	2	.72						12
14	Jack, adjustable, wood bottoms.....No..	23	.86	.66					13
15			.75						14
16	Jointer's, double-iron, c. s. ....do..	19	1.13	.65					15
17			.97						16
18	Match, ¾-inch, plated.....pair..	1	1.33	1.00					17
19	Match, 1-inch, plated.....pairs..	2	1.33	1.00					18
20	Plow, embracing beading and center-beading plane, rabbet and fillister, dado, plow, matching and slitting plane..No..	12	3.68	4.60					19
21			3.49						20
22	Skew-rabbet, ¼-inch.....do..	1	.32						21
23	Skew-rabbet, 1-inch.....do..	1	.32	.87					22
24	Skew-rabbet, 1½-inch.....do..	4	.37						23
25	Smooth, adjustable, wood bottoms.....do..	16	.70	.63					24
26			.60						25
27	Pliers:								
28	Flat-nose, 7-inch, c. s., heavy.....do..	70	.19	.21					26
29			.12						27
30	Round-nose, 7-inch, c. s., heavy.....do..	12	.19	.21					28
31			.12						29
32	End-cutting, 10-inch, c. s., heavy.....do..	48	.88						30
33			1.00						31
34	Punches:								
35	C. s., belt, to drive, assorted, Nos. 2, 3, 4, 5, and 6.....doz..	11	.40	.48					32
36			.37						33
37	Conductor's, assorted shapes of holes.....do..	2 7/12	2.75						34
38	Rasps:								
39	Horse, 12-inch.....No..	1	.22	.16	.16		*a1.92		35
40			.17						36
41			.16						37
42	Horse, 14-inch.....do..	407	.315	.22	.22	.22 1/4	2.67	.27	38
43			.24						39
44	Wood, flat, 12-inch.....do..	35	.235	.21	.24	.26	3.24	.26	40
45			.31						41
46	Wood, flat, 14-inch.....do..	90	.41	.28	.32	.35	4.80	.34	42
			.31						43
			.30						44
									45
									46

*"Only" on all bids.

a Per dozen.

b Each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Charles A. Kimbark.		Handlan Buck Manufacturing Co.
1	Rasps, wood, half-round:							
2	12-inch..... No..	102	.33	.25	.26	.33	* a 3.47	
3			.25					
4	14-inch..... do..	61	.245		.34	.37	a 4.60	
5			.52					
6			.33					
7	Rivet sets:							
8	No. 2..... do..	6	.28	.115				
9	No. 3..... do..	11	.22	.115				
10	No. 7..... do..	4	.14	.16				
11	Rivets and burrs, copper:							
12	1/2-inch, No. 8..... lbs..	31	.214	.185				
13	1/2-inch, No. 12..... do..	14	.244					
14	1/2-inch, No. 8..... do..	55	.214	.185				
15	1/2-inch, No. 12..... do..	24	.244	.215				
16	1/2-inch, No. 8..... do..	118	.214	.185				
17	1/2-inch, No. 12..... do..	62	.244	.215				
18	1/2-inch, No. 8..... do..	125	.214	.185				
19	1/2-inch, No. 12..... do..	50	.244					
20	1-inch, No. 8..... do..	62	.214	.185				
21	1-inch, No. 12..... do..	47	.244					
22	Rivets, iron, flat-head:							
23	1/2-inch, No. 8..... do..	15		.042		.042		
24	1/2-inch, No. 8..... do..	19		.04		.04		
25	1/2-inch, No. 8..... do..	37		.034		.034		
26	1-inch, No. 8..... do..	34		.034		.034		
27	1/2 by 1 inch..... do..	23	.032	.032		.032		
28	1/2 by 2 inches..... do..	76	.032	.032		.032		
29	1/2 by 4 inches..... do..	40	.032	.032		.032		
30	1/2 by 1 inch..... do..	55	.031	.031		.031		
31	1/2 by 1 1/4 inches..... do..	218	.031	.031		.031		
32	1/2 by 2 inches..... do..	245	.031	.031		.031		
33	1/2 by 2 1/2 inches..... do..	145	.031	.031		.031		
34	1/2 by 3 inches..... do..	180	.031	.031		.031		
35	1/2 by 3 1/2 inches..... do..	107	.031	.031		.031		
36	1/2 by 4 inches..... do..	270	.031	.031		.031		
37	Rivets, tinned-iron, in packages of 1,000:							
38	10-ounce..... M..	9 1/2	.05 1/2	.056				
39	12-ounce..... do..	22	.065	.062				
40	16-ounce..... do..	16	.075	.074				
41	24-ounce..... do..	12	.10	.096				
42	32-ounce..... do..	7	.125	.115	.11			

* "Only" on all bids.

a Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Chic. or N. Y.	Chicago.			
1	Rules, boxwood, 2-foot, 4-fold, full brass-bound.....No..	233	.22	.22						1
2	Saw blades, butcher's bow, 20-inch, doz.....	6	2.13	.86		1.00				2
3						1.60				3
4	Saw clamps, 9-inch jaw.....No..	27	.21							4
5			.33							5
6	Saw-sets:									
7	For crosscut saws.....do...	19	.77	.57						6
8			.75							7
9			.56							8
10	For handsaws.....do...	36	.55	.28						9
11			.34							10
12			.26							11
13	Saws:									
14	Back (or tenon), 12-inch...do...	9	.62	.58	.68					12
15	Bracket.....do...	43	.20	.71						13
16	Buck, framed, complete, 30-inch blade.....No..	144	.29	.33	.39					14
17			.30	.225						15
18			.54							16
19	Circular, 26-inch, crosscut.do...	4	6.75	5.15						17
20	Circular, 26-inch, rip.....do...	3	6.75							18
21	Circular, 30-inch, crosscut.do...	4	8.55							19
22	Circular, 30-inch, rip.....do...	1	8.55							20
23	Crosscut, 6-foot, with handles, No.....	22	1.26	1.25	1.50					21
24	Crosscut, 6-foot, with handles, No.....	12	1.48	1.45	1.78					22
25	Hand, 26-inch, 6 to 10 points to the inch.....No..	123	.46	.73	.70					23
26			.71	.56						24
27			.90	.36						25
28	Keyhole, 12-inch compass.do...	72	.18	.12	.25					26
29			.08	.18						27
30	Meat, butcher's bow, 20-inch, No.....	31	.73	.52						28
31			.51	.36						29
32	Rip, 28-inch, 5 points.....No..	59	.50	.79	.80					30
33			.77	.40						31
34			1.04	.64						32
35	Scales:									
36	Butcher's, dial face, spring balance, square disk, 30-pound, by ounces.....No..	8	2.49	2.42			3.63			33
37	Counter, 62-pound.....do...	3	1.95				4.00	7.20		34
38	Scales, hay and cattle:									
39	6-ton, Standard platform.do...	2	56.70			50.00	90.00	92.00		35
40			69.30			65.00	67.50	170.00		36
41						75.00				37
42	10-ton, Standard platform.do...	6	94.50			65.00	106.00	456.00		38
43			110.25			85.00	79.50	570.00		39
44						105.00				40
45	Scales, platform:									
46	Counter, 240-pound.....do...	4	1.95				5.00	9.00		41
47								4.00		42
48	1,000-pound, drop-lever, on wheels.....No..	7	15.48				22.50	20.40	107.10	43
49								15.30		44
50	1,500-pound, drop-lever, on wheels.....No..	1	21.50				27.00	28.00	21.00	45
51								21.00		46
52	2,000-pound, drop-lever, on wheels.....No..	1	25.80				30.00	38.80	24.60	47
53								24.60		48

^a For the seven, or \$15.30 each.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.					
					Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Robert M. Fair.		Charles A. Kimbark.	John V. Farwell, Jr.
1	Scissors, ladies', 6-inch, c. s., full size, good quality.....doz..	75	2.71	3.25						1
2	Screw-drivers:									2
3	6-inch steel blade.....No..	68	.76	.07						3
4	8-inch steel blade.....do...	70	1.05	.10						4
5	10-inch steel blade.....do...	72	1.25							5
6			1.03							6
7			1.50							7
8	Screws:									8
9	Wrought-iron, bench, 1½-inch.....do...	8	.30	.30						8
	Wood, bench, 2½-inch.....do...	6	.25	.25						9
	Screws, wood, iron:									
10	¼-inch, No. 4.....gross..	90	.056	.055	.059	.06	.06	.055		10
11	¼-inch, No. 5.....do...	53	.05½	.055	.06	.061	.061	.067		11
12	½-inch, No. 5.....do...	90	.06	.055	.063	.06½	.065	.07		12
13	¾-inch, No. 6.....do...	50	.065	.055	.068	.069	.07	.075		13
14	¾-inch, No. 7.....do...	122	.07½	.065	.078	.07½	.08	.086		14
15	¾-inch, No. 8.....do...	100	.08	.07	.083	.08½	.085	.091		15
16	¾-inch, No. 8.....do...	117	.08½	.075	.087	.087	.09	.096		16
17	¾-inch, No. 9.....do...	135	.085	.08	.09	.09	.091	.099		17
18	1-inch, No. 9.....do...	240	.094	.08½	.10	.10	.101	.11		18
19	1-inch, No. 10.....do...	185	.104	.095	.109	.109	.11	.12		19
20	1½-inch, No. 10.....do...	215	.10½	.10	.114	.11½	.115	.126		20
21	1½-inch, No. 11.....do...	145	.115	.11	.12	.12½	.125	.136		21
22	1½-inch, No. 11.....do...	178	.125	.12	.13	.133	.145	.147		22
23	1½-inch, No. 12.....do...	70	.14	.13	.147	.147	.15	.16½		23
24	1½-inch, No. 12.....do...	93	.15½	.14	.16	.16½	.16½	.17½		24
25	1½-inch, No. 13.....do...	32	.165	.16	.175	.17½	.18	.194		25
26	2-inch, No. 13.....do...	78	.18	.17	.195	.195	.20	.214		26
27	2-inch, No. 14.....do...	37	.21	.20	.21	.22½	.215	.255		27
28	2½-inch, No. 14.....do...	19	.22	.21	.22	.23½	.235	.256		28
29	2½-inch, No. 15.....do...	12	.255	.24	.27	.27	.275	.29½		29
30	2½-inch, No. 14.....do...	22	.23	.22	.247	.247	.25	.27½		30
31	2½-inch, No. 15.....do...	5	.27	.255	.29	.29	.30	.32		31
32	3-inch, No. 16.....do...	9	.345	.32	.365	.36½	.37	.38		32
33	3-inch, No. 18.....do...	18	.46	.42	.485	.485	.49	.535		33
	Shears:									
34	8-inch, c. s., trimmer's, straight, full size, good quality.....doz..	33	2.81	3.25						34
35				4.05						35
36	10-inch, c. s., trimmer's, straight, full size, good quality.....doz..	25	4.45	5.10						36
37				6.20						37

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.		
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Chas. A. Kimbark.	Peter R. Earling.		Handlan-Buck Manufacturing Co.	
										Chi- cago.	St. Louis.	Chicago.		St. Louis.
	Shoes, horse, light, assorted, front and hind, per 100 pounds:									
1	No. 0..... lbs..	1,525	3.89	3.735	3.75	3.95				1
2	No. 1..... do.	3,350	3.89	3.735	3.75	3.95				2
3	No. 2..... do.	5,470	3.64	3.735	3.75	3.70				3
4	No. 3..... do.	5,950	3.64	3.735	3.75	3.70				4
5	No. 4..... do.	4,095	3.64	3.735	3.75	3.70				5
6	No. 5..... do.	1,995	3.64	3.735	3.75	3.70				6
7	No. 6..... do.	920	3.64	3.735	3.75	3.70				7
	Shoes, mule, per 100 pounds:									
8	No. 2..... lbs..	200	3.89	3.735	3.90	3.70				8
9	No. 3..... do.	300	3.89	3.735	3.90	3.70				9
10	No. 4..... do.	100	3.89	3.735	3.90	3.70				10
11	Shovels, fire, hand, long handle..... doz.	.34	.55							11
12			.75							12
13			1.00							13
14			1.25							14
15	Sieves, iron wire, 18-mesh, tin frames..... doz.	16	1.15			1.10				15
16	Spirit levels, with plumb, 30-inch..... No.	32	.27	.39						16
17		8	.29							17
18	Spoke pointers, adjustable..... do.	8	.45	.31	.49					18
19	Springs, door, spiral, heavy..... doz.	60	.89	1.35						19
20			1.20							20
	Squares:									
21	Bevel, sliding T, 10-inch..... No.	37	.145							21
22	Framing, steel, 2 inches wide..... No.	34	.48							22
23			.40							23
24	Panel, 15-inch..... do.	8	.30							24
25	Try, 4½-inch..... do.	13	.095	.12						25
26	Try and miter, 7¼-inch..... do.	13	.20	.24						26
27	Try, 10-inch..... do.	6	.19	.22						27
28	Staples, wrought-iron, 3 inches long..... doz.	185	.02½	.03						28
	Steel, cast, bar:									
29	¾ by 3 inches..... lbs.	75			a 6.00	a 7.75		* .08		29
30								.14		30
31	¾ by 4 inches..... do.	135			6.00	7.75		.08		31
32								.14		32
33	¾ by 1 inch..... do.	85			5.00	6.75		.07		33
34								.13		34
	Steel, cast, octagon:									
35	¾-inch..... lbs.	170			6.00	7.75		.08		35
36	¾-inch..... do.	315			5.50	7.25		.075		36
37	¾-inch..... do.	730			5.00	6.75		.07		37
38	¾-inch..... do.	1,145			5.00	6.75		.07		38
39	1-inch..... do.	1,125			5.00	6.75		.07		39
40	1½-inch..... do.	290			5.00	6.75		.07		40
	Steel, cast, square:									
41	¾-inch..... lbs.	25			6.00	7.75		.08		41
42	¾-inch..... do.	105			5.50	7.25		.075		42
43	¾-inch..... do.	60			5.00	6.75		.07		43
44	¾-inch..... do.	260			5.00	6.75		.07		44
45	1-inch..... do.	590			5.00	6.75		.07		45
46	1½-inch..... do.	560			5.00	6.75		.07		46
47	2-inch..... do.	295			5.00	6.75		.07		47

* "Only" on all bids.

a Per 100 lbs.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.			
			Chi- cago.	St. Louis.	Chicago.		New York or Chicago.	Chicago.				
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Charles A. Kimbark.	Frank H. Tutbill.	J. Henry Nichols.	Peter R. Earling.	Robert M. Fair.	John V. Farwell, Jr.	
1	Steel, plow:											
2	by 3 inches... lbs..	100			3.75							1
3	by 4 inches... do..	250			3.75							2
4	by 5 inches... do..	475			3.75							3
5	by 6 inches... do..	1,025			3.75							4
6	Steel, spring:											
7	by 1 inch... do..	50			3.50	3.20	.03					5
8	by 1 1/2 inches... do..	550			3.50	3.00	.029					6
9	by 2 inches... do..	450			3.50	3.00	.029					7
10	by 2 1/2 inches... do..	200			3.50	3.00	.029					8
11	by 3 inches... do..	200			3.50	3.00	.029					9
12	Steele, butcher's, 12-inch, stag handle... No..	36	.68					.60				10
13	Stock and dies, black- smith's:											
14	To cut 1 inch to 1/2 inch, L. H., and 1 inch to 1/4 inch, R. H., 6 taps and 3 dies each... No..	2	3.95		4.14	3.00						11
15	To cut 1/2 inch to 1/8 inch, L. H., and 1/4 inch to 1/8 inch, R. H., 6 taps and 3 dies each... No..	4	1.96		2.05	2.25						12
16	Swage block, black- smith's, per lb... No..	1			.0225							13
17	Tacks, iron wire, brass heads, upholsterer's, size No. 43, per M... M..	69	.27					.29	.25 1/2			14
18	Tacks, cut, full half- weight, per dozen papers:											
19	4-ounce... doz papers..	87	.09	.12						.08		15
20	6-ounce... do..	114	.10 1/2							.10 1/2		16
21	8-ounce... do..	160	.132							.13 1/2		17
22	10-ounce... do..	106	.155	.18						.15 1/2		18
23	12-ounce... do..	54	.18	.21						.18		19
24	Tape measures, 75-foot, leather case... No..	38	.46	.48								20
25	Tire shrinkers... do..	3			5.25	6.25						21
26	Toe calks, steel:											
27	No. 1... lbs..	490	.039	.045	.0415	.045						22
28	No. 2... do..	680	.039	.045	.0415	.045						23
29	No. 3... do..	445	.039	.045	.0415	.045						24
30	Trowels:											
31	Brick, 10 1/2-inch... No..	19	3.65	.32								25
32	Plastering, 10 1/2- inch... No..	19	3.55	.38								26

a Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	
			Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Charles A. Kimbark.	Handlan Buck Manufacturing Co.	Robert M. Fair.	William M. Glass.		
1	Tuyeres (Tweer), iron, duck's nest pattern, single No. 2, heavy.....No..	8	.40			.46				1	
	Vises, blacksmith's, solid box, per pound:										
2	6-inch jaw.....No..	5	7.33		7.92	8.00				2	
3	4½-inch jaw.....do..	4	3.84		3.96	4.60				3	
4	Vises: Carpenter's, oval slide, 4-inch jaw.....No..	9	1.92			2.75				4	
5	Gunsmith's, parallel filers, 4-inch jaw.....No..	2	1.92			5.50				5	
	Washers, iron:										
6	For ½-inch bolt.....lbs..	115	.07	.01	.07	.074	.077			6	
7	For ¾-inch bolt.....do..	125	.06	.01	.062	.066	.069			7	
8	For 1-inch bolt.....do..	255	.05	.01	.053	.057	.06			8	
9	For 1½-inch bolt.....do..	400	.04	.01	.04	.044	.047			9	
10	For 2-inch bolt.....do..	295	.03½	.01	.036	.04	.043			10	
11	For 1-inch bolt.....do..	170	.03½	.01	.036	.04	.043			11	
	Wedges, wood chopper's, solid steel, per pound:										
12	5-pound.....No..	19	.029			.03				12	
13	6-pound.....do..	4	.029			.03				13	
14	Well-wheels, 10-inch.....do..	3	.17							14	
	Wire, annealed:										
15	No. 16 gauge.....lbs..	235	.027							15	
16	No. 20 gauge.....do..	190	.04½							16	
17	No. 24 gauge.....do..	140	.04½							17	
	Wire, bright, iron:										
18	No. 3 gauge.....do..	295	.02½							18	
19	No. 6 gauge.....do..	95	.02½							19	
20	No. 7 gauge.....do..	25	.02½							20	
21	No. 8 gauge.....do..	90	.02½							21	
22	No. 9 gauge.....do..	1,060	.02½							22	
23	No. 10 gauge.....do..	170	.0247							23	
24	No. 11 gauge.....do..	10	.0247							24	
25	No. 12 gauge.....do..	15	.0258							25	
26	No. 14 gauge.....do..	25	.028							26	
27	No. 16 gauge.....do..	130	.03½							27	
28	No. 18 gauge.....do..	105	.036							28	
29	Wire cloth, for screens, painted, square foot.....	46,700	b1.03					b1.05	*a1.075	29	
30			b1.03							30	

*Only on all bids.

a Per 100 square feet.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Harry B. Lyford.	Simmons Hardware Co.	Fred K. Maus.	Charles A. Kimbark.	William M. Glass.	Janney, Semple, Hill & Co.	Number.
			Points of delivery.						
			Chi- cago.	St. Louis.	Chicago.	Oma- ha.	Stated below.		
1	Wire, two-point barbed, galvanized: For hog fence; main wires not larger than 12 $\frac{1}{4}$ gauge; barbs not larger than 13 $\frac{1}{4}$ gauge; space be- tween barbs not to exceed 3 inches; samples in 1-rod lengths required.....lbs..	10,400	2.74				*3.07 3.12 3.12	a2.69 b2.96	1 2 3
2 3 4	For cattle fence; main wires not larger than 12 $\frac{1}{4}$ gauge; barbs not larger than 13 $\frac{1}{4}$ gauge; space be- tween barbs not to exceed 5 inches; samples in 1-rod lengths required.....lbs..	561,800	a2.74				3.07 3.12 3.12	ac2.69 b2.96	4 5 6
5 6 7	Wire-fence staples, 1 $\frac{1}{4}$ -inch, steel, gal- vanized.....lbs.	14,000	2.24	.027			2.97		7 8 9
8 9 10	Wire-fence stretchers.....No.	72	.36 .68 .46	.39 .47			.44		8 9 10
11 12 13 14 15 16 17 18 19 20 21 22	Wrenches, screw, black: 8-inch.....do.....	54	.135 .245 .33	.15	.16	.15	.17		11 12 13 14 15 16 17 18 19 20 21 22
	10-inch.....do.....	76	.16 .29 .39	.17	.19	.17	.20		13 14 15 16 17 18 19 20 21 22
	12-inch.....do.....	35	.19 .345 .47	.25	.22	.20	.24		17 18 19 20 21 22
	15-inch.....do.....	35	.325 .58 .79	.34	.38	.34	.40		20 21 22
ADDITIONAL ARTICLES.									
23 24	Iron, flat-bar, round edge, per 100 pounds: $\frac{1}{2}$ by 1 $\frac{1}{2}$ inch.....lbs.	5,000			2.00	2.00			23 24
	$\frac{3}{8}$ by 1 $\frac{1}{2}$ inch.....do.....	1,760			2.00				
25 26 27 28	Iron band, per 100 pounds: $\frac{1}{4}$ by 1 $\frac{1}{2}$ inch.....do.....	300			2.50	2.50			25 26 27 28
	$\frac{1}{2}$ by 1 inch.....do.....	1,000			2.15	2.30			
	beveled, $\frac{1}{2}$ by $\frac{3}{4}$ inch.....do.....	500			2.60	3.20			
	Iron, flat-bar, $\frac{1}{2}$ by 1 $\frac{1}{2}$ inch, per 100 pounds.....lbs.	800			2.15	2.30			

*"Only" on all bids.

[But not less than 25 tons.

a f. o. b. Minneapolis or St. Paul.
b f. o. b. Kansas City.

] Prices named apply to either kind of wire specified, and offer is for immediate acceptance and shipment as quickly as it can be loaded.

c 371,000 pounds awarded.
d 190,800 pounds awarded.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.
			Harry B. Lyford.	Simmons Hardware Co.	James B. Clow & Sons.	Sunderland Crombie Co.	Albert D. Sanders.	
			Chi-cago.	St. Louis.	Chi-cago.	Oma-ha.	Not stated.	
	<i>Plumbers', steam and gas fitters' tools, fittings, and supplies.</i>							
1	Blast furnace, combination, hot blast, complete, with fire pot..... No.	13	3.75		5.00		4.50	1
2	Cement, gas fitters', in 5-pound packages. lbs.	50			.12		.40	2
3	Cutters, pipe, 3-wheel:							
3	To cut $\frac{1}{8}$ to 1 inch..... No.	5	1.60		1.28		.93	3
4	To cut $\frac{1}{8}$ to 2 inches..... do.	13	2.35	1.20	1.69		1.26	4
5	Ladles, melting:							
5	4-inch..... do.	5		1.05	.41		.30	5
6	8-inch..... do.	6			4.95		1.50	6
7	Pliers, gas:							
7	6-inch..... do.	23	1.45	.16	.30		.16	7
8	12-inch..... do.	27	.28	.33	.47		.34	8
9	Ratchets, sleeve:							
9	Handle 10 inches long..... do.	4					4.00	9
10	Handle 17 inches long..... do.	1					7.40	10
11	Reamers, pipe:							
11	$\frac{1}{4}$ -inch..... do.	3			.43	a .89	.35	11
12	$\frac{3}{8}$ -inch..... do.	6			.56	a 2.37	.46	12
13	1-inch..... do.	4		.55	.70	a 1.94	.60	13
14	1 $\frac{1}{4}$ -inch..... do.	3		.65	.85	a 1.76	.68	14
15	1 $\frac{1}{2}$ -inch..... do.	2		.80	1.05	a 1.44	.85	15
16	2-inch..... do.	2		1.10	1.41	a 1.98	1.15	16
17						.99		17
18	Stocks and dies (solid):							
18	$\frac{1}{2}$ to 1-inch..... do.	11			3.38		2.84	18
19	1 $\frac{1}{2}$ to 2-inch..... do.	7			4.50		3.72	19
20	Taps, pipe:							
20	$\frac{1}{8}$ -inch..... do.	14		.33	.43	a 3.92	.35	20
21	$\frac{1}{4}$ -inch..... do.	13		.44	.56	a 4.83	.46	21
22	1-inch..... do.	11		.55	.70	a 5.11	.60	22
23	1 $\frac{1}{4}$ -inch..... do.	3		.65	.85	a 4.65	.68	23
24	1 $\frac{1}{2}$ -inch..... do.	3		.80	1.05	a 2.06	.85	24
25	2-inch..... do.	5		1.10	1.41	a 4.64	1.15	25
26						.92		26
27	Vises, pipe, malleable iron, to hold $\frac{1}{2}$ to 2-inch pipe..... No.	8			2.06		1.80	27
28	Wrenches, pipe:							
28	10-inch..... do.	40	.70	.57	.99		.79	28
29	18-inch..... do.	47	.75	1.10	1.75		.76	29
30			1.24				1.55	30
31			1.34				1.50	31

a For the lot.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	
			James B. Clow & Sons.	Sunderland Crombie Co.	Albert D. Sanders.	Asahel T. Bennett.		Illinois Malleable Iron Co.
			Chi-cago.	Oma-ha.	Not stated.			Chi-cago.
<i>Pipe fittings.</i>								
	Bibbs, lever handle, plain, finished, for iron pipe:							
1	½-inch.....No.	56 .76		.42½	.5415	a 4.70	1	
2	¾-inch.....do.	117 1.06		.61½	.7820	a 6.80	2	
3	1-inch.....do.	71 1.60		.97½	1.2336	a 10.70	3	
	Bibbs, lever handle, plain, finished, for lead pipe:							
4	½-inch.....No.	12 .76		.55		a 4.70	4	
5	¾-inch.....do.	13 1.06		.80		a 6.80	5	
6	1-inch.....do.	3 1.60		1.25		a 10.70	6	
	Bibbs, compression, plain, finished, for iron pipe:							
7	½-inch.....No.	257 .47	.27½	.335	.4325	a 3.40	7	
8	¾-inch.....do.	377 .74	.41½	.52	.6651	a 5.22	8	
9	1-inch.....do.	41 1.46	.90	1.05	1.33	a 10.45	9	
	Bibb, compression, plain, finished, for lead pipe:							
10	½-inch.....No.	1 .47	.26	.40		a 3.40	10	
11	¾-inch.....do.	6 .74	.375	.70		a 5.22	11	
12	1-inch.....do.	1 1.46	.79	1.25		a 10.45	12	
	Boiler elbows, with unions, malleable iron, bent, male:							
13	½-inch.....No.	27 .26		.18	.152	.1380	13	
14	¾-inch.....do.	85 .33		.18	.19	.1497	14	
15	1-inch.....do.	30 .33		.18	.19	.1497	15	
	Boiler couplings, with unions, malleable iron, straight, male:							
16	½-inch.....No.	46 .26		.18	.152	.1380	16	
17	¾-inch.....do.	90 .33		.18	.19	.1497	17	
18	1-inch.....do.	53 .33		.18	.19	.1497	18	
	Bushings, malleable iron:							
19	½ by ¾ inch.....do.	420 .0238		.0175	.019	5.65	19	
20	¾ by 1 inch.....do.	520 .0285		.021	.0228	8.42	20	
21	1 by 1¼ inches.....do.	400 .0333		.025	.0266	7.56	21	
22	1½ by 1½ inches.....do.	355 .0428		.0324	.0842	8.62	22	
23	1½ by 2 inches.....do.	320 .0666		.05	.0532	12.11	23	
	Caps, malleable iron, black:							
24	½-inch.....do.	130 .0219		.0186	.0185	1.45	24	
25	¾-inch.....do.	155 .035		.0297	.0296	2.64	25	
26	1-inch.....do.	114 .05½		.0445	.0445	3.92	26	
27	1½-inch.....do.	82 .07		.059	.0593	3.63	27	
28	1½-inch.....do.	72 .105		.0885	.0889	3.63	28	
29	2-inch.....do.	70 .14		.115	.1185	5.19	29	
	Caps, malleable iron, galvanized:							
30	½-inch.....do.	53 .035		.0297	.0296	.85	30	
31	¾-inch.....do.	100 .05½		.0445	.0445	2.50	31	
32	1-inch.....do.	62 .0744		.062	.0630	2.35	32	
33	1½-inch.....do.	53 .105		.0885	.0889	3.24	33	
34	1½-inch.....do.	53 .1773		.14	.1408	4.10	34	
35	2-inch.....do.	67 .224		.192	.1927	7.64	35	

α Per dozen.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.
			James B. Clow & Sons.	Albert D. Sanders.	Asabel F. Bennett.	Illinois Malleable Iron Co.	
	Couplings, wrought-iron:						
1	1-inch.....No..	123	.0236	.0205	.021	2.04	1
2	3/4-inch.....do..	167	.0838	.0295	.03	3.97	2
3	1-inch.....do..	71	.0439	.0388	.039	2.19	3
4	1 1/2-inch.....do..	100	.0574	.0509	.0508	4.04	4
5	1 1/4-inch.....do..	56	.0709		.0628	2.79	5
6	2-inch.....do..	54	.0945	.0837	.0838	3.59	6
	Couplings, wrought-iron, galvanized:						
7	1-inch.....do..	120	.0838	.0295	.03	2.85	7
8	3/4-inch.....do..	253	.0439	.0388	.039	7.81	8
9	1-inch.....do..	198	.0608	.0538	.0538	8.46	9
10	1 1/2-inch.....do..	152	.0844	.0748	.0747	9.03	10
11	1 1/4-inch.....do..	140	.1080	.0957	.0957	10.64	11
12	2-inch.....do..	155	.135	.119	.1197	14.73	12
	Couplings, R. & L., malleable-iron, black:						
13	1-inch.....do..	36	.085	.0297	.0296	.36	13
14	3/4-inch.....do..	48	.051	.0445	.0444	1.37	14
15	1-inch.....do..	54	.07	.059	.0592	2.22	15
16	1 1/2-inch.....do..	42	.1094	.092	.0926	2.96	16
17	1 1/4-inch.....do..	36	.151	.1333	.1334	3.70	17
18	2-inch.....do..	30	.221	.192	.1927	4.15	18
	Couplings, R. & L., malleable-iron, galvanized:						
19	1-inch.....No..	37	.0438	.037	.0371	.79	19
20	3/4-inch.....do..	81	.0744	.0628	.063	3.14	20
21	1-inch.....do..	52	.1094	.0845	.0926	2.96	21
22	1 1/2-inch.....do..	40	.1531	.1192	.130	4.10	22
23	1 1/4-inch.....do..	22	.2406	.1927	.2038	2.62	23
24	2-inch.....do..	32	.3281	.277	.2779	6.38	24
	Crosses, malleable-iron, black:						
25	1-inch.....do..	33	.051	.0445	.0445	1.48	25
26	3/4-inch.....do..	33	.081	.0741	.0741	1.92	26
27	1-inch.....do..	21	.1313	.111	.1112	1.63	27
28	1 1/2-inch.....do..	18	.175	.148	.1482	2.22	28
29	1 1/4-inch.....do..	18	.261	.22	.2223	2.88	29
30	2-inch.....do..	18	.431	.3705	.3705	4.21	30
	Crosses, malleable-iron, galvanized:						
31	1-inch.....do..	37	.0744	.0628	.0629	1.99	31
32	3/4-inch.....do..	52	.1094	.092	.0926	4.21	32
33	1-inch.....do..	37	.1969	.166	.1667	3.93	33
34	1 1/2-inch.....do..	50	.261	.22	.2223	9.12	34
35	1 1/4-inch.....do..	34	.3938	.333	.3335	7.52	35
36	2-inch.....do..	18	.6563	.555	.5557	6.84	36

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.
			James B. Clow & Sons.	Albert D. Sanders.	Asahel F. Bennett.	Illinois Malleable Iron Co.	
	Elbows, malleable-iron, black:						
1	1/4-inch.....No..	250	.0438	.037	.0371	5.98	1
2	3/8-inch.....do..	330	.0656	.0555	.0556	10.00	2
3	1/2-inch.....do..	234	.0962	.0815	.0815	11.26	3
4	3/4-inch.....do..	194	.1094	.092	.0926	11.78	4
5	1-inch.....do..	172	.1531	.128	.1297	13.79	5
6	2-inch.....do..	160	.2188	.185	.1853	21.44	6
	Elbows, malleable-iron, galvanized:						
7	1/4-inch.....do..	254	.0612	.051	.0519	9.43	7
8	3/8-inch.....do..	492	.084	.0741	.0741	25.19	8
9	1/2-inch.....do..	439	.14	.115	.1186	35.68	9
10	3/4-inch.....do..	252	.175	.148	.1482	27.49	10
11	1-inch.....do..	239	.264	.22	.2223	34.37	11
12	2-inch.....do..	155	.3988	.333	.3336	37.13	12
	Elbows, R. & L., malleable-iron, black:						
13	1/4-inch.....do..	18	.0547	.0445	.0445	.74	13
14	3/8-inch.....do..	18	.0820	.0628	.0629	.73	14
15	1/2-inch.....do..	60	.1203	.092	.0926	3.19	15
16	3/4-inch.....do..	42	.1368	.111	.1112	3.55	16
17	1-inch.....do..	42	.1914	.148	.1482	4.45	17
18	2-inch.....do..	36	.2735	.24	.2408	5.26	18
	Elbows, R. & L., malleable-iron, galvanized:						
19	1/4-inch.....No..	9	.0765	.....	.0556	3.99	19
20	3/8-inch.....do..	9	.1094	.....	.0741	.70	20
21	1/2-inch.....do..	34	.175	.....	.0963	2.75	21
22	3/4-inch.....do..	9	.2188	.....	.1408	.91	22
23	1-inch.....do..	9	.3281	.....	.1852	1.48	23
24	2-inch.....do..	9	.4923	.....	.3002	2.05	24
	Elbows, malleable-iron, black, side outlet:						
25	1/4-inch.....do..	18	.0438	.037	.0371	.27	25
26	3/8-inch.....do..	30	.0788	.0665	.0667	1.05	26
27	1/2-inch.....do..	18	.1312	.111	.1112	.82	27
28	3/4-inch.....do..	30	.1969	.166	.1667	2.22	28
29	1-inch.....do..	24	.264	.22	.2223	1.50	29
30	2-inch.....do..	24	.434	.3705	.3705	2.75	30
	Elbows, malleable-iron, galvanized, side outlet:						
31	1/4-inch.....No..	20	.084	.0555	.0556	.40	31
32	3/8-inch.....do..	30	.154	.092	.0926	1.05	32
33	1/2-inch.....do..	29	.264	.166	.1667	1.30	33
34	3/4-inch.....do..	18	.3988	.24	.2409	1.33	34
35	1-inch.....do..	8	.525	.333	.3335	.75	35
36	2-inch.....do..	7	.875	.555	.5557	.78	36

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.		
			James B. Clow & Sons.	Sunderland Crombie Co.	Albert D. Sanders.	Asahel F. Bennett.		Illinois Malleable Iron Co.	Harry B. Lyford.
			Chi- cago.	Oma- ha.	Not stated.			Chicago.	
	Gas service cocks, brass, female:								
1	1/2-inch No..	40	.3888	.295	.34	.3933	11.50	1	
2	1-inch do..	26	.515	.38 ⁷ / ₈	.44	.513	9.75	2	
3	1 1/2-inch do..	12	.7594	.57 ¹ / ₂	.67	.7695	6.75	3	
	Nipples, shoulder, wrought-iron, black:								
4	1/2-inch No..	209	.0219	.....	.0142	.0158	2.35	4
5	1-inch do..	260	.0281	.....	.0170	.0189	3.51	5
6	1 1/2-inch do..	195	.0406	.....	.0225	.0253	3.51	6
7	1 1/2-inch do..	192	.0531	.....	.0313	.0347	4.76	7
8	1 1/2-inch do..	161	.061	.....	.037	.0411	4.71	8
9	2-inch do..	172	.0844	.....	.051	.0569	6.97	9
	Nipples, shoulder, wrought-iron, galvanized:								
10	1/2-inch No..	145	.0343	.....	.017	.0189	1.96	10
11	1-inch do..	360	.0438	.....	.0225	.0253	6.48	11
12	1 1/2-inch do..	310	.0594	.....	.0313	.0347	7.67	12
13	1 1/2-inch do..	158	.0906	.....	.048	.0537	6.04	13
14	1 1/2-inch do..	138	.1094	.....	.0595	.0663	6.52	14
15	2-inch do..	130	.1471	.....	.076	.0853	7.90	15
	Pipe, wrought-iron, black:								
16	1/2-inch feet..	1,150	.0879	.029	.0312	2,975	32.48	16	
17	1-inch do..	1,850	.0426	.03 ¹ / ₂	.0342	3,335	59.52	17	
18	1 1/2-inch do..	4,010	.0612	.048	.0806	4,785	185.26	18	
19	1 1/2-inch do..	2,730	.0834	.066	.0693	6,525	171.87	19	
20	1 1/2-inch do..	1,870	.10	.079	.0830	7,83	141.27	20	
21	2-inch do..	1,835	.1334	.10 ¹ / ₂	.111	10,44	185.90	21	
	Pipe, wrought-iron, galvanized:								
22	1/2-inch feet..	2,155	.0474	.037	.0411	4,00	80.09	22	
23	1-inch do..	9,290	.0569	.045	.0493	4,72	411.31	23	
24	1 1/2-inch do..	4,965	.0818	.064	.0705	6,77	315.25	24	
25	1 1/2-inch do..	2,850	.1115	.08 ¹ / ₂	.0960	9,23	246.76	25	
26	1 1/2-inch do..	1,000	.1338	.105	.1154	11,07	103.90	26	
27	2-inch do..	4,895	.1784	.14	.1539	14,76	678.13	27	
	Pipe, lead, per pound:								
28	1/2-inch do..	110	.0748	.....	.0588	.....	5.88	28
29	1-inch do..	120	.0748	.....	.0588	.....	5.88	29
30	1 1/2-inch do..	120	.0748	.....	.0588	.....	5.88	30
31	1 1/2-inch do..	120	.0748	.....	.0588	.....	5.88	31
32	1 1/2-inch do..	130	.0748	.....	.0588	.....	5.88	32
33	2-inch do..	275	.0748	.....	.0588	.....	5.88	33

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.	Oma-ha.	Not stated.	Chi-cago.		
			James B. Clow & Sons.	Sunderland Crombie Co.	Albert D. Sanders.	Asahel F. Bennett.		Illinois Malleable Iron Co.
Plugs, cast iron, black:								
1	$\frac{1}{4}$ -inch.....No.	194	.007		.007	1.05	1	
2	$\frac{3}{8}$ -inch.....do.	228	.0113		.01	.0108	1.85	2
3	1-inch.....do.	150	.015		.014	.0144	1.62	3
4	$1\frac{1}{4}$ -inch.....do.	130	.0188		.0175	.018	1.76	4
5	$1\frac{3}{4}$ -inch.....do.	120	.0263		.0248	.0253	2.27	5
6	2-inch.....do.	112	.037		.036	.0361	3.03	6
Plugs, cast-iron, galvanized:								
7	$\frac{1}{4}$ -inch.....do.	109	.015		.014	.0145	1.17	7
8	$\frac{3}{8}$ -inch.....do.	209	.021		.021	.0217	3.39	8
9	1-inch.....do.	126	.03		.028	.0289	2.72	9
10	$1\frac{1}{4}$ -inch.....do.	94	.037		.036	.0361	2.54	10
11	$1\frac{3}{4}$ -inch.....do.	90	.051		.05	.0505	3.41	11
12	2-inch.....do.	90	.075		.07	.0722	4.86	12
Reducers, malleable-iron, black:								
13	$\frac{1}{2}$ by $\frac{3}{4}$ inch.....do.	93	.0438		.037	.0371	1.83	13
14	$\frac{3}{4}$ by 1 inch.....do.	94	.07		.059	.0593	3.01	14
15	1 by $1\frac{1}{4}$ inches.....do.	75	.087		.0741	.0741	2.60	15
16	$1\frac{1}{4}$ by $1\frac{3}{4}$ inches.....do.	45	.121		.1003	.1038	2.29	16
17	$1\frac{3}{4}$ by 2 inches.....do.	69	.1969		.166	.1667	5.19	17
Reducers, malleable-iron, galvanized:								
18	$\frac{1}{2}$ by $\frac{3}{4}$ inch.....do.	153	.0656		.0555	.0556	2.52	18
19	$\frac{3}{4}$ by 1 inch.....do.	214	.1094		.092	.0926	6.84	19
20	1 by $1\frac{1}{4}$ inches.....do.	150	.1531		.128	.1297	5.19	20
21	$1\frac{1}{4}$ by $1\frac{3}{4}$ inches.....do.	88	.1969		.166	.1667	4.45	21
22	$1\frac{3}{4}$ by 2 inches.....do.	77	.3281		.277	.2779	5.93	22
Stopcocks, brass, steam:								
23	$\frac{1}{2}$ -inch.....do.	114	.5313	.447	.506	.5087	4.250	23
24	1-inch.....do.	50	.7344	.619	.70	.7032	.5875	24
25	$1\frac{1}{4}$ -inch.....do.	28	1.154	.937	1.10	1.11	.9250	25
26	$1\frac{3}{4}$ -inch.....do.	24	1.515	1.277	1.44	1.45	1.2125	26
27	2-inch.....do.	23	2.28	1.927	2.17	2.19	1.8250	27
28	Straps, tinned, for $\frac{1}{2}$, $\frac{3}{4}$, 1, $1\frac{1}{4}$, $1\frac{3}{4}$, and 2 inch pipe.....doz.	35	.1313		.12			28
Tees, malleable-iron, black:								
29	$\frac{1}{4}$ -inch.....No.	135	.0481		.0407	.0408	3.55	29
30	$\frac{3}{8}$ -inch.....do.	210	.0656		.0555	.0555	7.78	30
31	1-inch.....do.	153	.1094		.092	.0927	8.52	31
32	$1\frac{1}{4}$ -inch.....do.	152	.1313		.111	.1112	12.54	32
33	$1\frac{3}{4}$ -inch.....do.	115	.1969		.166	.1667	11.53	33
34	2-inch.....do.	91	.267		.22	.2225	15.24	34

α Per pound.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denotes rates

at which contracts have been awarded.]

HARDWARE—Continued.

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—Continued.	Quantity awarded.	Points of delivery.	
			Chicago.	
			James B. Clow & Sons.	The Manhattan Supply Co.
Tees, malleable iron, galvanized:				
1	1/4-inch.....No.....	195	.07	
2	1/4-inch.....do.....	395	.08 1/2	
3	1-inch.....do.....	250	.1663	
4	1 1/4-inch.....do.....	168	.2188	
5	1 1/2-inch.....do.....	140	.3063	
6	2-inch.....do.....	133	.4375	
Tees, four-way, malleable iron, black:				
7	1/4-inch.....do.....	24	.0613	
8	1/4-inch.....do.....	36	.08 1/2	
9	1-inch.....do.....	41	.1531	
10	1 1/4-inch.....do.....	24	.2188	
11	1 1/2-inch.....do.....	24	.35	
12	2-inch.....do.....	24	.5469	
Tees, four-way, malleable iron, galvanized:				
13	1/4-inch.....do.....	16	.12 1/2	
14	1/4-inch.....do.....	25	.175	
15	1-inch.....do.....	11	.3063	
16	1 1/4-inch.....do.....	8	.43 1/2	
17	1 1/2-inch.....do.....	8	.70	
18	2-inch.....do.....	12	1.094	
Valves, gate, high pressure:				
19	1/4-inch.....do.....	125	2.40	.43
20	1/2-inch.....do.....	189	3.10	.57
21	1-inch.....do.....	148	3.78	.82
22	1 1/4-inch.....do.....	69	5.50	1.17
23	1 1/2-inch.....do.....	60	6.88	1.67
24	2-inch.....do.....	64	10.31	2.47
Valves, globe, high pressure:				
25	1/4-inch.....do.....	41	1.10	.52
26	1/2-inch.....do.....	162	1.53	.70
27	1-inch.....do.....	100	2.15	.99
28	1 1/4-inch.....do.....	55	2.95	1.40
29	1 1/2-inch.....do.....	49	4.25	2.00
30	2-inch.....do.....	52	6.38	3.00
<i>Hose goods.</i>				
Couplings, hose:				
31	1/4-inch.....do.....	180	.08	
32	1/2-inch.....do.....	1	.36	
33	1 1/4-inch.....do.....	9	.51	
34	2-inch.....do.....	28	.875	
35	2 1/4-inch.....do.....	5	1.75	

*"Only" on all bids.

Number.	Points of delivery.						Number.	
	St. Louis.	Omaha.	Not stated.		Chicago.	St. Louis.		Chicago.
	Handlen Buck Manufacturing Co.	Sunderland Crombie Co.	Albert D. Sanders.	Asahel F. Bennett.	Illinois Malleable Iron Co.	Harry B. Lyford.		Simmons Hardware Co.	William D. Allen.
Tees, malleable iron, galvanized:								
1			.059	.0593	8.00			
2			.0741	.0741	24.62			
3			.14	.1408	21.32			
4			.185	.1853	22.67			
5			.259	.2594	28.42			
6			.3705	.37	36.53			
Tees, four-way, malleable iron, black:								
7			.051	.0519	1.03			
8			.0741	.0741	1.27			
9			.128	.13	3.65			
10			.185	.1853	2.83			
11			.296	.2964	3.28			
12			.463	.4631	6.29			
Tees, four-way, malleable iron, galvanized:								
13				.1038	1.00			
14				.1482	1.31			
15				.26	1.44			
16				.3706	1.31			
17				.5928	1.96			
18				.9262	3.93			
Valves, gate, high pressure:								
19	*.40	.924	.41	.37	175.64			
20	.53	1.23 1/2	.52	.50	282.79			
21	.78	1.569	.74	.71	344.47			
22	1.08	2.24	1.05	1.00	223.69			
23	1.56	2.968	1.50	1.43	289.28			
24	2.34	4.368	2.20	2.14	532.00			
25	.30	.576	.33	.48	40.90			
26	.38	.79 1/2	.44	.66	215.46			
27	.56	1.08	.60	.84	199.50			
28	.78	1.44	.90	1.20	150.87			
29	1.08	1.98	1.30	1.65	179.22			
30	1.65	3.15	1.78	2.625	276.64			
31			1.55					
Valves, globe, high pressure:								
31		.057	.10			.06	.055	
32		.238	.30				.24	
33		.33 1/2	.36				.39	
34		.57	.65				.68	
35		1.14	1.50				1.15	
36								
37								
38								
39								
40								
41								
42								
43							.055	
44							.24	
45							.34	
46							.58	
47							1.15	

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Robert H. Vanschaack.	Meyer Bros. Drug Co.	Billings Clapp Co.
			Chicago.	Chicago or St. Louis.	New York or Chicago.
MEDICINES—continued.					
Solid extracts, U. S. P.—Continued.					
1	Colocynth, compound, powdered, in 8-ounce bottles, oz.	8	.09½	.10	
2	Gentian, alcoholic, in 1-ounce jarsoz.	16	.08		
3	Hyoscyamus, alcoholic, in 1-ounce jarsdo.	40	.11		
4	Licorice, in sticksdo.	1,330	.01½	.01½	
5	Nux vomica, alcoholic, powdered, in 1-ounce bottlesoz.	34	.11	.12	
Hypodermic tablets:					
6	Apomorphine, hydrochlorate, ⅙ grain, in tubes of 25, tube.	190	.06	.05	.057
7	Atropia, sulphate, ⅙ grain, in tubes of 25tube.	275	.02½	.02	.02
8	Cocaine, hydrochlorate, ⅙ grain, in tubes of 25do.	370	.08	.06½	.075
9	Morphia, ⅙ grain, atropine, ⅙ grain, in tubes of 25, tube.	722	.05	.05	.05
10	Morphia, sulphate, ⅙ grain each, in tubes of 25tube.	645	.03½	.03½	.034
11	Nitroglycerin, ⅙ grain, in tubes of 25do.	370	.02½	.02	.02
12	Pilocarpine, hydrochlorate, ⅙ grain, in tubes of 25, tube.	145	.11½	.10	.13
13	Strychnine, sulphate, ⅙ grain, in tubes of 25tube.	748	.02½	.02	.02
Oils:					
14	Anise, in 1-ounce bottlesoz.	100	.12½	.10	.12
15	Castor, cold-pressed, in 32-ounce bottlesbottles.	1,365	.30½	.28½	.335
16	Cinnamon (cassia), in 2-ounce bottlesoz.	200	.07½	.06½	.065
17	Cloves, in 2-ounce bottlesdo.	732	.07	.05½	.05½
18	Cod-liver, Norwegian, in 1-pint bottlesbottles.	3,025	.59	.46	
19	Croton, in 1-ounce bottlesoz.	57	.117	.07½	.08
20	Cubebs, in 4-ounce bottlesdo.	252	.08½	.07	.08½
21	Lemon, in 4-ounce bottlesdo.	213	.08	.05½	.06
22	Linseed, raw, in pint bottlesbottles.	695	.12	.10	
23	Male fern, ethereal, in 2-ounce bottlesoz.	195	.21½	.13½	
24	Olive, pure salad, in one-pint bottlesbottles.	1,405	.28	.28	.287
25	Origanum, in 1-pound bottleslbs.	215	.61	.21	.22
26	Peppermint, in 4-ounce bottlesoz.	685	.32	.24	.24½
27	Sandalwood, in 4-ounce bottlesdo.	425	.24½	.25	.23
28	Sassafras, in 1-pound bottleslbs.	200	.56	.55	.49
29	Turpentine, in 32-ounce bottlesbottles.	1,150	.25	.21	
Pills:					
30	Aloes and asafetida, U. S. P., in bottles of 100do.	222	.08½	.07½	.08½
31	Aloes and myrrh, U. S. P., in bottles of 100do.	215	.08½	.07½	.08½
32	Aloes and mastic, U. S. P., in bottles of 100do.	155	.09½	.07½	.09½
33	Camphor and opium (camphor, 2 grains; opium, 1 grain), in bottles of 100 eachbottles.	275	.15	.15½	.15½
34	Compound cathartic, U. S. P., in bottles of 500do.	575	.34	.34	.39
35	Iron carbonate, U. S. P., in bottles of 100do.	390	.07	.06½	.06½
36	Mercury (green iodide), ⅙ grain each, in bottles of 100bottles.	425	.07	.06	.06½
37	Sulphate of quinine (compressed tablets), 3 grains each, in bottles of 100bottles.	1,635	.26½	.27	
Tinctures:					
38	Aconite, rad., U. S. P., in 8-ounce bottlesoz.	1,140	.03	.02½	.022

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.									
	Abram L. Hirsh.	Theodore Weicker.	Moffitt West Drug Co.	J. S. Merrill.	E. E. Bruce & Co.	Harry S. Weller.	Apfel-Murdoch Co.	Parke, Davis & Co.	Lyman Eitel Drug Co.	
	New York.	New York or Chicago.	St. Louis.	Omaha.	Chicago.	Chicago, New York, or St. Louis.	Chicago or St. Louis.			
			.06½		.10	.144	.09			1
			.12½		.08	.12	.08½			2
			.15½		.13½	.22	.10½			3
			.01½		.01½	.01½				4
			.21		.12	.30	.13			5
			.12		.04	.14	.061			6
			.09		.02½	.07½	.02½			7
			.10		.07½	.21	.06			8
			.10		.04½	.11½	.05½			9
			.09		.03½	.08	.03			10
			.07		.021	.07½	.02½			11
			.28½		.125	.35	.11			12
			.07		.021	.07½	.02½			13
			.10	.09	.11	.09				14
			.27½	.31	.34	.30				15
			.05	.06	.06	.07				16
			.08	.05	.06	.06½				17
			.08	.05	.06	.06½				18
			.11	.08	.11	.07½		.70		19
			.09	.08	.11	.10				20
			.09	.065	.07	.10				21
			.05½	.055	.07	.06½				22
			.12	.105	.11	.12				23
			.14½	.125	.13	.13				24
			.27½	.28	.28	.20				25
			.61	.21	.32	.19				26
			.22½	.21	.23	.25				27
			.25½	.22	.19	.24		.22		28
			.48	.48	.50	.45				29
			.225	.21		.20				30
			.12½			.08	.14½	.09		31
			.12½			.08	.15	.07½		32
			.11½			.09	.18	.08½		33
			.21			.16	.28	.15½		34
			.46			.30	.64	.40		35
			.13½			.08	.17	.06½		36
			.16			.06	.12	.06½		37
			.31½			.26	.31	.26½		38
			.02½	.03		.02½		.03	.04½	

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Chicago.	Chicago or St. Louis.	New York or Chicago.
			Robert H. Vanschaaek.	Meyer Bros. Drug Co.	Billings Clapp Co.
MEDICINES—continued.					
Tinctures—Continued.					
1	Arnica, U. S. P., in 32-ounce bottles..... bottles..	510	.49	.585	
2	Belladonna, U. S. P., in 4-ounce bottles..... oz..	550	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	
3	Cannabis indica, U. S. P., in 8-ounce bottles..... do..	185	.04	.047	
4	Cantharides, U. S. P., in 4-ounce bottles..... do..	350	.03 $\frac{1}{2}$	.035	
5	Digitalis, U. S. P., in 4-ounce bottles..... do..	950	.02 $\frac{1}{2}$	.02	
6	Gelsemium, U. S. P., in 4-ounce bottles..... do..	340	.03	.027	
7	Gentian, compound, U. S. P., in 1-pound bottles.. lbs.	595	.26	.277	
8	Guaiac, ammoniated, U. S. P., in 8-ounce bottles.. oz.	490	.03	.028	
9	Iodine, U. S. P., in 1-pound g. s. bottles..... lbs.	245	.69	.677	
10	Chloride of iron, U. S. P., in 1-pound g. s. bottles.. do..	170	.38	.387	
11	Myrrh, U. S. P., in 8-ounce bottles..... oz.	555	.03 $\frac{1}{2}$	.03	
12	Nux vomica, U. S. P., in 8-ounce bottles..... do..	1,835	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	
13	Opium, camphorated, U. S. P., in 1-pound bottles, pounds.....	755	.27	.289	
14	Opium, U. S. P. (laudanum), in 1-pound bottles.. lbs.	265	.70	.677	
15	Opium, deodorized, U. S. P., in 8-ounce bottles.. oz.	945	.04 $\frac{1}{2}$	.04	
16	Veratrum viride, U. S. P., in 4-ounce bottles..... do..	240	.03 $\frac{1}{2}$	.037	
17	Strophanthus, U. S. P., in 4-ounce bottles..... do..	375	.04 $\frac{1}{2}$	.04	
Powdered, select:					
18	Aloes, socotrina, in 8-ounce bottles..... do..	45	.05	.02 $\frac{1}{2}$	
19	Capsicum (cayenne pepper), in 1-pound bottles.. lbs.	65	.22	.21	
20	Ipecac, in 8-ounce bottles..... oz.	80	.14	.09 $\frac{1}{2}$	
21	Jalap, in 4-ounce bottles..... do..	100	.02 $\frac{1}{2}$	.02	
22	Licorice root, in 8-ounce bottles..... do..	355	.01 $\frac{1}{2}$	.01 $\frac{1}{2}$	
23	Opium, in 8-ounce bottles..... do..	180	.27	.24	
24	Powder of opium, compound, U. S. P. (Dover's powder), in 8-ounce bottles..... oz.	590	.07	.05 $\frac{1}{2}$	
25	Rhubarb, in 4-ounce bottles..... do..	195	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	
Miscellaneous:					
26	Acetanilid, compound, 5-grain tablets (100 in bottle). Formula: 3 $\frac{1}{2}$ grains acetanilid, $\frac{3}{8}$ grain bicarbonate of soda, $\frac{1}{8}$ grain bromide of soda, and $\frac{1}{8}$ grain citrate of caffeine..... bottles..	1,755	.06 $\frac{1}{2}$	.06	.054
27	Alcohol, U. S. P., in 32-ounce bottles..... do..	1,630	.70	.74	
28	Alum, powdered, in 1-pound bottles..... lbs.	172	.09 $\frac{1}{2}$	.08	
29	Ammonium, bromide of, in 8-ounce bottles..... oz.	525	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	
30	Ammonium, carbonate of, hard lumps, in 8-ounce bottles..... oz.	730	.01 $\frac{1}{2}$	.01 $\frac{1}{2}$	
31	Ammonium, chloride of, granulated, pure, in 1-pound bottles..... lbs.	250	.15 $\frac{1}{2}$	.16	.177
32	Amyl, nitrite, pearls of (5 drops each), in bottles of 25..... bottles.	80	.65		
33	Antimony and potassium, tartrate of, U. S. P. (tartar emetic), 1-ounce bottles..... oz.	47	.04 $\frac{1}{2}$	.03 $\frac{1}{2}$	
34	Antipyrine..... do..	340	.18	.15 $\frac{1}{2}$	
35	Bismuth, subnitrate of, U. S. P., in 8-ounce bottles, ounces.....	2,410	.14	.13 $\frac{1}{2}$	.136
36	Borax, powdered, in 1-pound bottles..... lbs.	390	.14	.15 $\frac{1}{2}$	
37	Bromine, in 1-ounce g. s. bottles..... oz.	25	.15 $\frac{1}{2}$	.15	
38	Cerate, blistering, in 1-pound jars, with cover... lbs.	35	.48	.45	
39	Cerate, resin, in 1-pound jars, with cover..... do..	160	.33	.21	

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.							Number.
	New York.	New York or Chicago.	St. Louis.	Omaha.	Chicago, New York, or St. Louis.	Chicago or St. Louis.		
	Abram L. Hirsh.	Theodore Weicker.	Moffitt West Drug Co.	J. S. Merrill.	E. E. Bruce & Co.	Harry S. Weller.	Parke, Davis & Co.	
			.46 $\frac{1}{2}$		.44	.55	.52	1
			.02		.02	.03 $\frac{1}{2}$	.02 $\frac{1}{2}$	2
			.03		.05	.05 $\frac{1}{2}$	.04	3
			.03 $\frac{1}{2}$		.03	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	4
			.02		.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	5
			.03 $\frac{1}{2}$		.03	.03	.03	6
			.02		.28	.32	.36	7
			.21 $\frac{1}{2}$		.03	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	8
			.61		.70	.70	.72	9
			.28 $\frac{1}{2}$		.38	.37	.42	10
			.02 $\frac{1}{2}$		.03	.03	.03 $\frac{1}{2}$	11
			.02		.02 $\frac{1}{2}$	.02 $\frac{1}{2}$	.03	12
			.24		.27	.28	.32	13
			.51		.69	.70	.66	14
			.03 $\frac{1}{2}$		.04 $\frac{1}{2}$	.04	.04 $\frac{1}{2}$	15
			.03 $\frac{1}{2}$		.03 $\frac{1}{2}$	.04	.04 $\frac{1}{2}$	16
		.06 $\frac{1}{2}$	.04		.04	.04 $\frac{1}{2}$	.03 $\frac{1}{2}$	17
			.02	.03	.02 $\frac{1}{2}$			18
	23		.18 $\frac{1}{2}$	.20	.23			19
			.07 $\frac{1}{2}$	.10	.12 $\frac{1}{2}$			20
			.01 $\frac{1}{2}$	.02	.02 $\frac{1}{2}$			21
			.01 $\frac{1}{2}$	.01 $\frac{1}{2}$	.01 $\frac{1}{2}$			22
	24		.13 $\frac{1}{2}$	.25	.26			23
		.069	.04 $\frac{1}{2}$	.065	.06 $\frac{1}{2}$	.057		24
			.02 $\frac{1}{2}$	.02	.02 $\frac{1}{2}$			25
			.07 $\frac{1}{2}$		.06 $\frac{1}{2}$	.06 $\frac{1}{2}$		26
			.72	.75	.70			27
			.07 $\frac{1}{2}$	.09	.08			28
	.08	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$	.03 $\frac{1}{2}$			29
	.01 $\frac{1}{2}$	.02	.01 $\frac{1}{2}$	.015	.01 $\frac{1}{2}$			30
	.19	.12 $\frac{1}{2}$	.21	.17	.22			31
				.17		.40		32
		.05 $\frac{1}{2}$	.03	.05	.06			33
		.16	.20	.15	.17			34
		.13 $\frac{1}{2}$	.15	.135	.15			35
	.125	.17	.12 $\frac{1}{2}$	.14	.12 $\frac{1}{2}$			36
		.14	.16	.15	.17			37
		.35	.65	.58	.40	.49	.52	38
		.15 $\frac{1}{2}$	.40	.35	.20	.24	.24	39

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Points of delivery.		
			Chicago.	New York or Chicago.	
MEDICINES—continued.					
1	Miscellaneous—Continued.				
	Cerate, simple (ointment), in 1-pound jars, with cover lbs.	142	.35	.33	
2	Chalk, prepared, in 8-ounce bottles oz.	675	.01½	.01½	
3	Chloral, hydrate of, granulated, in 4-ounce g. s. bottles oz.	500	.08½	.08	
4	Chlorodyne, in 8-ounce g. s. bottles do.	1,280	.05½	.05	
5	Chloroform, purified, in 1-pound bottles, securely corked, with glass stopper attached separately (specify brand bid on) lbs.	465	.69	.55	
6	Cocaine, hydrochlorate, in ¼-ounce bottles oz.	35	4.35	4.15	
7	Cocculus indicus do.	580	.01	.00½	
8	Cocoa butter, in ¼-pound cakes lbs.	83	.38	.37	
9	Collodion, in 2-ounce bottles oz.	515	.06½	.06	.054
10	Copaiba, balsam of, in 1-pound bottles lbs.	115	.51	.52	.51
11	Copper, sulphate of, in 4-ounce bottles oz.	315	.02	.01½	
12	Creosote, beechwood, in 1-ounce bottles do.	575	.09½	.07	
13	Digitalis leaves, in 1-ounce packages do.	47	.01½	.02	
14	Ergotine, (tablets of, 2-grain, in bottles of 100. bottles do.	190	.18½	.177	
15	Ether, sulphate, stronger for anaesthesia, in 1-pound tins (specify brand bid on) lbs.	200	.68	.68½	.67
16	Glycerin, pure, in 1-pound bottles do.	1,600	.20½	.20½	
17	Gum arabic, powdered, pure, in 1-pound bottles. do.	50	.29	.30	.29
18	Gum asafetida, in tins oz.	395	.03½	.02½	
19	Gum camphor, in 1-pound tins lbs.	425	.64	.64	
20	Hydrogen, peroxide, in 1-pound bottles, rubber cork lbs.	675	.22	.18½	.182
21	Iodine, resublimed, in 2-ounce g. s. bottles oz.	65	.21½	.22	.21½
22	Iodoform, powdered, in 4-ounce bottles do.	1,060	.21	.22	.20½
23	Iron, ammoniated, citrate of, in 8-ounce bottles. do.	145	.03½	.03½	.035
24	Iron, pyrophosphate, in 4-ounce bottles do.	50	.03½	.03½	.04
25	Iron, reduced, in 1-ounce bottles do.	13	.07½	.05	.08
26	Iron, dried, sulphate of, c. p., in 4-ounce bottles. do.	70	.02	.01½	.02½
27	Iron and quinine, soluble citrate of, in 4-ounce bottles oz.	360	.10	.09½	.09½
28	Lead, acetate of, gran., pure, in 1-pound bottles. lbs.	90	.21	.16	.21
29	Lithium, carbonate, in 1-ounce bottles oz.	125	.14	.10	.14
30	Lycopodium, in 4-ounce bottles oz.	200	.04½	.05	.04½
31	Magnesia, carbonate, in 4-ounce papers oz.	555	.00½	.00½	.00½
32	Magnesia, heavy calcined, in 4-ounce bottles do.	120	.04	.04	.04½
33	Magnesia, sulphate of, in 10-pound tins, wrapped in strong paper, securely tied lbs.	3,735	.029	.03½	.03
34	Mercury, ammoniated (white precipitate) oz.	140	.06½	.07	.11½
35	Mercury with chalk, in 4-ounce bottles do.	120	.03½	.03½	.03½
36	Mercury, cor. chlo. of, pure (corrosive sublimate), in 4-ounce bottles oz.	780	.06½	.06	.06½
37	Mercury, pill of, U. S. P. (blue mass), in 1-pound jars lbs.	30	.52	.52	.52
38	Mercury, mild chloride of, U. S. P. (calomel), in 4-ounce bottles oz.	1,075	.06½	.06½	.064
39	Mercury, red oxide of, powdered, in 1-ounce bottles oz.	140	.10	.08½	.08½
40	Mercury, yellow oxide of, powdered, in 1-ounce bottles oz.	180	.12	.09½	.09½
41	Mercury, yellow sulph., powdered, in 1-ounce bottles oz.	20	.09½	.08	.10

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.							Number.
	Points of delivery.							
	New York.	New York or Chicago.	St. Louis.	Omaha.	Chicago, New York, or St. Louis.	Chicago or St. Louis.		
			.24½	.59	.30	.33	.30	1.
			.00½	.00½	.01½			2.
		.08½	.09½	.08	.09	.06½		3.
								4.
			.77	.70	.70	.56		5.
	4.25	3.75	4.00		4.40	3.30		6.
			.00½		.01			7.
		.375	.38	.37	.36			8.
		.05½	.06	.09	.07			9.
		.44½	.50	.49	.43			10.
		.02½	.015	.02	.02½			11.
		.10	.10½	.09	.10			12.
		.02	.02	.02	.02	.02		13.
					.18	.19		14.
		.73½	.68		.67			15.
	.20	.25	.20½	.19	.22	.21½		16.
			.33½	.32	.36			17.
			.02	.02½	.03			18.
			.66½	.63	.63			19.
		.23	.20	.23	.22			20.
		.24	.21½	.23	.22			21.
		.20	.21	.22	.21			22.
		.035	.03½	.03½	.04			23.
		.04	.035	.03½	.04½			24.
		.08	.08	.07½	.08			25.
		.02	.02½	.01½	.02½			26.
	.09½	.10½	.09½	.10	.10½			27.
	.21	.23	.21	.20	.22			28.
	.14	.15½	.14	.11	.14			29.
		.04½	.04½	.045	.05½			30.
		.00½	.00½	.00½	.01			31.
	.05	.05½	.04		.04½			32.
		.02½	.03	.03	.03			33.
	.10	.11½	.105	.10	.105			34.
	.03½	.03½	.03½	.035	.03½			35.
	.06½	.07	.06	.07	.06½			36.
	.52	.52	.46	.49	.52			37.
	.06½	.07½	.065	.09	.07			38.
	.10	.10½	.095		.10			39.
	.12	.12½	.12	.11	.17			40.
	.09½	.10½	.09		.10			41.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Chicago.	Chicago or St. Louis.	New York or Chicago.
			Robert H. Van Schaack.	Meyer Bros. Drug Co.	Billings Clapp Co.
MEDICINES—continued.					
Miscellaneous—Continued.					
1	Morphia, sulphate of, in 1-ounce bottles.....oz.	45	2.39	2.10	2.22
2	Ointment, mercurial, U. S. P., in 1-pound pots, with cover.....lbs.	460	.59	.50	.498
3	Ointment of nitrate of mercury, U. S. P. (citrate ointment), in 8-ounce pots, with cover.....oz.	535	.024	.04	
4	Oleate of mercury, 10 per cent, in 8-ounce bottles.....oz.	830	.044	.03	
5	Pepsin, pure, ¹ / ₁₀₀ flakes, in 1-ounce bottles.....do.	375	.16	.175	
6	Pepsin, sacch., U. S. P., in 4-ounce bottles.....do.	1,480	.044	.03	
7	Petrolatum, 120° F., light colored, in 1-pound cans.....lbs.	3,950	.07	.09	.07
8	Podophyllum, resin of, in 1-ounce bottles.....oz.	27	.20	.17	
9	Potassium, acetate of, in 1-pound bottles.....lbs.	100	.21	.20	
10	Potassium, bicarb., in 1-pound bottles.....do.	75	.21	.16	
11	Potassium, bitar. of, pure, powdered (cream of tartar), in 1-pound bottles.....lbs.	190	.35	.335	
12	Potassium, bromide of, gran., in 8-ounce bottles.....oz.	1,370	.024	.02	.027
13	Potassium, caustic, in 1-ounce bottles.....do.	29	.064	.035	
14	Potassium, chlorate of, powdered, in 1-pound bottles.....lbs.	215	.20	.145	
15	Potassium, iodide of, gran., in 1-pound bottles.....do.	135	2.20	2.13	2.117
16	Potassium, nitrate of (saltpeter), powdered, in 1-pound bottles.....lbs.	90	.115	.125	
17	Potassium, permanganate of, in 2-ounce bottles.....oz.	365	.034	.02	
18	Potassium and sodium tartrate (rochelle salt), powdered, in 1-pound bottles.....lbs.	580	.26	.27	
19	Quinia, sulphate of, in 1-ounce bottles (specify brand bid on).....oz.	1,335	.345	.31	
20	Salol, in 5-grain tablets (100 in bottle).....bottles.	*750	.145	.13	.104
21	Santonine, in 1-ounce bottles.....oz.	55	.47	.48	
22	Senna leaves, in 1-pound packages.....lbs.	275	.105	.11	
23	Silver, nitrate, fused, in 1-ounce bottles.....oz.	45	.39	.385	
24	Silver, nitrate, crystals, in 1-ounce bottles.....do.	58	.39	.365	
25	Sodium, bicarbonate, powdered, in 1-pound bottles.....lbs.	360	.085	.075	
26	Sodium, bromide, gran., in 8-ounce bottles.....oz.	1,015	.08	.025	.034
27	Sodium, phosphate, in 4-ounce bottles.....do.	1,595	.02	.014	.017
28	Sodium, salicylate, powdered, in 8-ounce w. m. bottles.....oz.	2,405	.03	.03	.029
29	Solution of ammonia, 10 per cent, in 32-ounce g. s. bottles.....bottles.	935	.20	.22	.194
30	Solution, arsenite of potassa, U. S. P. (Fowler's solution), in 8-ounce bottles.....oz.	1,085	.01	.01	
31	Solution iodide of arsenic and mercury, U. S. P. (Donovan's solution) in 8-ounce bottles.....oz.	385	.014	.014	
32	Solution subsulphate of iron, U. S. P., in 4-ounce g. s. bottles.....oz.	235	.11	.03	
33	Spirits ammonia, aromatic, U. S. P., in 1-pound g. s. bottles.....lbs.	210	.41	.365	.364
34	Spirits ether, comp., U. S. P. (Hoffman's anodyne), in 1-pound bottles, securely corked, with glass stopper attached separately.....lbs.	95	.72	.79	
35	Spirits ether, nitrous, U. S. P. (sweet spirits of niter), in 1-pound bottles, securely corked, with glass stopper attached separately.....lbs.	325	.50	.60	.49
36	Spirits lavender, compound, U. S. P., in 1-pound bottles.....lbs.	95	.36	.34	.337
37	Strychnia, sulphate, powdered, in 1-ounce bottles.....oz.	35	.89	.80	.88
38	Sulfonal, 5-grain tablets (100 in bottle).....bottles.	140	1.59	1.65	1.57

*No award.

Number.	Points of delivery.										Number.
	Abram L. Hirsh.	Armour & Co.	Theodore Weicker.	Cudahy Packing Co.	Moffitt West Drug Co.	J. S. Merrill.	E. E. Bruce & Co.	Harry S. Weller.	Parke, Davis & Co.	Lyman Eliel Drug Co.	
	New York.	Chicago, St. Louis, or New York. (f. o. b.)	New York or Chicago.	Chicago.	St. Louis.	Omaha.	Chicago, New York, or St. Louis.	Chicago or St. Louis.			
1			2.40		2.35	2.16		2.30			1
2					.575	.54	.55	.555			2
3					.014	.035	.04	.044		.025	3
4					.044	.04		.044	.07	.50	4
5				.10	.194			.24	.20		5
6					.044			.034	.035		6
7					.054			.075			7
8					.23			.15	.15		8
9			.19		.217	.20	.21	.21	.21		9
10			.19		.217	.19	.18	.21	.21		10
11					.35	.33	.32	.34	.34		11
12					.025	.025	.03	.034	.034		12
13					.054	.06	.05	.07	.07		13
14					.20	.18	.16	.19	.19		14
15	.15		2.13		2.34	2.13	2.13	2.15			15
16					.11	.15	.15	.175	.175		16
17					.034	.024	.03	.035	.035		17
18					.28	.26	.24	.25	.25		18
19					.34	.33		.33			19
20					.204	.44		.165	.15		20
21					.505	.44	.44	.45			21
22					.11	.11		.11			22
23					.437	.40		.39			23
24				.36	.404	.39		.36			24
25	.065				.12	.17	.13	.18			25
26					.024	.024	.03	.034			26
27					.014	.044	.015	.024			27
28					.034	.034	.03	.034			28
29					.20	.23		.22			29
30					.014	.015	.02	.01	.014	.01	30
31					.014	.014	.03	.015	.015	.015	31
32					.024	.03	.03	.03			32
33					.39	.52	.58	.38		.45	33
34					1.034	.90	.85	.95			34
35					.614	.50	.58	.48			35
36					.324	.34		.35	.38	.40	36
37					.85	.974	.85	.95	1.65		37
38								.98			38

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.				
			William H. Hamilton.	Robert H. Van Schaack.	Meyer Bros. Drug Co.	Billings Clapp Co.	Abram L. Hirsh.
			New York.	Chicago.	Chicago or St. Louis.	New York or Chicago.	New York.
MEDICINES—continued.							
Miscellaneous—Continued.							
1	Sulphur, washed, in 1-pound bottles... lbs.	475	.11	.10		.085	
2	Sirup hypophos, lime, soda and potash, U. S. P., in 1-pound bottles... lbs.	2,480	.19	.17	.185		
3	Sirup iodide of iron, U. S. P., in 1-pound bottles... lbs.	385	.37½	.36	.375		
4	Sirup squill, U. S. P., in 1-pound bottles, lbs	1,395	.13	.10			
5	Sirup wild cherry, U. S. P., in 32-ounce bottles... bottles.	1,880	.33	.23	.26		
6	Tolu balsam, in 4-ounce jars... oz.	82	.039	.4			
7	Wine colchicum, rad., U. S. P., in 1-pound bottles... lbs.	60	.239	.24	.235		
8	Zinc, acetate of, in 2-ounce bottles... oz.	50	.035	.02½			
9	Zinc, oxide of, in 8-ounce bottles... do.	1,535	.025	.01			
10	Zinc, phosphide, in 1-ounce g. s. bottles, oz	9	.17	.17			
11	Zinc, sulphate of, in 8-ounce bottles... oz.	630	.01½	.01			
INSTRUMENTS.							
12	Aspirators... No.	8	6.50				
13	Atomizers, C. & S., No. 5, with shield... do.	15		1.98			
14	Atomizers, hand... do.	263		.30			
15	Bedpans... do.	82		.47			
Binder's boards:							
16	2½ by 12 inches... pieces.	245					
17	4 by 17 inches... do.	165					
18	Bougies, flexible, hard and soft, assorted sizes, No... do.	303		.04			
19	Breast pumps... No.	147		.14			
Cases:							
20	Field, operating... do.	4	31.50				
21	Operating (minor)... do.	7	16.50				
22	Pocket... do.	20	4.70				
23	Stomach pump and tube... do.	10		.30			
24	Tooth extracting... do.	9	7.00				
25	Catheters, flexible, assorted sizes... do.	455		.10			
26	Cupping glasses, assorted sizes... do.	20		.23			
27	Felt, for splints... sq. yds.	15		3.99			
28	Lancet, thumb... No.	13					
Needles:							
29	Surgical, assorted... doz.	70					
30	Upholsterer's... No.	12					
31	Obstetrical forceps... do.	4	2.25				
32	Powder blower, for larynx... do.	60		.30			
33	Probangs... do.	170		.035			
Scissors:							
34	4-inch... do.	33					
35	6-inch... do.	36					
36	Speculum for the ear... do.	9					
37	Speculum for the rectum... do.	4	.75				
38	Speculum for the vagina, bivalve... do.	7	.70				
39	Splints, assorted sizes... doz.	16					
40	Sponge holders for throat... No.	14					
41	Stethoscopes, Camman's double... do.	13					
Syringes:							
42	Davidson's self-injector... do.	180		1.04			
43	Ear, glass... doz.	145		.26			

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.												
	Seabury & Johnson.	Theodore Weicker.	Daniel R. Noyes.	Moffitt West Drug Co.	William F. Keller.	J. S. Merrill.	E. E. Bruce & Co.	Harry S. Weller.	A. M. Foster Co.	Parke, Davis & Co.	Lyman Eitel Drug Co.	Whitall Tatum Co.	
	Chicago and Omaha.	New York or Chicago.	Chicago.	St. Louis.	Chicago.	St. Louis.	Omaha.	Chicago.	New York, Chicago, or St. Louis.	Chicago or St. Louis.	Chicago.		
1				.16½		.14	.12						1
2				.145			.19		.16½	.18			2
3				.35		.37	.38		.37½	.30			3
4				.10			.15		.12½	.13			4
5				.26½		.04	.28		.27½	.24			5
6				.08½									6
7				.21½			.24		.23½	.25			7
8			.03½	.04		.03	.025	.03½					8
9			.01½	.03		.02½	.01½	.02½					9
10			.18	.185		.17	.17						10
11			.01½	.005		.015	.02	.01½					11
12				5.50									12
13													13
14			.32	.33	.33		.30	.29				.25	14
15				.50								.54	15
16				.01½									16
17				.02½									17
18				.035								.04	18
19			.14	.15	.14		.14					.14	19
20				40.00									20
21				20.00									21
22				4.75									22
23				.95									23
24				5.25									24
25				.11½		.035		.11½				.14	25
26						.12						.04	26
27	a 4.00												27
28	b 3.95			.30									28
29				.20									29
30				.09									30
31				2.95									31
32				.03½								.30	32
33					.04	.04						.03½	33
34				.25									34
35				.61									35
36				.60									36
37				.88									37
38				.74									38
39													39
40				.26									40
41				.90									41
42													42
43					.025	.46			.30			.32	43

a Omaha delivery.

b Chicago delivery.

c English.

d Soft.

Abstract of proposals received and contracts awarded in Chicago, Ill., under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Robert M. Fair.	William H. Hamilton.	Robert H. Van Schaack.
			Chicago.	New York.	Chicago.
INSTRUMENTS—continued.					
1	Syringes:				
2	Hard rubber, 8-ounce.....No..	22			
3	Hypodermic.....do.....	55		.45	
4				.80	
5	Penis, glass, in cases.....do..	1,290			
6	Vagina, rubber.....do.....	92			
7	Tongue depressors.....do.....	18		17	
8	Tourniquets:				
9	Field.....do.....	7			
10	Screw, with pad.....do.....	3			
11	Trusses:				
12	Double.....do.....	20			
13	Single.....do.....	41			
14	Urinometers.....do.....	25			
15	Uterine dressing forceps, Emmet's.....do..	10		1.00	
16	Uterine sounds, Sim's.....do.....	6			
SURGICAL DRESSING, ETC.					
17	Bags, rubber, 2-quart, for hot water.....No..	310			.46
18	Bandages, roller, unbleached and unsized, assorted, in a pasteboard box—1 dozen, 1 inch by 1 yard; 2 dozens, 2 inches by 3 yards; 2 dozens, 2½ inches by 3 yards; 1 dozen, 3 inches by 4 yards; ¼ dozen, 3½ inches by 5 yards; 1 dozen, 4 inches by 6 yards; ¼ dozen, 4 inches by 8 yards.....boxes..	250			
19	Bandages:				
20	Rubber, Esmarch's.....No..	50			
21	Suspensory.....do.....	280			
22	Cotton, absorbent.....lbs..	1,735	.16		
23	Cotton bats.....No..	260			
24	Cotton wadding.....sheet..	550			
25	Gauze, antiseptic (bichloride), in glass; 1 and 5 yard lengths.....yd..	3,190			
26	Ligature, catgut, carbolized, three sizes, 1 yard each, in bottles.....bottles..	145			
27	Ligature:				
28	Silk.....oz..	45			
29	Silver wire.....do.....	10			
30	Lint:				
31	Picked.....lbs..	*30			
32	Patent.....do.....	235			
33	Oakum, fine, picked.....do.....	67			
34	Oiled silk, in 2-yard pieces; opaque.....yd..	238			
35	Pencils, hair (assorted sizes), in vials.....doz..	390			
36	Pins:				
37	Assorted.....paper..	*640			
38	Safety, three sizes.....doz..	910			
39	Plaster:				
40	Adhesive (Desnoix), 1 yard in a box.....yd..	120			
41	Belladonna, 1 yard in a tin.....do.....	410		.48	
42	Isinglass, silk, 1 yard in a tin.....do.....	202			
43	Mustard, 4 yards in a tin.....do.....	840			
44	Of Paris, in 6-pound tins.....lbs..	435		.03½	
45	Porous.....doz..	765		.33	
46	Rubber (Mead's), adhesive, 7 inches wide, in 1-yard rolls.....yd..	635			
47	Rubber sheeting, white.....do.....	280			
48					
49					
50					
51					
52					
53					
54					
55	Sponge, small, in strings of fifty.....string..	55		.95	
56				.50	
57	Towels.....doz..	110	.385		

* No bid.

Number.	Points of delivery.								Number.		
	Meyer Bros. Drug Co.	William Nay.	Seabury & Johnson.	Daniel R. Noyes.	Moffitt West Drug Co.	William F. Keller.	Harry S. Weller.	A. M. Foster & Co.		Whitall, Tatum & Co.	Seabury & Johnson.
	Chicago or St. Louis.	All points.	Omaha.	Chicago.	St. Louis.	Chicago.	Omaha.	Chicago.			
1	1.25					1.31		1.25		1	
2	.42					.62		.54	.47	2	
3	.55					.75		.44		3	
4	1.00									4	
5	.01½				.02	.02½	.03	.01½	.02½	5	
6	.29					.29	.28	.30	.32	6	
7				.20						7	
8				.27						8	
9				1.42						9	
10	1.15			1.18	.60					10	
11	.60			.64	.30					11	
12	.14			.25		.20		.15		12	
13				.90						13	
14				.20						14	
15	.51		.50	.55	.39	.38	.54	.53	.54	.48	15
16			2.25							2.18	16
17	.40			.40							17
18	.50				.15	.10				.095	18
19	.08½	.105	.095							.09	19
20	.17	.155	.19				.165			.18	20
21		.15		.035						.14	21
22											22
23	.10	.095	.11							.10	23
24	.38		.31							.30	24
25	1.00		.64							.63	25
26			1.16	1.18						1.15	26
27	.42	.39	.41							.40	27
28	.15		.11							.10	28
29	.58	.54	.62							.60	29
30	.85		.08½								30
31											31
32	.03										32
33											33
34			.15							.14	34
35	.57	.44	.51							.50	35
36	.38	.28	.31							.30	36
37	.16	.09	.11							.10	37
38	.04										38
39	.38	.30	.34							.33	39
40	.20	.18	.19							.18	40
41	.30								.32		41
42	.36										42
43	.50										43
44	.65										44
45	.54			.60	.57	.75	.70				45
46						.50					46
47											47

Abstract of proposals received and contracts awarded in Chicago, Ill., under

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

Number.	ARTICLES.	Quantity awarded.	Points of delivery.		
			Harry B. Lyford.	Meyer Bros. Drug Co.	The Randolph Paper Box Co.
			Chicago.	Chicago or St. Louis.	Chicago, St. Louis, New York.
MISCELLANEOUS—continued.					
Measures:					
1	Graduated, glass, 4-ounce..... No..	41		.165	
2	Graduated, glass, minim..... do..	37		.165	
3	Tin, pint..... do..	18	.04		
4	Tin, quart..... do..	19	.05½		
5	Medicine glasses, ¼-ounce, graduated..... doz..	125		.32	
Mortars and pestles, wedgwood:					
6	3-inch..... No..	3		.18	
7	4-inch..... do..	3		.27	
8	5-inch..... do..	4		.36	
9	6-inch..... do..	7		.42	
10	7-inch..... do..	*1		.62	
11	8-inch..... do..	4		.75	
12	Mortars and pestles, glass, 4-inch..... do..	21		.18	
Paper:					
13	Filtering, round, gray, 10-inch..... pack..	35		.20	
14	Litmus, blue and red, in boxes of 1 dozen books..... box..	45		.20	
15	Wrapping..... gr..	1,245		.08	
16	Percolators, glass, ¼-gallon..... No..	9		.43	
17	Pill boxes, ¼ paper, ¼ turned wood..... doz..	1,890		.03	.04½
18				.04	
Pill tiles:					
19	6-inch..... No..	1		.35	
20	7-inch..... do..	*1		.50	
21	8-inch..... do..	3		.55	
22	9-inch..... do..	*1		.70	
23	10-inch..... do..	4		.85	
24	Saddlebags, medical, convertible..... do..	7		8.00	
25	Scales and weights, prescription..... do..	15		1.65	
Spatulas:					
26	3-inch..... do..	39	.13	.14	
27	6-inch..... do..	26	.21	.20	
28	Spirit lamps..... do..	16		.15	
29	Test pellets, for urinalysis, set of, in glass bottles..... bott..	a35			
30	Test tubes, 3 to 7 inches..... nest..	100		.05	
Thermometers:					
31	Clinical, with certificate..... No..	390		.25	
32				.30	
33				.40	
34	Mercurial..... do..	65	.065	.06½	
35	Spirit..... do..	30	.065	.06½	
Thread:					
36	Linen, unbleached..... oz..	a100			
37	Cotton, spools, assorted..... No..	a232			
38	Tubes, glass, assorted sizes..... gross..	5		.80	
39	Twine, wrapping, cotton..... oz..	1,190	.01½		
Vials:					
40	¼-ounce..... doz..	940		.9½	
41	1-ounce..... do..	1,330		1.0½	
42	2-ounce..... do..	2,480		1.2½	
43	4-ounce..... do..	2,690		1.6½	
44	6-ounce..... do..	1,670		1.9½	
45	Wax, white, in paper..... oz..	180		.03	
46	Wire netting for splints, No. 4..... sq. ft..	48			

* No award.

a No bid.

advertisement of March 4, 1903, for furnishing supplies etc.—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

Number.	Points of delivery.				
	Daniel R. Noyes.	Moffitt West Drug Co.	William F. Keller.	Harry S. Weller.	A. M. Foster & Co.
	Chicago.	St. Louis.	Chicago.	Omaha.	Chicago.
1			.15		.14
2			.13		.16
3					
4					
5			.25		.20
6					.18
7					.28
8					.37
9					.44
10					.64
11					.78
12					.20
13		.25	.23	.21	.18
14			.28	.19	
15				.08½	
16			.25		.50
17			.045	.04	
18			.025		
19					.28
20					.45
21					.45
22					.68
23					.68
24					
25					
26		.14	.15	.16	.16
27		.24	.25	.22	.26
28			.10		.10
29					
30					.05
31		.31	.31	.28	.28
32					.29
33					
34		.16	.06	.06½	.07
35		.12	.06	.06½	.07
36					
37					
38					.82
39	.009			.01½	
40		.085		.09	.10½
41		.095		.09½	.11½
42		.11½		.12	.14
43		.15½		.15½	.18½
44		.185		.18½	.20½
45				.02½	.25½
46	.10				

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.		Number.	
			John M. Dulsany.	American Book Co.		The Prang Educational Co.
			Chicago.	Chicago or New York.		
ARITHMETICS.						
1	Milne's Elements of Arithmetic..... No.	1,465		.24	1	
2	Milne's Standard Arithmetic..... do.	685		.52	2	
3	Milne's Mental Arithmetic..... do.	590		.28	3	
CHARTS.						
4	Appleton's Reading..... No.	9	6.35	6.25	4	
5	Butler's Reading..... do.	6		4.15	5	
6	Wooster's Reading..... do.	45	6.75		6	
7	Franklin's Complete School Charts..... do.	6	10.00	8.00	7	
8	Franklin's Primary Language Studies, Part 1..... do.	22	12.50	5.60	8	
9	Multiplication Charts, C. T. Andrews..... do.	45			9	
10	Franklin's Natural History Studies..... do.	9	14.75		10	
11	Franklin's Natural History Studies, Manual for Pupils..... No.	40	.60		11	
DRAWING.						
12	Drawing paper, 8 by 11, 100 sheets in pack..... pcks.	4,860	.07		12	
THE PRANG ELEMENTARY COURSE IN ART INSTRUCTION.						
Drawing books:						
13	Third year..... doz.	120	1.44	1.44	13	
14	Fourth year..... do.	75	1.44	1.44	14	
15	Fifth year..... do.	42	1.44	1.44	15	
16	Sixth year..... do.	20	1.92	1.92	16	
17	Seventh year..... do.	14	1.92	1.92	17	
18	Eighth year..... do.	12	1.92	1.92	18	
Manual for Teachers:						
19	First year..... No.	13	.60	.60	19	
20	Second year..... do.	17	.60	.60	20	
21	Third year..... do.	20	.60	.60	21	
22	Fourth year..... do.	15	.60	.60	22	
23	Fifth year..... do.	11	.60	.60	23	
24	Sixth year..... do.	5	.60	.60	24	
25	Seventh year..... do.	3	.60	.60	25	
26	Eighth year..... do.	2	.60	.60	26	
27	Prang's set color box, No. 1..... do.	1,328	.20	b.17	27	
GEOGRAPHIES.						
28	Barnes's Elementary..... No.	167		.44	28	
29	Frye's Primary..... do.	242	.48		29	
30	Redway & Hinman's Natural Elementary Geography..... No.	402		.48	30	
31	Redway & Hinman's Natural Advanced Geography, number.....	388		1.00	31	
32	Werner's Introductory Geography..... No.	125		.44	32	
33	Tarbell's Complete Geography..... do.	115		.80	33	
HISTORY, UNITED STATES.						
34	Mowry's First Steps in the History of the United States..... No.	209	.52		34	
35	Scudder's Short History..... do.	140		.48	35	
36	Eggleston's First Book of American History..... do.	263		.48	36	

a No bid.

b Per set.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.		Number.
			John M. Dulany.	American Book Co.	
			Chicago.	Chicago or New York.	
HISTORY, UNITED STATES—continued.					
1	Burton's Story of Our Country.....No.	174		.48	1
2	McMaster's Primary History of United States.....do.	267		.48	2
3	McMaster's School History of United States.....do.	216		.80	3
4	Montgomery's Beginners' American History.....do.	307	.48		4
LANGUAGE AND GRAMMAR.					
De Garmo's Language Lessons:					
5	Book 1.....No.	304		.24	5
6	Book 2.....do.	175		.32	6
7	Bartlett's First Steps in English.....do.	397	.32		7
8	Metcalf's Elementary English.....do.	396		.32	8
9	Metcalf's English Grammar.....do.	186		.48	9
10	Reed & Kellogg's Graded Lessons in English.....do.	300	.34		10
11	Bartlett's Essentials of Language and Grammar.....do.	96	.52		11
ORTHOGRAPHY.					
12	Johonnot's Sentence and Word Book.....No.	165		.19	12
13	Patterson's American Word Book.....do.	265		.20	13
14	Sever's Progressive Speller.....do.	207	.22		14
READERS.					
Baldwin's School Reading by Grades:					
15	First year.....No.	2,595		.20	15
16	Second year.....do.	1,805		.28	16
17	Third year.....do.	1,282		.32	17
18	Fourth and fifth years, combined.....do.	514		.48	18
19	Werner's Primer.....do.	740		.24	19
20	Baldwin's Primer.....do.	1,852		.24	20
21	Arnold's Primer.....do.	744	.26		21
22	Wooster's Primer.....do.	1,206	.22		22
23	Wooster's Reading Boxes.....do.	734	.15		23
24	Wooster's Number Boxes.....do.	310	.15		24
READERS, SUPPLEMENTAL.					
<i>Geographical readers (The World and its People).</i>					
Carpenter's Geographical Reader:					
25	North America.....No.	62		.48	25
26	South America.....do.	49		.48	26
27	Asia.....do.	47		.48	27
28	Smith's Our Own Country.....do.	55	.43		28

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

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SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.		Number.
			Chicago.	Chicago or New York.	
			John M. Dulaney.	American Book Co.	
READERS, SUPPLEMENTAL—continued.					
1	Coe's Our American Neighbors.....No.	15	.52		1
2	Coe's Modern Europe.....do.	14	.52		2
3	Smith's Life in Asia.....do.	15	.52		3
4	Badlam's Views in Africa.....do.	19	.52		4
5	Kellogg's Australia and the Islands of the Sea.....do.	25	.59		5
6	Twombly's Hawaii and its People.....do.	28	.59		6
7	Kiemm's Relief Maps for pupils' hands.....do.	192	.10		7
8	Taylor's First Reader.....do.	206	.21	.20	8
9	Taylor's Second Reader.....do.	292		.28	9
<i>Stepping Stones to Literature.</i>					
10	A First Reader.....No.	375	.26		10
11	A Second Reader.....do.	330	.35		11
12	A Third Reader.....do.	312	.43		12
13	A Fourth Reader.....do.	221	.52		13
14	A Fifth Reader.....do.	174	.52		14
15	A Sixth Reader.....do.	69	.52		15
16	A Seventh Reader.....do.	114	.52		16
17	A Reader for Higher Grades.....do.	111	.52		17
Graded Classics:					
18	First Reader.....do.	100	.25		18
19	Second Reader.....do.	157	.30		19
20	Third Reader.....do.	153	.35		20
<i>Second to third grades.</i>					
21	Johonnot's Cats and Dogs.....No.	81		.14	21
22	Bass's Nature's Stories for Young Readers: Plant Life.....do.	23	.22		22
23	Animal Life.....do.	30	.29		23
24	Beebe & Kingsley's The First Nature Reader.....do.	162		.28	24
25	Ford's Nature's Byways.....do.	25	.32		25
26	Brooks's Stories of the Red Children.....do.	48	.24		26
27	Williams's Choice Literature: Primary; Book I.....do.	126		.18	27
<i>Third to fourth grades.</i>					
28	Dana's Plants and Their Children.....No.	15		.52	28
29	Lane's Stories for Children.....do.	82		.20	29
30	Eggleston's Stories of Great Americans for Little Americans.....No.	85		.32	30
31	Pratt's Legends of the Red Children.....do.	49		.24	31
32	Eggleston's Stories of American Life and Adventure.....do.	42		.40	32

a Boards.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.		Number.
			John M. Dulany.	American Book Co.	
			Chicago.	Chicago or New York.	
READERS, SUPPLEMENTAL—continued.					
1	Wright's Seaside and Wayside, Nos. 1, 2, 3, and 4....No..	125	.20 .28 .40 .48		1
2	Williams's Choice Literature: Intermediate; Book I.do... <i>Fourth to fifth grades.</i>	62		.22	2
3	Baldwin's Fairy Stories and Fables.....No..	43		.28	3
4	Pratt's American History Stories, 4 vols.....sets..	5	1.20		4
5	Baldwin's Fifty Famous Stories Retold.....No..	60		.28	5
6	Williams's Choice Literature: Intermediate; Book II.do... <i>Fifth to sixth grades.</i>	58		.28	6
7	Guerber's Story of the English.....No..	29		.52	7
8	Guerber's Story of the Romans.....do..	20		.48	8
9	Baldwin's Primary Lessons in Physiology.....do..	250		.28	9
10	Pratt's The Great West.....do..	26	2.25		10
Pathfinder Physiology:					
11	No. 1, Child's Health Primer.....do..	86		.24	11
12	No. 2, Young People's Physiology.....do..	278		.40	12
13	Ed. Pub. Co., Series of Industry, 2 volumes.....sets..	11	.65		13
14	Carroll's Around the World.....No..	28	.32		14
15	Payne's Geographical Nature Studies.....do..	48		.20	15
16	Guyot's Geographical Reader.....do..	8		.48	16
17	Monteith's Popular Science Reader.....do..	24		.60	17
18	Historical Reader (The Morse Co.).....do..	10	.55		18
19	Williams's Choice Literature: Grammar; Book I....do..	57		.32	19
MANUALS FOR TEACHERS.					
20	How to teach Kitchen Gardening (by Emily Hunting- ton.....No..	46	2.25		20
21	Hinsdale's The Art of Study.....do..	24		.80	21
22	How to Make Baskets (by Mary White).....do..	89	.80		22
23	King's School Interests and Duties.....do..	26		.80	23
24	White's School Management.....do..	26		.80	24
25	White's The Art of Teaching.....do..	24		.80	25
26	Arnold's How to Teach Reading.....do..	21	.85		26
27	Betz's Popular Gymnastics.....do..	11	.50		27
28	Betz's Free Gymnastics.....do..	22	.60		28
29	Primer of Politeness.....do..	27	.65		29
30	Songs, Games, and Rhymes (Milton Bradley Co.).....do..	26	.90		30
31	Hailmann's Primary Methods.....do..	11		.48	31
32	Ham's Mind and Hand.....do..	18		1.00	32
33	Hapgood's Progressive Lessons in Needlework.....do..	38	.60		33
34	Kirkwood's Sewing Primer.....do..	33		.24	34
35	Schwartz's Educational Manual Training.....do..	20	.82		35

a Boards.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.		Number.
			John M. Dulaney.	American Book Co.	
MANUALS FOR TEACHERS—continued.					
1	Hoffman's The Sloyd System of Woodworking..... No..	7		.80	1
2	Sickel's Exercises in Wood Working..... do...	23		.80	2
3	Preston Smith's Easy Experiments in Physics..... do...	14	.50		3
4	Household Economy, Kitchen Garden Association. do...	32		.34	4
5	Vienna's Ladies' Tailoring System..... do...	52	.07 a.60		5
BOOKS ON AGRICULTURE.					
6	Winslow's Principle of Agriculture..... No..	24		.48	6
7	Lupton's Scientific Agriculture..... do...	21		.28	7
8	First Principles of Agriculture—Voorhees..... do...	24	.62		8
<i>Garden craft series.</i>					
[Edited by L. H. Bailey (Macmillan Co.)]					
9	Bailey's Principles of Agriculture..... No..	20	.85		9
10	Roberts's Fertility of the Land..... do...	19	.85		10
11	King's The Soil..... do...	15	.50		11
12	Roberts's The Farmstead..... do...	13	.85		12
13	King's Irrigation and Drainage..... do...	24	1.00		13
14	Fairchild's Rural Wealth and Welfare..... do...	11	.85		14
15	Lodeman's Spraying of Plants..... do...	17	.65		15
16	Bailey's The Principles of Fruit Growing..... do...	17	.85		16
17	Wing's Milk and its Products..... do...	21	.65		17
18	Card's Bush Fruits..... do...	20	1.00		18
19	Voorhees's Fertilizers..... do...	14	.65		19
20	Hunn & Bailey's The Amateur's Practical Garden Book, number..... do...	21	.65		20
21	Bailey's Garden Making..... No..	31	.65		21
22	Bailey's Plant Breeding..... do...	16	.65		22
23	Bailey's Nursery Book..... do...	15	.65		23
24	Bailey's The Pruning Book..... do...	19	1.00		24
25	Bailey's The Forcing Book..... do...	20	.65		25
26	Bailey's Horticulturists' Rule Book..... do...	20	.50		26
SINGING.					
27	Tilden's Common School Song Reader..... No..	39	.30		27
28	Gospel Hymns, Nos. 1 to 6 combined, with music..... do...	3,685	.65		28
29	Carmina for Social Worship..... do...	375	.45		29
30	Johnson's Songs of the Nation..... do...	547	.51		30
31	Ripley & Tapper's Natural Short Course in Music, Book 1, number..... do...	40		.28	31
32	Ripley & Tapper's Natural Short Course in Music, Book 2, number..... do...	82		.32	32
Natural Music Chart:					
33	Series A..... No..	12		3.20	33
34	Series B..... do...	9		3.20	34
35	Series C..... do...	6		3.20	35
36	Series D..... do...	3		3.20	36
37	Series E..... do...	1		3.20	37
38	Series F..... do...	2		3.20	38
39	Series G..... do...	2		3.20	39

60 cents extra for folding attachment.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

Number.	DESCRIPTION OF ARTICLES.	Quantity awarded.	Points of delivery.			Number.
			John M. Dulaney.	American Book Co.	Robert M. Fair.	
			Chicago.	Chicago or New York.	Chicago.	
Zuchtmann's American Music System:						
1	Book 1.....doz..	10 ⁷ / ₁₂	3.60			1
2	Book 2.....do..	8 ⁵ / ₁₂	4.32			2
3	Book 3.....do..	6 ⁷ / ₁₂	5.40			3
4	Book 4.....do..	4 ⁵ / ₁₂	7.20			4
5	Songs of the School and Flag.....do..	89	7.20			5
6	Teacher's Manual.....No..	12	.80			6
PENMANSHIP.						
7	Barnes's Natural Slant Copy Books, 1 to 8.....doz..	418		.60		7
8	Spencerian Copy Book, Revised Edition, Common School Course Slant, 1 to 7.....doz..	290		.77		8
Sheldon's Standard Writing:						
9	Tracing, No. 1.....do..	48		.58		9
10	Elementary, Nos. 2 to 4.....do..	135		.58		10
11	Grammar Course, Nos. 5 to 12.....do..	10		.77		11
Normal Review System:						
12	Intermediate Slant Writing, Nos. 1 to 6.....do..	194	.60			12
13	Movement Book.....do..	23	.60			13
14	Business Forms.....do..	20	1.08			14
15	Regular Course, Nos. 1 to 10.....do..	102	.78			15
Merrill's Modern Penmanship:						
16	Intermediate Series, Nos. 1 to 4.....do..	119	.72			16
17	Standard Series, Nos. 1 to 7.....do..	195	.80			17
18	Business and Social Forms, Nos. 8 and 9.....do..	70	.80			18
Graphic System of Practical Penmanship:						
19	Tracing Course, No. 1.....do..	21	.60			19
20	Shorter Course, Nos. 0 to 5.....do..	13	.60			20
21	Grammar Course, Nos. 1 to 9.....do..	*1	.96			21
Smith's Intermedial Penmanship:						
22	Illustrated Writing Primer.....do..	51	.50			22
23	Short Course Books, Nos. 1 to 6.....do..	19	.50			23
24	Regular Course, Nos. 1 to 7.....do..	*1	.67	.77		24
REGISTERS, SCHOOL.						
25	White's New Common School.....No..	365		.48		25
SLATES.						
26	7 by 11 inches.....doz..	183	1.95			26
27	8 by 12 inches.....do..	209	1.15	.78	.92	27
28			1.10			28

*None wanted.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.					Chicago or New York.	Number.
			Chicago.						
			Rand, McNally & Co.	Weber, Costello, Fricke Co.	Robert M. Fair.	Harry B. Lyford.	John M. Dulany.			American Book Co.
WALL MAPS.									
1	Arizona.....No.	*9		2.50					1
2	California.....do	4	1.20	1.00					2
3				2.00					3
4	Colorado.....do	1	1.20	.75					4
5	Hemispheres (outline).....do	27	1.40						5
6			1.40						6
7	Idaho.....do	1			.75				7
8	Indian Territory.....do	6							8
9	Kansas.....do	3	1.20						9
10	Minnesota.....do	5	1.20						10
11	Montana.....do	6							11
12	Nebraska.....do	2	1.20						12
13	New Mexico.....do	4							13
14	North America (outline).....do	24	1.40						14
15	North Dakota.....do	4	1.20						15
16	Oklahoma.....do	15							16
17	Oregon.....do	4		.75					17
18	South Dakota.....do	7	1.20						18
19	United States, large.....do	40	1.20						19
20	United States (outline).....do	9	1.40						20
21	Utah.....do	1							21
22	Washington.....do	1	1.20	5.00					22
23	Wisconsin.....do	4	1.20						23
MISCELLANEOUS.									
24	Blackboards, 3 by 4 feet, portable, revolving, complete.No.	11		6.00					24
25	Blackboard erasers.....do	4,380		a.25	a.27		.02½		25
26				a.23	a.26		.05		26
27				a.100	a.29				27
28					a.30				28
29					a.57½				29
30	Bibles, medium size.....do	1,185					.24		30
31	Cody's Four American Poets, No.	45						.40	31
32	Call bells.....No.	68				.44			32
33						1.00			33
34						1.05			34
35	Crayons, chalk:								35
36	White, dustless.....boxes..	1,630		b.25	.05½	.04	.04		36
37					.20		.06½		37
38					.22½		.30		38
39							.29		39
40							.28		40
41	Colored, assorted.....do	480			.40		.45		41
42	Dawes's How We are Governed, No.	18			.51				42
43	Baldwin's Four Great Americans.....No.	46					.80		43
44	Beebe's Four American Naval Heroes.....No.	71						.40	44
45	Burton's Four American Patriots.....No.	46						.40	45

*No award on maps.

a Per dozen.

b Per gross.

Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 4, 1903, 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.
			Chicago.						
			Chicago or New York.						
MISCELLANEOUS—continued.									
1	Perry & Beebe's Four American Pioneers..... No..	49					.40	1	
2	Beebe's Four American Explorers..... No..	51					.40	2	
3	Four American Inventors, do..	46					.40	3	
	Globes of the world:								
4	Large..... do.....	*15						3.20	
5	Medium..... do.....	*13						1.60	
6	Great American Educators, No.....	26					.40	6	
7	Ink wells..... doz..	98		a .85	a .14	a 2.00		7	
8	Pencils, slate, sharpened, hund..	1,450	.08½	.09	.09			8	
9	Plaster paris..... lbs..	4735						9	
10	Slated blackboard cloth, sq. yards.....	525		.24	.30	.40		10	
11					.38			11	
12	Slating brushes, first quality, No.....	26	.57		.24			12	
13	The Middle five, La Plesche, No.....	113			.85			13	
14	Indian Boyhood, Eastman No..	127			1.25			14	
15	Thermometers..... do..	325	.34	.25				15	
16			.20	.15				16	
17				.0625				17	
18	Wall slating, liquid..... galls..	50	1.40		1.40	1.00		18	
	Webster's Dictionary:								
19	Primary..... No..	78				.38		19	
20	Common school..... do..	363				.58		20	
21	High school..... do..	61				.78		21	
22	Academic..... do..	127				1.20		22	
23	International Unabridged, No.....	31		b 9.25	8.50	8.50		23	
24				c 8.50				24	
	Spencerian Practice Paper for Penmanship, per 100 sheets:								
25	Small..... sheets..	108,300			.05½	.09		25	
26	Large..... do.....	123,000			.06½	.11		26	
27	Forman's First Lessons in Civics..... No..	26				.48		27	
28	Civics for Young Americans, No.....	77			.39			28	
29	Fairy Tales for Little Readers, No.....	79			.24			29	
30	Mowery's Elements of Civil Government..... No..	22			.62			30	
31	Children's Garden Utensils, hoe, rake, and spade.... sets..	990	.29					31	
32			.155					32	
33			.155					33	
34			.095					34	
35			.105					35	
36			.065					36	

* No award on globes.
c Not indexed.

a Per dozen.

b Indexed.
d No bid.

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.	Quantity awarded.	Points of delivery.			
			Chicago.		New York.	
1	48 by 76 inches, indigo-blue, for single beds, to weigh not less than 3 pounds each.....No.	758	a.57			
2			a.72			
3	60 by 76 inches, indigo-blue, for double beds, to weigh not less than 4½ pounds each.....No.	943	a.57			
4			a.72			
5	48 by 76 inches, scarlet, for single beds, to weigh not less than 3 pounds each.....No.	633	a.64	a.58		
6			a.74			
7	60 by 76 inches, scarlet, for double beds, to weigh not less than 4½ pounds each.....No.	1,990	a.64	a.58		
8			a.74			
9	48 by 76 inches, white, for single beds, to weigh not less than 3 pounds each.....No.	169	a.64			
10			a.74			
11	60 by 76 inches, white, for double beds, to weigh not less than 4½ pounds each.....No.	728	a.64			
12			a.74			

WOOLEN AND KNIT GOODS.

CLASS No. 2—WOOLEN AND KNIT GOODS.						
13	Flannel, dress:					
14	Dark-blue, 50 to 54 inch.....yds.	20,930	.376			.38
15			.4885			
16	Gray, 50 to 54 inch.....do.	6,890	.45			.38
17			.376			
18			.4885			
19	Flannel, red, twilled.....do.	3,350	.45		.2508	
20			.241		.2508	
21			.2595			
22	Drawers:					
23	Boys', knit, light, for summer wear, assorted sizes, 24 to 30.....pairs.	10,180	.17		.205	
24			.18			
25			.215			
26			.275			
27			.14			
28			.14			
29	Men's, knit, light, for summer wear, assorted sizes, 32 to 40.....pairs.	9,590	.27	.24	.295	
30			.27	.245		
31			.29	.2475		
32			.335	.25		
33			.345	.27		
34						
35						
36	Fascinators, woolen.....doz.	428	2.25	1.95		1.90
37			2.25	1.97		2.06
38			1.90	2.05		2.06
39			1.90	2.10		2.29
40			2.75	2.08		2.29
41			2.75	2.22		

a Per pound.

b Each.

c Per dozen.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

BLANKETS.

Number.	Points of delivery.										Number.
	New York.				Chicago.	New York.	St. Louis.	New York.			
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12

WOOLEN AND KNIT GOODS.

	.43	.50			d.49½			.38				13
	.44											14
												15
	.43	.47			d.46½			.38				16
		.48			d.57¼							17
					d.59							18
		.28				.23	.30½	.25				19
						.24						20
						.27½						21
			.1975	d.18¾	.28						.14	22
				d.19½								23
												24
												25
												26
												27
			.305		.35	.22		.30	b.167		.22½	28
			.295						b.175			29
									b.1875			30
									b.3125			31
									c2.00			32
									c2.10			33
									c2.25			34
									c3.75			35
					3.00	2.00		2.25	3.00		1.50	36
						2.25		2.60	4.00		1.90	37
						2.35		3.25	3.00		2.00	38
						2.50			3.00		2.75	39
											3.50	40
												41

d "Only."

Abstract of proposals received and contracts awarded in New York City, under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS No. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Robert M. Fair.	John C. Eames.	Maurice Brill.	John Wanamaker.
			Points of delivery.			
			Chicago.	New York.		
1	Hoods, woolen, assorted sizes.....doz..	200	2.50	2.95	4.00	2.88
2			2.50	3.48	3.75	3.41
3			2.50	4.05	3.25	3.93
4			1.45		3.30	
5			1.85		3.00	
6			2.40		2.75	
7			3.25		2.85	
8			3.25		2.90	
9			3.25		2.92	
10			4.00			
11			4.00			
12			4.00			
13	Hose: Misses', woolen, medium weight, assorted sizes, Nos. 6½ to 8½.....doz..	*113	1.925	1.90		2.20
14			2.07			2.25
15			2.175			
16	Women's, woolen, medium weight, assorted sizes, Nos. 9 to 10.....doz..	65	1.90	2.175		
17			1.95			
18			1.96			
19			1.975			
20	Misses', cotton, medium weight, assorted sizes, Nos. 6½ to 8½.....doz..	150	1.125	.95		1.225
21			1.155			
22			1.175			
23	Women's, cotton, medium, assorted sizes, Nos. 9 to 10.....doz..	85	.80	1.00		
24			.84			
25			.875			
26	Misses, woolen, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 6½ to 8½.....doz..	943	1.90	a 2.125	2.05	2.20
27			2.125			2.25
28			2.20			
29	Women's, woolen, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 9 to 10.....doz..	445	1.95	2.175	1.92	
30			2.00			
31			2.175			
32	Misses', cotton, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 6½ to 8½.....doz..	2,260	1.20	a 1.45	1.25	1.60
33			1.25			
34			1.30			
35			1.40			
36						
37						
38						
39	Women's, cotton, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 9 to 10.....doz..	1,715	1.74	a 2.175		1.76
40			2.00			
41	Linsey, plaid.....yds..	3,770	d .0947			
42			.06½			

Number.	Nathaniel H. White- side.	Martin P. Donahoe.	Abraham & Straus.	Henry H. Lippert.	William F. Pippey.	Elias Michael.	Points of delivery.					
							Chicago.	St. Louis.	New York.	Chicago.	New York.	St. Louis.
							1					
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
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34												
35												
36												
37												
38												
39												
40												
41												
42												

* Added to misses' woolen, black; below, at \$2.
a "Only."
b 7-inch rise and fall; 10 cents each size.
c 7-inch rise and fall; 5 cents each size.
d 1,700 yards only.

Abstract of proposals received and contracts awarded in New York City, under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

WOOLEN AND KNIT GOODS—Continued.

Number.	CLASS NO. 2. WOOLEN AND KNIT GOODS—continued.	Quantity awarded.	Points of delivery.	
			Abraham & Straus.	Robert M. Fair.
			New York.	Chicago.
1	Undershirts:			
2	Boys', light, for summer wear, assorted sizes, 24 to 30... No..	9,650	.19	.17
3				.215
4				.235
5	Men's, light, for summer wear, assorted sizes, 32 to 38... do...	11,930	.26½	.22
6				.23
7				.25
8				.27
9				.30
10				
11				
12				
13				
14	Vests:			
15	Ladies', knit, light, for summer wear, assorted sizes, 32 to 38 No..	8,830	.155	.16
16			.175	.16
17				.11
18				.14
19				.14
20				.15
21				.15
22	Misses', knit, light, for summer wear, assorted sizes, 24 to 30 No..	6,690		.10
23				.12
24				.13
25				.12
26				.12
27	Yarn:			
28	Assorted colors, 3-ply.....lbs..	1,560		.55
29	Gray, 3-ply.....do...	145		.60
30				.55
				.60

a Only.

b Per each.

c Per dozen.

Maurice Brill.	Edward J. H. Estabrooks.	Abraham Gutman.	John Wanamaker.	Nathaniel H. Whiteside.	Elias Michael.	Eugene Walrath.	Martin P. Donahoe.	Isaac Berg.	John C. Eames.	Number.						
											Points of delivery.					
											New York.		Chicago.	St. Louis.	New York.	St. Louis.	New York.
	.1949	a. 175	.28		b. 1583	.14				1						
					c1. 90					2						
					b. 175					3						
.23	.28		.35	.22	b. 1875	.225	30			4						
.23					b. 3125					5						
.23					b. 333					6						
.23					b. 3416					7						
.27					c2. 10					8						
					c2. 25					9						
					c3. 75					10						
					c4. 00					11						
					c4. 10					12						
										13						
.1375			.13½	.185	b. 0541		.16			14						
.15½			.13½		b. 05625		.15			15						
			.15		b. 0625					16						
			.15		b. 077					17						
					c. 65					18						
					c. 675					19						
					c. 75					20						
					c. 925					21						
.119½			.12							22						
.12½			.12							23						
										24						
										25						
										26						
							.50	.57	.50	27						
									.575	28						
							.50	.57	.50	29						
									.575	30						

Abstract of proposals received and contracts awarded in New York City under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

COTTON GOODS.

COTTON GOODS.

Number	CLASS No. 3. COTTON GOODS.	Quantity awarded.	Points of delivery.			
			New York.	Chicago.	New York.	As stated.
1	Apron check, 30-inch sample required of at least 1 linear yard.....yds..	162,170	.0797	.0704	.0725	a. 0765
2			.0847	.0875		b. 0759
3	Bed comforts, warranted fast colors, 64 by 64, both sides same material, filled with carded cotton, to weigh 7½ to 7¾ pounds each, to average not less than 7½ pounds.....No..	2,760	1.165	1.15		
4	Bedspreads, white:					
5	Single.....do.....	620	.7469	.525	.635	.64
6				.65	.74	.72
7						
8	Double.....do.....	1,015	.96	.60	.89	.74
9			.80	.65	.78	
10				.70	.87	
11				.775	.91	
12				.85		
13				.975		
14	Bedticking, blue and white stripe.....yds..	3,400	d. 11½	.0656		a. 0886
15				.0753		b. 0874
16				.0922		
17				.0825		
18				.0825		
19				.0825		
20				.0703		
21	Cambric, colored.....do.....	11,770	.0412	.0849		.0837
22			.0412	.0373		
23	Canton flannel, brown, heavy.....do.....	123,410	d. 0933	.0656		a. 0716
24			d. 0746	.08		b. 0707
25				.07½		
26				.0849		
27						
28	Canvas, tailor's, unbleached.....do.....	6,095	.0787	.1025		
29			.0945	.0775		
30			.0997	.0775		
31			.1024	.10½		
32				.095		
33				.10½		
34	Cheviot, cotton.....do.....	†20,470		.0656		a. 0714
35						b. 0707
36						
37	Cotton, knitting, white and colored, medium, Nos. 10 to 18.....lbs..	810		g. 25		j. 565
38				g. 26		j. 575
39				g. 27		j. 585
40				g. 28		j. 61
41				g. 29		j. 62
42				h. 29		
43				h. 30		
44				h. 32		
45				h. 34		
46						
47						
48						
49						
50						
51						
52						

Number	Maurice Brill.	Austin C. Trowbridge.	Fred Moss.	Frank L. Palmer.	E. J. H. Estabrooks.	John Wana-maker.	Joseph N. Damon.	Nathaniel H. Whiteside.	Elias Michael.	R. H. Macy & Co.	Martin P. Donahoe.	The Manhattan Supply Co.	Wallace M. Brown.	Isaac Berg.	Edward Barnes.								
																Points of delivery.							
																New York.	Not stat-ed.	New York.				Chi-cago.	St. Louis.	New York.	St. Louis.	New York.
1	.06½	.075	c. 0697		.0723			.0698	.0587		.07												
2			.0724								.0725												
3	1.58			1.09		1.09	1.15	1.35		1.15	1.17												
4						1.12	1.16																
5	.68	.65	.72½			.645		.765		.77	.50												
6	.77	.75	.75			.70		.71½			.65												
7		.85				.675		.665															
8						.81		.83½															
9	.79½		.88			.75½		.745		.92	.68												
10	.81					.86		.64½			.75												
11	.88					.96½		.835			.8250												
12	.98					1.00		.84½			1.00												
13						1.08		.705															
14						1.25																	
15	.09		.0819			*.105		.0873	.11		.0675												
16			.0921			*.085			.1075		.0775												
17											.0850												
18											.0950												
19																							
20																							
21																							
22	.045		.0373			*.03½		.0362	.035		.0337												
23						*.03½			.0375		.0360												
24		.08½	.0824					.0731			.0670												
25		.07½	.0824					.0918			.0675												
26			.0841					.0813			.0775												
27			.0810								.0875												
28			.0912																				
29	.105										.0775	.065	.09										
30	.10½										.0875	.075	.09½										
31											.0925	.08	.095										
32											.1025	.10½	.09½										
33												.11											
34												.105											
35			c. 0619					.06½	.0675		.0675												
36											.0725												
37						k. 2558		l. 2487			n. 24			e. 23	f. 25								
38						k. 2608		l. 2537			o. 25			e. 24	f. 26								
39						k. 2658		l. 2665			p. 26			e. 25	f. 26½								
40						k. 2758		l. 2681			q. 27			e. 26	f. 27½								
41						k. 2808		l. 2730			r. 28			e. 27	f. 28								
42								m. 2974			s. 29			f. 26									
43								m. 3071			o. 29			f. 28									
44								m. 3169			p. 30			f. 30									
45								m. 3257			q. 31			f. 32									
46								r. 3461			r. 32												
47								r. 3510			s. 33												
48								r. 3608			o. 34												
49								r. 3705			p. 35												
50											q. 36												
51											r. 37												
52											s. 38												

†To be taken in apron check, above, striped pattern. *Only.
 a Chicago delivery. b New York or Chicago.
 c Prices hold good for two weeks from May 19, 1903. Deliveries promised subject to strike and market conditions.
 e Light weight, white. f Light weight, blue and white.
 g White. h Nos. 10, 12, 14, 16, and 18.
 i Colored. j

† Colors .03½ cent per pound additional.
 j Per box for white. Colors .14 cent extra.
 k White. Colors Nos. 10 to 16, inclusive. .04½ cent per pound higher on each number.
 l White. m All colors, except cardinal. n Nos. 8 to 14, white only.
 o No. 10. p No. 12. q No. 14. r No. 16. s No. 18. t Cardinal.

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.			
			Abraham and Straus.	Isaac Berg.	Robert M. Fair.	Thomas Kelly.
1	Cotton bats, full net weight.....lbs..	1,040	.0789	.085	.09 ³ / ₄	
2					.0875	
3					.08 ³ / ₄	
4					.0825	
5					.0725	
6	Crash, linen, brown, washed.....yds..	46,200	.1023		.08 ³ / ₄	.09
7			.1177		.08 ³ / ₄	.0975
8			.1278		.085	.10
9					.09 ³ / ₄	.1025
10					.09 ³ / ₄	
11					.09 ³ / ₄	
12	Denims, blue, equal to standard sample; sample required of at least one linear yard.....yds..	20,555			.1020	
13					.1020	
14					.0947	
15	Drilling:					
16	Indigo blue.....do..	7,490			.0802	
17					.07775	
18	Slate, or corset jeans.....do..	16,410	.0689		.0465	
19					.0524	
20					.0624	
21	Duck, or piqué, printed.....do..	43,420	.0509		.071	
22						
23						
24						
25						
26	Haireloth.....do..	1,130	.01949		.1988	
27					.2145	
28					.2349	
29						
30						
31						
32						
33						
34	Gingham, warranted fast colors, good and heavy quality. Staple and fancy dress patterns desired. No unsalable or bad styles.....yds..	83,710	.0689		.05	
35			.0599		.0525	
36						
37	Handkerchiefs:					
38	¾, T. B. hemmed, white linen.....doz..	2,500		.90	.92	.925
39					.95	
40					.975	
41					1.00	
42					1.05	
43						
44	Hemmed, white linen, ladies' size.....do..	2,090		.65	.50	.73
45					.63	
46					.75	
47						
48						

aSeptember, October, November delivery.
b"Only"
c Chicago delivery.
d New York delivery.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

Number.	The P. R. Mitchell Co.	J. P. Nazareth.	Maurice Brill.	Austin C. Trowbridge.	John C. Eames.	The Manhattan Supply Co.	Fred Moss.	John Wanamaker.	Nathaniel H. Whiteside.	R. H. Macy & Co.	Martin P. Donahoe.	E. J. H. Estabrooks.	Points of delivery.						
													Chicago or New York.	New York.				St. Louis.	New York.
1								.08	.08 ³ / ₄		.0775								
2								.10											
3								.06 ³ / ₄											
4																			
5																			
6			.08 ¹ / ₂	.09	.0833	.07 ³ / ₄	.0723	.07 ³ / ₄	.08 ³ / ₄	.08 ³ / ₄	.0710								
7					.1029	.07 ³ / ₄	.0772	.06 ³ / ₄	.06 ³ / ₄	.09	.08								
8							.0895	.08 ³ / ₄	.07 ³ / ₄		.0810								
9							.0940	.09 ³ / ₄	.08 ³ / ₄										
10								.08 ³ / ₄	.08 ³ / ₄										
11								.07 ³ / ₄											
12	c. 1107		.12		.1075		.0949	b. 11	.0998		.1050	.1047							
13	d. 1099				.1069		.1062				.1060								
14											.11								
15	c. 0873		.10		.0833		.0873		.0810		.0825								
16	d. 0865		.095		.0824														
17			.09 ³ / ₄																
18	c. 0661		.07		.0450		.0623	b. 06 ¹ / ₂	.0522		.0625								
19	d. 0654				.05			b. 04 ¹ / ₂											
20								b. 05 ¹ / ₂											
21	c. 0686		.07 ¹ / ₂		.0825						.0725								
22	d. 0679		.07 ¹ / ₂		.0825														
23					.0725														
24					.0697														
25					.0625														
26			.18			.17				.21	.1350								
27			.185							.22 ¹ / ₂	.18								
28			.18							.24 ¹ / ₂									
29			.20							.18 ¹ / ₂									
30			.21							.20									
31			.18							.25 ¹ / ₂									
32			.18							.29									
33			.18							.31									
34																			
35			.0545	.05 ¹ / ₂	.0559		a. 0557	b. 0555	.0547		.0587								
36				.06	.0487				.0447		.0548								
37					.0534														
38			.495		.95	1.20		.95	.91		.90								
39			.66		.98	1.30		.97	.97		.98								
40			.715		1.02	1.44					1.04								
41											1.10								
42											1.19								
43											1.29								
44			.4675		.77	.66		.76 ¹ / ₂	.67		.5750								
45			.5775			.72					.6750								
46			.715			.76					.75								
47			.58			.82					.85								
48						.92					.6250								
						.96					.6750								

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.				
			Points of delivery.				
			New York.	Chicago.	New York.		
1	Lining, Oxford melton, not under 15-cent grade, for body linings of coats.....yds.	985		.17			
2	Linen, table, 62-inch, washed damask.do...	18,930	.4114	.375	.38		
3				.3875	.41		
4				.399			
5				.41			
6				.445			
7				.459			
8	Mosquito bar, blue, white, and pink..do...	6,800	.0469	.045	.0464	.045987	
9				.0464	.045987		
10				.0464	.0350		
11	Oilcloth, table, $\frac{1}{2}$, light color.....do...	11,190	.13 $\frac{1}{2}$		.12		
12	Sateen, black, 36-inch, for body linings of uniform coats, not under 18-cent grade.....yds.	5,695	.01749		.1749		
13				.175			
14				.19			
15				.195			
16	Silesia, black or slate, 36-inch.....do...	7,715	.0839		.07		
17			.0866		.08		
18			.0866		.0849		
19							
20							
21							
22							
23	Sheeting:						
24	$\frac{1}{2}$, bleached, standard.....do...	47,275	f 0774		.0704		
25					.0711		
26					.0762		
27					.0738		
28					.0728		
29					.0728		
30	$\frac{1}{2}$, brown, standard, heavy.....do...	117,550	f.0667		.0578		
31					.054		
32					.057		
33					.06		
34					.0625		
35					.0625		
36	$\frac{1}{2}$, brown, standard, heavy.....do...	79,260	f.1334		.1083		
37					.1165		
38					.1177		
39					.12 $\frac{1}{2}$		
40					.10 $\frac{1}{2}$		
					.1165		

f These prices hold good two weeks from May 19, 1903. Deliveries promised subject to strike and market conditions.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

Number.	The P. R. Mitchell Co.	John C. Eames.	Maurice Brill.	Austin C. Trowbridge.	The Manhattan Supply Co.	Fred Moss.	John Wanamaker.	E. J. H. Estabrooks.	Nathaniel H. White-side.	Elias Michael.	R. H. Macy & Co.	Martin P. Donahoe.	Points of delivery.								
													New York and Chicago.	New York.			Chi-cago.	St. Louis.	New York.	St. Louis.	
1																					
2																					
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4																					
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36																					
37																					
38																					
39																					
40																					

a All or none.
 b "Only."
 c New York delivery.
 d Chicago delivery.
 e For New York or Chicago delivery.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

CLOTHING.

Number.	CLASS No. 4. CLOTHING.	Quantity awarded.	Points of delivery.	
			George J. Busse.	Robert M. Fair.
			New York.	Chicago.
PIECE GOODS.				
1	Cassimere, equal to standard sample:			
2	All wool, cadet-gray, winter weight..... yds.	565	1.65	1.441
3				1.8155
4				1.9040
5	All wool, cadet-gray, summer weight..... do.	1,350	1.50	1.337
6				1.4405
7	Or Kersey, all wool, dark-blue, winter weight..... do.	4,065		1.4405
8				1.911
9	All wool, light-steel, winter weight..... do.	350		1.6065
10	All wool, light-steel, summer weight..... do.	122		1.3965
11	All wool, dark-steel, winter weight..... do.	3,970		1.6065
12	All wool, dark-steel, summer weight..... do.	240		1.3965
13	Kentucky jeans; width full 27 inches, weight 9 ounces to the linear yard; all wool filling..... yds.	6,090		.2995
14				.23½
15	GARMENTS.			
<i>Kentucky jeans.</i>				
16	Coats, men's, Oxford, Kentucky jeans, s. b. sack, straight front, narrow rolling collar, five buttons, black vegetable ivory, body lining, not quilted, 38 to 46..... No.	107		
17				
18				
19	Pants, boys':			
20	Long, Oxford, Kentucky jeans, lined with good brown muslin, seat and crotch taped and strengthened, metal buttons, riveted on; for boys 6 to 10 years..... pairs.	1,050		
21				
22				
23	Knee, Oxford, Kentucky jeans; same as preceding in every particular; 6 to 10 years..... pairs.	2,065		
24				
25				
26	Oxford, Kentucky jeans; seat and crotch taped and strengthened, metal buttons, riveted on; for boys 11 to 18 years.. pairs..	5,020		
27				
28				
29	Pants, men's, 30 to 44 waist; 29 to 34 inseam; seat and crotch taped and strengthened, metal buttons, riveted on..... pairs..	1,410		
30				
31				

advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

at which contracts have been awarded.]

CLOTHING.

Number.	Points of delivery.									Number.	
	New York.			All points.	New York.		St. Louis.	New York.			
	Eugene G. Hanford.	Moritz Loth.	John F. Praeger.	John C. Eames.	William W. Lewis.	Charles L. Bowler.	William F. Pippey.	Wallace M. Brown.	Martin P. Donahoe.		John L. Maher.	Maurice Brill.
1	1.665		1.675			1.74					1
2											2
3	1.415		1.45			1.40					3
4						1.42					4
5						1.44					5
6			2.00								6
7											7
8											8
9	1.525		1.33		1.435						9
10	1.325		1.23		1.19½						10
11	1.525		1.33		1.435						11
12	1.325		1.23		1.19½						12
13		.25	.29½			.2348	.32	.2450			13
14		.26					.32	.30			14
15		.27									15
16	2.10						2.50		2.39		16
17	2.12						2.50				17
18	2.15						2.65				18
19							2.65				19
20	b.95						1.12		1.09	.63	20
21	b.97						1.12			.759	21
22	b.99										22
23	b.56						.75		.79		23
24	b.57						.75				24
25	b.58										25
26	b 1.10						1.25	.80	a 1.25	.62	26
27	b 1.12						1.25			.77	27
28	b 1.14										28
29	b 1.26						1.55	.92	a 1.45	.69	29
30	b 1.28						1.55			.814	30
31	b 1.30										31

a Lined, 9 cents extra.
b With canvas bottoms, 4 cents additional.

Abstract of proposals received and contracts awarded in New York City, under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS NO. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.			Number.			
			Moritz Loth.	John L. Maher.	Wallace M. Brown.				
							New York.		
1	Suits, boys': Jacket and long pants, 6 to 10 years, pants lined, No.....	1,285	2.25	2.29	2.50	1			
2			2.30		2.50	2			
3			2.40		2.65	3			
4					2.65	4			
5	Jacket and knee pants, 6 to 10 years, pants lined, No.....	1,545	1.85	1.99	2.25	5			
6			1.90		2.25	6			
7			2.00		2.40	7			
8					2.40	8			
9	Coat, vest, and pants, 11 to 18 years.....No..	4,480	3.35	3.85	4.00	9			
10			3.45		4.00	10			
11			3.55		4.10	11			
12					4.10	12			
13	Suits, youths' (coat, vest, and pants), 19 to 24 years, No.....	820	4.00	4.29	4.50	13			
14			4.10		4.50	14			
15			4.20		4.65	15			
16					4.65	16			
17	Vests, single breasted, six buttons, no collar, vege- table ivory buttons, sizes 38 to 46.....No..	95	.74	.70	.95	17			
18			.75		.95	18			
19			.76			19			
	<i>Satinet.</i>								
20	Coats, men's, Oxford (cloth full 12½ ounces to the yard, all wool filling), single-breasted sack, straight front, narrow rolling collar, four buttons, black vegetable ivory, sizes 38 to 46.....No..	58		2.34		20			
21	Overcoats: Boys', Oxford (cloth full 15 ounces to the yard, all wool filling), double-breasted sack, four buttons on front, black vegetable ivory, storm collar, circular breast pocket, reinforced at bottom and under arms, for boys 10 to 18 years, No.....	700		3.56	4.00	21			
22	Youths', Oxford (cloth full 15 ounces to the yard, all wool filling), double-breasted sack, 19 to 24 years; same as preceding in every par- ticular.....No..	455		3.98	4.50	22			
23	Men's, Oxford (cloth full 15 ounces to the yard, all wool filling), double-breasted sack, four buttons, black vegetable ivory, storm collar, circular breast pocket, reinforced at bottom and under arms, sizes 38 to 46.....No..	152		4.19	4.90	23			
24	Pants, men's, Oxford (cloth full 12½ ounces to the yard, all wool filling), seat and crotch taped and strengthened, metal buttons, sewed on, 30 to 44 waist, 29 to 34 inseam.....pairs..	140		1.37		24			
25	Vests, men's, Oxford (cloth full 12½ ounces to the yard, all wool filling), no collar, six buttons, black vegetable ivory, sizes 38 to 46.....No..	27		.70		25			

a Lined, 9 cents extra.

Abstract of proposals received and contracts awarded in New York City, under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS NO. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.				Number.
			New York.				
			Moritz Loth.	John L. Maher.	Wallace M. Brown.	The Lange & Walsh Manufacturing Co.	
<i>Police uniforms.</i>							
26	Coats, men's: Dark-blue kersey, single-breasted sack, straight front, blouse military collar, five gilt eagle buttons on front and 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'; winter weight.....No..	66	6.93		7.24	26	
27			6.18		7.52	27	
28	Dark-blue cloth, single-breasted sack, assorted sizes, for police uniforms, officers'; made same as preceding in every particular; summer weight; sizes as may be required.....No..	48	6.74		6.65	28	
29			6.34		6.75	29	
30	Dark-blue kersey, single-breasted sack, straight front, blouse military collar, five gilt eagle buttons on front and two gilt eagle buttons on cuffs; for police uniforms, privates'; sizes as may be required; winter weight.....No..	508		6.68	6.21	30	
31				5.93	5.94	31	
32					6.51	32	
33	Dark-blue cloth, single-breasted sack; made same as preceding in every particular; for police uniforms, privates'; sizes as may be required; summer weight.....No..	369	6.49		5.62	33	
34			6.09		5.71	34	

Abstract of proposals received and contracts awarded in New York City, under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.				Number.
			New York.	Chi- cago.	New York.	St. Louis.	
1	Pants, men's: Dark-blue kersey, to match coats, seat and crotch taped, metal buttons, sewed on, red-cloth piping down outside seams, to match officers' coats; for police uniforms, officers'; sizes as may be required; winter weight.....pairs..	67	3.84		3.84		1
2			3.39		4.04		2
3	Dark-blue cloth, to match coats, made same as preceding in every particular; for police uniforms, officers'; sizes as may be required; summer weight.....pairs..	50	3.72		3.49		3
4			3.44		3.54		4
5	Dark-blue cloth, seat and crotch taped, metal buttons, sewed on, sky-blue piping down outside seams; for police uniforms, privates'; sizes as may be required; winter weight, pairs.....	517	3.84		3.84		5
6			3.39		3.64		6
7					4.04		7
8	Dark-blue cloth, made same as preceding in every particular; for police uniforms, privates'; sizes as may be required; summer weight.....pairs..	375	3.72		3.49		8
9			3.44		3.54		9
10	Vests, men's: Dark-blue kersey, to match coats, single-breasted, straight military collar, 7 gilt eagle buttons on front; for police uniforms, officers' and privates'; sizes as may be required; winter weight.....No..	514	1.74		1.74		10
11			1.63		1.68		11
12					1.79		12
13	Dark-blue cloth, straight military collar, 7 gilt eagle buttons on front; for police uniforms, officers' and privates'; sizes as may be required; summer weight.....No..	310	1.69		1.54		13
14			1.61		1.56		14

^aThe Lange & Walsh Manufacturing Co. awarded 450; John L. Maher awarded 64.

Abstract of proposals received and contracts awarded in New York City, under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.				Number.		
			John L. Maher.	Maurice Brill.	George L. Irvine.	The Lange & Walsh Manufacturing Co.		Benjamin Greenwald.	Martin P. Donahoe.
	<i>Duck, 10-ounce.</i>								
15	Coats: Boys, dark-brown duck, single-breasted sack, straight front, narrow rolling collar, 4 patent buttons, riveted on, gray cotton jeans or cottonade lining; 10 to 18 years...No.	146	1.00		1.08	.96	15		
16	Men's, same description as preceding; sizes 38 to 46.....No.	237	1.15		1.22	1.18	16		
	<i>Overcoats:</i>								
17	Boys, dark-brown duck, double-breasted sack, gray cotton jeans or cottonade lining, storm collar, circular breast pocket, 4 patent riveted buttons on front; 10 to 18 years...No.	150	2.00		1.62	1.37	17		
18	Men's, dark-brown duck, double-breasted sack, gray cotton jeans or cottonade lining, storm collar, circular breast pocket, 4 patent riveted buttons on front; sizes 38 to 46...No.	134	2.25		2.12	1.74	18		
	<i>Pants:</i>								
19	Boys, dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons; 10 to 18 years, pairs.....	745	.78	.66	.84	.73	19		
20	Men's, dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons, 30 to 44 waist, 29 to 34 inseam.....pairs.	296	.85	.83	.96	.86	20		
21	Suits, boys' (coat, pants, and vest), lined, dark-brown duck, for boys 10 to 18 years.....No.	580	2.25	2.00	2.52	2.11	21		
22	Vests, men's, dark-brown duck, gray cotton jeans or cottonade lining, 6 patent buttons, riveted on, no collar, sizes 38 to 46.....No.	65	.65	.58	.68	.52	22		

Abstracts of proposals received and contracts awarded in New York City under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Point of delivery.		Number.
			John Wanamaker.	The Lange & Walsh Manufacturing Co.	
			New York.		
	<i>Cassimere.</i>				
1	Suits, uniform: Jacket and long pants, dark blue, lined, for boys 6 to 10 years. Winter weight.....No.	55		4.71	1
2	Jacket and knee pants, dark blue, lined, for boys 6 to 10 years. Winter weight.....No.	103		4.18	2
3	Jacket and knee pants, dark blue, lined, for boys 6 to 10 years. Summer weight.....No.	25		4.08	3
4				4.19	4
5	Coat, pants, and vest, dark blue, for boys 11 to 18 years. Pants not to be lined. Winter weight.....No.	390		7.07	5
6	Coat, pants, and vest, dark blue, for boys 11 to 18 years. Pants not to be lined. Summer weight.....No.	25		6.98	6
7				7.11	7
8	Coat, pants, and vest, dark blue, for large boys 19 to 24 years. Pants not to be lined. Winter weight.....No.	166		8.56	8
9	Jacket and long pants, cadet gray, lined, for boys 6 to 10 years. Winter weight.....No.	118	6.51	5.23	9
10				5.38	10
11				5.28	11
12	Jacket and knee pants, cadet gray, lined, for boys 6 to 10 years. Winter weight.....No.	218	5.52	4.61	12
13				4.73	13
14				4.64	14
15	Jacket and knee pants, cadet gray, lined, for boys 6 to 10 years. Summer weight.....No.	35	5.18	4.11	15
16				4.17	16
17	Coat, pants, and vest, cadet gray, for boys 11 to 18 years. Pants not to be lined. Winter weight.....No.	665	9.81	7.73	17
18				7.98	18
19				7.79	19
20	Coat, pants, and vest, cadet gray, for boys 11 to 18 years. Pants not to be lined. Summer weight.....No.	48	9.17	6.98	20
21				7.08	21
22	Coat, pants, and vest, cadet gray, for large boys 19 to 24 years. Pants not to be lined. Winter weight.....No.	160	10.75	9.38	22
23				9.68	23
24				9.46	24
25	Jacket and long pants, light steel, lined, for boys 6 to 10 years. Winter weight.....No.	480	6.31	4.62	25
26				4.94	26
27				4.98	27
28				4.79	28
29	Jacket and long pants, light steel, lined, for boys 6 to 10 years. Summer weight.....No.	37	5.88	4.29	29
30				4.56	30
31				4.64	31
32				4.34	32

Abstracts of proposals received and contracts awarded in New York City under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS No. 4. CLOTHING—continued.	Quantity awarded.	Point of delivery.			Number.
			John Wanamaker.	The Lange & Walsh Manufacturing Co.	Mortitz Loth.	
			New York.			
<i>Cassimere</i> —Continued.						
Suits, uniform:						
1	Jacket and knee pants, light steel, lined, for boys 6 to 10 years. Winter weight.....No..	1,080	5.35	4.07	-----	1
2				4.36	-----	2
3				4.40	-----	3
4				4.23	-----	4
5	Jacket and knee pants, light steel, lined, for boys 6 to 10 years. Summer weight.....No..	303	5.02	3.81	-----	5
6				4.04	-----	6
7				4.11	-----	7
8				3.86	-----	8
9	Coat, pants, and vest, light steel, for boys 11 to 18 years. Pants not to be lined. Winter weight.....No..	2,078	9.51	6.74	-----	9
10				7.23	-----	10
11				7.29	-----	11
12				7.08	-----	12
13	Coat, pants, and vest, light steel, for boys 11 to 18 years. Pants not to be lined. Summer weight.....No..	570	8.87	6.33	-----	13
14				6.62	-----	14
15				6.74	-----	15
16				6.38	-----	16
17	Coat, pants, and vest, light steel, for large boys 19 to 24 years. Pants not to be lined. Winter weight....No..	340	10.42	8.26	-----	17
18				8.89	-----	18
19				8.97	-----	19
20				8.64	-----	20
21	Coat, pants, and vest, light steel, for large boys 19 to 24 years. Pants not to be lined. Summer weight...No..	58	9.70	7.66	-----	21
22				8.11	-----	22
23				8.27	-----	23
24				7.69	-----	24
Suits, boys':						
25	Jacket and long pants, dark steel, lined, for boys 6 to 10 years. Winter weight.....No..	765	5.89	4.39	4.50	25
26				4.72	a4.60	26
27				4.81	-----	27
28				4.56	-----	28
29	Jacket and long pants, dark steel, lined, for boys 6 to 10 years. Summer weight.....No..	61	5.47	4.09	4.20	29
30				4.34	a4.30	30
31				4.42	-----	31
32				4.11	-----	32
33	Jacket and knee pants, dark steel, lined, for boys 6 to 10 years. Winter weight.....No..	1,492	5.08	3.78	4.05	33
34				4.08	b3.95	34
35				4.12	-----	35
36				3.96	-----	36
37	Jacket and knee pants, dark steel, lined, for boys 6 to 10 years. Summer weight.....No..	476	4.63	3.55	3.65	37
38				3.77	a3.75	38
39				3.84	-----	39
40				3.58	-----	40

^a Coat quilted.

^b Coat not quilted.

Abstracts of proposals received and contracts awarded in New York City, under advertisement of March 4, 1903, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS NO. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.								Number.	
			New York.		Chi- cago.	New York.	Chi- cago.	New York.				
1	Suits, boys' (coat, pants, and vest), dark-steel: For boys 11 to 18 years. Pants not to be lined. Winter weight.....No..	3,645	8.96	6.31	6.85						1	
2				6.81	a6.75						2	
3				6.87							3	
4				6.59							4	
5	For boys 11 to 18 years. Pants not to be lined. Summer weight...No..	1,090	8.31	5.93	6.10						5	
6				6.19	b6.20						6	
7				6.31							7	
8				5.96							8	
9	For large boys 19 to 24 years. Pants not to be lined. Winter weight, number	917	9.86	7.84	8.00						9	
10				8.44	8.10						10	
11				8.52							11	
12				8.22							12	
13	For large boys 19 to 24 years. Pants not to be lined. Summerweight, number	213	9.14	7.24	7.30						13	
14				7.71	b7.40						14	
15				7.89							15	
16				7.29							16	
	<i>Overalls.</i>											
17	Overalls, blue denims, patent buttons, riveted on, to be delivered in bundles of ten: Boys', 10 to 18 years, pairs.....	11,000				.33	.40	.38	.39	.385	.375	17
18								.34	.39	.37		18
19	Men's, 30 to 44 waist, 29 to 34 inseam.....pairs..	6,385				.365	.42	.43	.435	.4325	.45	19
20								.38	.425	.44	.43	20
21										.44	.43	21
22										.44	.435	22
23										.425	.425	23
24												24
	<i>Shirts.</i>											
25	Shirts, woven cotton cheviot: Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or with- out patent continuous piece in front, to open in front from 9¼ to 13¼ inches.....No..	7,605				.295		.30	.275		.265	25
26						.225			.275		.26	26
27						.235			.30		.265	27
28									.275			28
29	Men's, assorted sizes, 15 to 18 inch neck meas- ure, by half inches, metal buttons, with or without patent contin- uous piece in front, to open in front from 14 to 17 inches.....No..	3,400				.36		.34			.33½	29
30						.265		.32½			.31	30
31						.26		.34			.33½	31
32								.32½				32

a Coat not quilted.

b Coat quilted.

Abstract of proposals received and contracts awarded in New York City, under advertisement of March 4, 1902, for furnishing clothing, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CLOTHING—Continued.

Number.	CLASS NO. 4. CLOTHING—continued.	Quantity awarded.	Points of delivery.					Number.	
			New York.	Chicago.	New York.		St. Louis.		
					Abraham Straus.	Robert M. Fair.			John F. Fraeger. Franklin E. Witz.	Edward J. H. Estabrooks.	Martin J. Geary.	Martin P. Donahoe.
1	Shirts, hickory: Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9¼ to 13¼ inches.....No..	8,460		.31	.33½	.27	.275		1
2				.25					2
3				.27					3
4				.26					4
5				.28					5
6	Men's, 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..	6,200		.29	.375	.35½	.365		6
7				.325					7
8				.30					8
9				.335					9
10				.375					10
11	Shirts, gray flannel: Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9¼ to 13¼ inches.....No..	2,925	1.125	.78					11
12		990	.79	.86					12
13	Men's, 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..	1,455	1.23	1.04					13
14		565	.95	1.16					14
15	Shirts, Oxford melton: Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9¼ to 13¼ inches.....No..	* 990		.55				.73	15
16	Men's, 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..	* 565		.71				.87	16
17								1.12	17
18	Shirts, fancy flannel: Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9¼ to 13¼ inches.....No..	4,810		.385				.52	18
19				.50					19
20				.60					20
21	Men's, 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..	3,455	.86	.48				.67	21
22				.65					22
23				.785					23
24	Additional articles.								
24	Kersey, light-blue, 22-ounce.....yds..	800		1.4335	1.40				24
25				1.4405	1.80				25
26				1.7335					26

* To be taken in gray flannel next two above.

Abstract of proposals received and contracts awarded in New York City, under advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HATS AND CAPS.

Number.	CLASS No. 5. HATS AND CAPS.	Quantity awarded.	Point of delivery.									Number.								
			New York City.																	
			Harry Dougal.	Robert G. Barnum.	Henry C. Spear.	John E. McLoughlin.	David Lustig.	Maurice Brill.	Samuel Cashman.	John Wanamaker.	R. H. Macy & Co.		Arthur B. Waring.	Lewis Roberts.	William V. Campbell.					
1	Caps: Boys', dark colors, assorted sizes.....No.	5,685	.30			.34		3203½	33½											1
2			.31																	2
3			.32																	3
4			.33½			.36														4
5			.34																	5
6	Men's, dark colors, assorted sizes.....No.	1,220	.33			.36		3208½	355											6
7			.34			.36			35											7
8			.39			.38														8
9			.40																	9
10	Caps, military: Cadet gray, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No.	2,600																		10
11						.65		a. 75		645	55	645								11
12						.69		a. 65												12
13						.62		a. 71												13
14								a. 64												14
15								a. 60												15
16								a. 58												16
17	Dark blue, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No.	2,625				.65		a. 75		645	55	645								17
18						.63		a. 65												18
19						.62		a. 71												19
20								a. 64												20
21								a. 60												21
22								a. 58												22
23	Light steel, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No.	2,445				.65		a. 75		645	55	645								23
24						.63		a. 65												24
25						.62		a. 71												25
26								a. 64												26
27								a. 58												27
28	Caps, cloth, dark color, assorted sizes, for small girls.....No.	2,450				.27		.28	3208½	28		27								28
29						.32		.28		29		.29								29
30								.28		295										30
31								.28												31
32								.31												32
33								.48												33
34	Hats, boys', fur, dark colors, assorted sizes.....No.	9,469				.57												.61	.59	61
35																		.66	.64	65
36																		.69	.66	69
37																		.59	.59	59
38																		.64	.64	64
																		.69	.69	69

^a Will use same material for uniform suits.

Abstract of proposals received and contracts awarded in New York City, under

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

NOTIONS.

Number.	CLASS No. 6. NOTIONS.	Quantity awarded.	Point of delivery.					
			New York.					
			Abraham & Straus.	Isaac Berg.	Charles H. Wright.			
1	Braid:							
2	Dress, black	16,385	.01	a .0225				
3								
4								
5	Red, worsted, 1/4-inch.....do...	30,570	.005	b .055				
6								
7	Brushes:							
8	Hair.....doz..	355	1.64	1.75 1.625 1.50				
9								
10								
11								
12								
13								
14								
15	Tooth.....do...	835	1.15	1.10 .75				
16								
17								
18								
19								
20								
21	Buttons:							
22	Coat, black vegetable ivory, 30-line	380	.66	.35				
23								
24								
25	Coat, gilt eagle, 30-line.....do...	135	2.20	1.75	2.00			
26								
27								
28								
29								
30	Dress, vegetable ivory.....do...	950	.33	.33				
31								
32	Dress, smoked pearl, 26 to 28 line.....do...	910	.83	.50				
33			1.15	.50-				
34								
35								
36	Overcoat, black vegetable ivory, 40 and 50 line	35	1.21	.60				
37			1.54	.70				
38								
39								
40								
41								
42								
43								

a For 3 yards.

b For 12 yards.

c Per gross yards.

NOTIONS.

Chicago.	Points of delivery.						Chicago.	New York.		St. Louis.	Number.
	New York.							Chicago.	New York.		
	Robert M. Fair.	Edward Barnes.	John C. Eames.	William E. Hughes.	Maurice Brill.	The Manhattan Supply Co.						John Wanamaker.	Nathaniel H. White-side.	William H. Horstman Co.	Richard W. Geldart.	R. H. Macy & Co.	Martin P. Donahoe.
c 1.225						.0077	.01			.0110	1
c 1.27		.0083								.0075	2
c 1.395		.009								.0092	3
c 1.175		.015									4
c 1.42											5
c .575		c .65			.005	c .63	.0045			.0044	6
c .64											7
c .65											8
1.65		1.50	1.65	1.59		1.60	1.70			1.50	9
1.65		1.50		1.62			1.70			1.60	10
1.65				1.70			1.75			1.75	11
1.50				1.75			1.92				12
1.64							2.30				13
2.21							3.25				14
1.16							2.85				15
.95		1.05		1.15			.81			.90	16
.96		.88		1.16			1.00			1.00	17
.92		1.00		1.18			1.00			1.25	18
		1.00		1.19			1.00				19
				1.20			1.125				20
				1.26			1.19				21
.439		.66				.60	.435			.70	22
.46							.435			.40	23
							.487				24
							.487				25
1.77	1.75	1.79				2.46 1/2	1.16	2.00		1.75	26
1.79	2.10	2.20								1.80	27
2.10	2.50					1.73 1/2				2.20	28
2.175											29
2.55											30
.259		.33				.30	.261		.31	.35	31
.279											32
.82						1.04	.79 1/2			.85	33
1.12						1.15	1.10 1/2			1.20	34
.87											35
1.15											36
.95		1.21				1.10	.92			1.50	37
1.65		2.20				1.50	.92			1.75	38
1.12							.966				39
1.90							.966				40
							1.79				41
							1.79				42
							1.74				43
							1.74				44

Abstracts of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS No. 6. NOTIONS—continued.	Quantity awarded.	Points of delivery.		
			Points of delivery.		
			New York.	Chicago.	
1	Paper, toilet.....packs..	51,455	.093	.0275	.021
2					.021
3					.031
4					.047
5					.035
6					.045
7	Pins:				
8	Bra's, standard, Nos. 2, 3, and 4.....do..	885		.215	.2137
9				.235	.2337
10				.265	.2637
11	Hat, girls'.....doz..	670	.211	.18	.211
12					
13					
14	Hair, wire.....gross..	460	a. .081	.45	a. 11
15				.63	
16	Safety, assorted, 1, 1 1/2, and 2 inch.....do..	505	.231	.19	.191
17			.2929	.23	.231
18			.3292	.265	.271
19				.20	
20				.235	
21				.275	
22	Ribbon, blue and cardinal, 1/2, 1, and 2 inch.....yds..	32,975	.018	.0275	.021
23			.028	.03	.04725
24			.058	.05	.06162
25					.07613
26					.01625
27					.031
28					.041
29					.051
30					.02
31					.025
32					.0422
33					.0553
34					.0682
35					.02
36					.06375
37					.07875
38	Scissors, buttonhole.....No..	190	.23	.29	.275
39			.26		.281
40					
41					
42					
43					
44	Silk, sewing:				
45	Scarlet, 50-yard spools.....doz..	440		.29	.2745
46					.3375
47					.3375
48	Black, 50-yard spools.....do..	715		.29	.2745
49					.3375

a Per pound.
b Per bundle.
c Per gross.
d Per gross papers.
e Per 10 yards.
f For the lot.

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	Points of delivery.										Number.	
	Points of delivery.											
	New York.					Chica-go.	New York.		St. Louis.	New York.		Chica-go.
	Edward Barnes.	John C. Eames.	Maurice Brill.	The Manhattan Supply Co.	John Wanamaker.	Nathaniel H. White-side.	R. H. Macy & Co.	Michael Cavanaugh.	Martin P. Donahoe.	Theodore B. Thompson.	Carlson Currie Co.	1
												2
		.033	.03025	.03	.0299			.0324	.0350			3
		.035	.033	.033	.0321			.03115	.0375			4
		.034	.03355	.0347	.0333			.0304				5
		.039	.03465	.035	.0395			.02915				6
			.0385	.042								7
			.04235									8
	.215	.205		.28	.21	.2649			.20			9
	.235	.235		.26	.24	.2349			.24			10
	.265	.265		.23	.27	.2149			.27			11
	.21	c. 18			.0175	.21	.22		.05			12
		c. 21							.10			13
		c. 42										14
		c. 50										15
	b. 08	b. 07			d. 241	a. 075			.065			16
		b. 15				a. 105			.10			17
	.20	.21	.45281	.22	.1825	.2993	.25		.20			18
	.231	.25	.521	.27	.2185	.257	.30		.24			19
	.271	.29	.59211	.30	.255	.2137	.35		.28			20
			.2351		.199	.2182						21
			.28211		.2337	.1710						22
			.32911		.276	.1257						23
					e. 37	.014			.02			24
					e. 40	.014			.0325			25
					e. 86	.021			.05			26
						.021			.0125			27
						.047			.0275			28
						.047			.0450			29
												30
												31
												32
												33
												34
												35
												36
												37
		.17		.27	.19	.285			.25			38
		.27			.41				.29			39
					.125							40
					.22							41
					.28							42
					.35							43
												44
		.30		.245	.275	.271			.265	f 123.20	.295	45
					.27	.27						46
												47
		.30		.245	.275	.271			.265	f 200.20	.295	48
					.27	.27						49

Abstract of proposals received and contracts awarded in New York City under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS No. 6. NOTIONS—continued.	Quantity awarded.	Points of delivery.		
			Points of delivery.		
			New York.	Chicago.	
1	Spool cotton, best of standard 6-cord, Nos. 20 to 50, white, black, and drab.....doz..	13,455	.275	.50	.344
2	Suspenders:				
3	Boys'.....pairs..	8,850		.09	.05
4					.055
5					.05½
6					.055
7					.07½
8					.085
9					.07
10					.0825
11					.075
12					.085
13					.07
14					.075
15					.0825
16	Men's.....do..	13,105		.09	.0925
17					.09
18					.1025
19					.095
20					.10
21					.0875
22					.095
23					.0925
24					.10
25					.10
26					.1125
27					.10
28					.1025
29					.0875
30					.09½
31					.10
32					.11
33	Tape measures, medium.....doz..	75	.15	.16	.18
34					.18
35					.18
36					.18
37					.18
38					.18
39	Tape, white, cotton, ½ to ¾ inch widths.....doz. pieces..	3,035		.08	.057
40				.09	.0674
41				.11	.0775
42					.0866
43					.0964
44					.10½

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	Points of delivery.												Number.	
	Points of delivery.													
	New York.	Chi-cago.	New York.				Chi-cago.	St. Louis.	New York.					
1	.3375	.34½			.325	.29	.33½	.35						1
2		.34½												2
3	α1.20	.08	.06	.085					.08½		.085			3
4	α1.00	.085	.07						.08½					4
5	α.84	.08½							.09					5
6		.09½							.09½					6
7		.099½							.09					7
8		.10½							.09½					8
9														9
10														10
11														11
12														12
13														13
14														14
15														15
16														16
17	α1.44	.09½	.09	.0933					10½	.17	.10			17
18	α1.38	.10½	.105	.1025					.11½	.17	.11			18
19	α1.20	.10½	.125	.0935					.11	.10	.14			19
20		.10½	.1275	.1058					.11½	.12				20
21		.11½		.0975					.11	.06				21
22		.11½		.0974					.11½					22
23														23
24														24
25														25
26														26
27														27
28														28
29														29
30														30
31														31
32														32
33	.32	.25						.165	.24	.18½	.1875	.18	.188	33
34	.42	.30												34
35	.60	.38												35
36		.48												36
37		.68												37
38		1.05												38
39	.07			.0788				.0594	.0593	.0525	.0547	.0577		39
40	.08			.0788				.0788	.071	.0625	.0729	.06733		40
41	.09			.10½				.0989	.0791	.0725	.0911	.0769		41
42	.10			.11½					.091	.0825		.0865		42
43									.0989	.0925		.096		43
44										.105				44

α Per dozen.

Abstract of proposals received and contracts awarded in New York City, under

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

Number.	CLASS No. 6. NOTIONS—continued.	Quantity awarded.	Points of delivery.						
			Points of delivery.						
			New York.	Chicago.					
1	Tape, elastic, black:								
2	¾-inch.....yds..	24,000	.025	.0375	.0225				
3			.02½		.025				
4					.03½				
5	¾-inch.....do..	3,570	.02	.025	.03½				
6			.025		.0175				
7					.02				
8					.02½				
9	Thimbles:				.0275				
10	Closed, steel or aluminum.....doz..	765	.09½	.05	.11				
11									
12	Open, steel or aluminum.....do..	72	.09½	.09	.11				
13									
14	Thread, linen, standard make, Nos. 30, 35, and 40, ¾ dark-blue, ¾ whitey-brown, standard Nos.....lbs..	110	.74	.83	.75				
15			.83		.85				
16			.93		.95				
17									
18									
19									
20	Twist, buttonhole silk, No. 8, 2-ounce spools.....oz..	740			.3865				
21									
22	Twine, sack.....lbs..	220			.1975				
23					.1775				
24					.1725				
25					.1425				

advertisement of March 4, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

Number.	Points of delivery.										Number.
	New York.					Chicago.	New York.		St. Louis.	Chi-	
	Edward Barnes.	John C. Eames.	J. P. Nazaratch.	The Manhattan Supply Co.	John Wanamaker.	Nathaniel H. White-side.	Richard W. Geldart.	R. H. Macy & Co.	Martin P. Donahoe.	Carlson Currie Co.	
1	.03	.0313		.02½	a. 2843	.03½	.0299	.02875	.031		1
2	.0361	.0375		.02½	a. 3167			.0325	.0375		2
3				.03							3
4				.03½							4
5	.022	.0234		.01	a. 2233	.02½	.02½	.0225	.022		5
6	.02½	.9275		.02	a. 2512			.03	.0275		6
7				.02½							7
8				.03							8
9		.06			.09	.08½	.10	.09875	.09		9
10		.105					.11				10
11		.115									11
12		.115			.09	.09½	.10	.094	.10		12
13							.11				13
14					.75	.9888					14
15					.75	1.0987					15
16					.85	1.2451					16
17					.85	.6592					17
18					.95	.7324					18
19					.95	.8057					19
20		.48½			b. 40	.40½			c 4.00	.41½	20
21									c 4.20		21
22			.175						.15		22
23			.225						.17		23
24									.17		24
25											25

a Per dozen yards delivered in 2-yard lengths.
 b On 1½-ounce spools.
 c Per pound.

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, Cal.				
			James A. Snook.	Saul Magner.	Richard N. Nason.	Edward F. Baxter.	Jacob Levi, jr.
1	Allspice, ground, in $\frac{1}{2}$ and 1 pound tins.....lbs..	90					.12
2							.145
3	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.....lbs..	* 6,300	.16	.18 $\frac{1}{2}$			.14 $\frac{1}{2}$
4			.15	.14			.17
5				.19 $\frac{1}{2}$			.22
6				.15			.245
7	Bath brick.....doz..	45					
8	Beeswax.....lbs..	279			.33 $\frac{1}{2}$		
9	Boxes bluing.....doz..	193					
10	Candles, adamantine, 6's.....lbs..	295					
11	Cassia, ground, in $\frac{1}{2}$ and 1 pound tins.....do..	167					.12
12							.145
13	Cloves, ground, in $\frac{1}{2}$ and 1 pound tins.....do..	80	.25				.12
14			.25				.145
15	Cocoa, in $\frac{1}{2}$ and 1 pound tins.....do..	* 1,150	.345				.215
16							.265
17	Cornstarch, in 1-pound packages.....do..	2,265					.04$\frac{1}{2}$
18							.505
19	Cream tartar, in $\frac{1}{2}$ and 1 pound tins.....do..	85	.36				.185
20			.34				.31$\frac{1}{2}$
21	Ginger, ground, in $\frac{1}{2}$ and 1 pound tins.....do..	270	.17				.12
22			.16				.145
23	Hops, fresh, pressed.....do..	440					.33
24	Lye, concentrated.....doz..	787	.47				.375
25							.71 $\frac{1}{2}$
26							.87
27	Matches, full count, 100 in box.....gross..	262					
28							.847
29							.29
30	Mustard, ground, in $\frac{1}{2}$ and 1 pound tins.....lbs..	120	.16				.11
31			.15				.135
32	Pepper, black, ground, in $\frac{1}{2}$ and 1 pound tins..do..	815	.175				.12
33			.165				.145
34	Sirup, in barrels of not exceeding 43 gallons..galls..	* 400	.36			.355	
35			.33			.335	
36			.31				
37							
38	Sirup, in 5-gallon IC tin cans, cased.....do..	* 17,390	.42			.415	
39			.40			.405	
40			.385				
41							

*No award made; will be purchased under Chicago contract.

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GROCERIES.

Number.	Delivered in San Francisco, Cal.														
	Joseph Sloss.	Louis Feldman, jr.	Christian W. Smith.	John P. Winchester.	Herbert C. Long.	Ernest R. Folger.	Wakefield Baker.	Ivory F. Littlefield.	William S. Miller.	Getz Bros. & Co.	Fred B. Dallam.	Hugh M. Johns.	George P. Lavinger.	Albert L. Ehrman.	John H. Spohn.
1													.20		
2															
3						.13 $\frac{1}{2}$							.325	.21	
4						.15 $\frac{1}{2}$							.25	.155	
5															
6									.39						
7	.29	.26	.45	.32			.35						.35	.30	
8			.285					.32					.42		
9													.42		
10													.10 $\frac{1}{2}$		
11									.10				.275		
12															
13													.25		
14															
15										.365			.37		
16										.355			.37		
17											.0429		.04 $\frac{1}{2}$	.045	
18															
19													.35		
20													.22		
21													.23		
22															
23													.16		
24										.44			.70		814.80
25													.35		
26															
27													.85		
28															
29															
30													.25		
31															
32													.20		
33															
34							.37						.44		
35							.33						.39		
36													.37		
37													.33		
38							.43						.47		
39							.39 $\frac{1}{2}$						.42		
40													.40		
41													.36		

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS.

Number.	CLASS No. 9. CROCKERY AND LAMPS.	Quantity awarded.	Delivered in San Francisco, Cal.	
			Alonzo A. Watkins.	Henry Seller.
1	Bowls, white enamel ware:			
2	Pint.....doz..	102	1.40	1.75
3				2.00
4	Quart.....do..	171	1.65	2.25
5				2.70
6	Burners, lamp:			
7	Heavy, No. 1.....do..	20		
8	Heavy, No. 2.....do..	45		
9	For Rochester Mammoth.....No..	102		
10	Chambers, with covers, ironstone or white enamel ware.....do..	56	.44	.45
11	Crocks, with cover:			
12	1-gallon.....do..	106		
13	2-gallon.....do..	107		
14	3-gallon.....do..	95		
15	Cruets, vinegar.....doz..	27		
16	Cups, white enamel ware:			
17	Coffee.....do..	128	1.08	1.75
18				2.00
19	Tea.....do..	93	1.20	1.75
20				2.00
21	Dishes, meat, white enamel ware:			
22	14-inch.....No..	288		.55
23				.55
24	16-inch.....do..	113		.65
25				.65
26	Dishes, vegetable, without covers, white enamel ware.....do..	500		.19
27				.20
28	Globes:			
29	Lantern, tubular, safety.....doz..	30		.63
30	For tubular street lamps.....No..	160		
31	Lamp shades:			
32	Metal, for Mammoth Rochester lamp.....do..	18		
33	Paper, with wire rims.....doz..	7		
34	Porcelain, for students' lamps.....No..	107		

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS.

Number.	Delivered in San Francisco, Cal.										Number.
	Fred B. Dallamf	The Manhattan Supply Co.	Henry M. Holbrook.	Fred W. Dohrman, Jr.	Harry Unna.	Maurice Block.	Joseph Sloss.	George Bauer.	John Roy Hiller.	Wakefield Baker.	
1		1.60	.92	1.72	1.60		1.10				1
2					1.80						2
3					2.10						3
4		1.80	1.40		1.20		1.75				4
5		2.20			2.40						5
6					2.70						6
7					1.40						7
8	.56			.60	.48	.41	.40				8
9				.43		.60					9
10	.81			.81	.65	.55	.50				10
11				.57		.81					11
12						.98					12
13		.67	.38	.50	.70	.525	.33				13
14		.75			.83		.40				14
15					.52						15
16				.15		.20					16
17				.30		.40					17
18				.45		.60					18
19				1.35		.80					19
20						1.50					20
21		1.70	1.13	1.38	1.50		1.15				21
22					1.60						22
23					1.20						23
24					1.30						24
25		1.47	1.13	1.26	1.40		1.00				25
26					1.30						26
27											27
28		.48	.45		.50		.35				28
29											29
30		.57	.50	.56	.60		.45				30
31											31
32		.80	.17		.23		.25				32
33		.95			.27						33
34		1.17			.33						34
35					.40						35
36	.63		.62	.54	.59	.65	.58			.54	36
37				.37		.40	.39	.375		.32	37
38				.19		.20			.125		38
39				.39		.50					39
40				.11		.125					40

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.	George Bauer.	John Roy Hiller.	Wakefield Baker.
			Delivered in San Francisco, Cal.		
1	Lamps, heavy, glass or metal fount: Heavy metal bracket, with burner, chimney, and reflector, complete.....No.	151			
2	Table, not over 12 inches high, metal base, with burner and chimney, complete.....No.	79			
3	Lamps:				
4	Students' one-burner, with burner, shade, and chimney, complete.....No.	38			
5	Rochester (Mammoth), hanging, with burner and chimney, complete.....No.	61		2.40	
6	Street, tubular, globe, with burners, complete.....do.	58	3.00	2.80	3.40
7	Lamp chimneys:				
8	Sun-burner, No. 1, extra heavy.....doz.	31			
9					
10	Sun-burner, No. 2, extra heavy.....do.	164			
11					
12	For students' lamps.....do.	87			
13					
14	For Rochester lamps (Mammoth).....do.	111			
15	Lamp wicks:				
16	No. 0, boiled.....do.	25			.02
17	No. 1, boiled.....do.	25			.03
18	No. 2, boiled.....do.	96			.035
19	For students' lamps, boiled.....do.	38			
20	For tubular street lamps, boiled.....do.	25 ^b			
21	For Rochester lamps (Mammoth).....do.	32 ^b			
22	Lanterns, tubular, safety.....No.	225			.38
23	Pepper sprinklers, glass.....doz.	38			
24	Pitchers:				
25	Pint, white enamel ware.....No.	147			
26	Quart, white enamel ware.....do.	85			
27	Sirup, glass, pint, metal top.....doz.	33 ^b			
28	Water, 2-quart, white enamel ware.....No.	302			
29	Water, 3-quart, white enamel ware.....do.	508			
30	Wash bowl, white enamel ware.....do.	224			
31	Plates, white enamel ware:				
32	Breakfast.....doz.	79			
33	Dinner.....do.	78			

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

Number.	Delivered in San Francisco, Cal.										Number.
	Fred W. Dohrman, jr.	Maurice Block.	Joseph Sloss.	Fred B. Dallam.	Harry Unna.	Louis Feldman, jr.	Alonzo A. Watkins.	Henry M. Holbrook.	Henry Seller.	The Manhattan Supply Co.	
1	.43	.44									1
2	.43	.27									2
3	2.00	.40									3
4	2.29	2.25									4
5	2.49	2.45									5
6		2.60									6
7			3.50								7
8	.99	.80		.99							8
9	.68	.99			1.01						9
10	.42										10
11	1.25	1.00		1.26	1.23						11
12	.85	1.26			1.28						12
13	.57	.32									13
14	.34	.75									14
15	.41										15
16	.67	1.65		1.64	1.75						16
17	1.60	2.35									17
18											18
19	.01 ^a		.02	.02	.01 ^b						19
20	.02 ^b		.025	.025	.02						20
21	.03 ^b		.035	.035	.03						21
22	.09	.125	.09								22
23	.055		.065								23
24	.51	.55	.55	.54	.51						24
25	.385	.40	.36	.42	.40	.40	.40	.42			25
26		.40	.40								26
27	.40	.40									27
28		.38									28
29	a .49		.25		.43			.31	.47	.38	29
30	b .56		.30		.50			.45		.44	30
31	2.70	2.15									31
32		3.35									32
33	.71		.40		.63			.45	.67	.62	33
34	.71				.60						34
35	.90		.56		.90			.54	.78	.67	35
36	.70		1.05		.62			.63	1.25	1.66	36
37	.86		.95		1.80		.90	.89	1.80	2.10	37
38									2.00		38
39	1.16		1.20		2.20		1.00	1.00	2.40	2.47	39
40					2.60				2.90		40
41					1.20				3.40		41

a 29 only at 49 cents.

b 72 only at 56 cents.

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.	To be delivered in San Francisco, Cal.	
			Henry M. Holbrook.	William A. Schrock.
1	Brushes:			
2	Shoe, polishing.....doz..	54	4.00	
3			1.05	
4	Stove, 5-row, 10-inch.....do..	18	1.20	
5			1.40	
6	Buckets, well, oak, extra strong.....No..	25		
7	Bureaus, 3 drawers, burlaped and crated, not over two in each crate.....No..	†78		5.50
8				4.65
9	Chairs:			
10	Reed-seat, close-woven.....doz..	37 ^a		
11	Wood, bow-back, 4 spindles to back.....do..	66		
12	Wood, office, bow back and arms, revolving.....No..	28		
13	Churns, barrel, revolving, to churn 5 gals.....do..	6		
14	Clocks, 8-day, pendulum or spring lever.....do..	54		
15	Clotheslines:			
16	Galvanized wire, in lengths of 100 feet, per 100 feet.....feet..	18,700	.27	
17			.23	
18			.18	
19	Rope.....No..	15		
20	Clothespins.....gross..	222		
21	Desks, office, medium size and quality, wrapped in heavy paper and burlaped.....No..	8		
22				
23	Desks, school, with seats, double:			
24	No. 1, for scholars 18 to 21 years old.....do..	*8		
25	No. 2, for scholars 15 to 18 years old.....do..	12		
26	No. 3, for scholars 13 to 15 years old.....do..	12		
27	No. 4, for scholars 11 to 13 years old.....do..	20		
28	No. 5, for scholars 8 to 11 years old.....do..	20		
29	No. 6, for scholars 5 to 8 years old.....do..	18		
30	Desks, school, back seats for, double, No. 1.....do..	4		
31	Desks, school, with seats, single:			
32	No. 1, for scholars 18 to 21 years old.....do..	20		
33	No. 2, for scholars 15 to 18 years old.....do..	29		
34	No. 3, for scholars 13 to 15 years old.....do..	95		
35	No. 4, for scholars 11 to 13 years old.....do..	37		
36	No. 5, for scholars 8 to 11 years old.....do..	39		
37	No. 6, for scholars 5 to 8 years old.....do..	10		
38	Desks, school, back seats for, single:			
39	No. 1.....do..	8		
40	No. 2.....do..	5		
41	No. 3.....do..	14		
	No. 4.....do..	10		
	No. 5.....do..	8		

* No award made on desks. Will be purchased under Chicago contract.
† To be purchased in open market.

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

Number.	To be delivered in San Francisco, Cal.										Number.	
	Charles M. Wiggin.	Charles F. Weber.	Joseph Sloss.	Louis Feldman, jr.	Oscar S. Levy.	James I. Holcomb.	Harry Unna.	Fred W. Dohrman, jr.	Wakefield Baker.	Fred B. Dallam.		George F. Lainger.
1			1.86	1.50		2.25	2.30			3.25	2.50	1
2										2.06	1.75	2
3			1.92	.90		1.15	1.05	2.77		1.70	1.60	3
4				1.14						1.54		4
5			.39	.34			.38		.35	.55		5
6										.48		6
7												7
8												8
9		10.45										9
10		^a 7.24										10
11		^b 7.84										11
12		3.95										12
13			3.13	3.60					3.10	3.40		13
14		3.15			2.88							14
15		2.90										15
16			.14 ^a	.17			.15		.18	.175		16
17			.20									17
18			.10					.05	.10	.05		18
19										.05		19
20			.12	.12			.12	.14		.13	.12	20
21												21
22		12.45										22
23		14.70										23
24		4.95	5.05									24
25		4.90	5.05									25
26		4.80	4.90									26
27		4.75	4.90									27
28		4.65	4.75									28
29		4.60	4.75									29
30		4.50	4.60									30
31		4.05	4.15									31
32		4.00	4.15									32
33		3.90	4.00									33
34		3.85	4.00									34
35		3.75	3.80									35
36		3.70	3.65									36
37		3.55	3.60									37
38		3.52	3.60									38
39		3.48	3.55									39
40		3.45	3.55									40
41		3.45	3.50									41

^a Pine seat.
^b Hard wood seat.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

FURNITURE AND WOODEN WARE—Continued.

Number.	CLASS No. 10. FURNITURE AND WOODEN WARE—continued.	Quantity awarded.	Charles M. Wiggins.	Charles F. Weber.	Joseph Sloss.	John A. Clover.
			Delivered in San Francisco, Cal.			
1	Desks, teacher's, medium size and quality, wrapped in heavy paper and burlaped.....No..	13	9.75	10.00		
2			11.00	11.50		
3	Handles:				.345	
4	Hammer, 16-inch.....doz..	23			.315	
5	Hatchet.....do..	11			.315	
6	Sledge, "extra," 36-inch.....do..	20		1.14		
7	Machines, sewing:					
8	"Family," with cover and accessories...No..	31		15.00		14.00
9	Tailor's, with attachments.....do..	8				20.00
10	Mattresses:					
11	Double, 6 by 4 feet, excelsior, cotton top, not less than 45 pounds each, wrapped in heavy paper, packed in burlaps, well sewed; not over 4 in each bundle.....No..	193				
12	Single, 6 by 3 feet, excelsior, cotton top, not less than 35 pounds each, wrapped in heavy paper, packed in burlaps, well sewed; not over 4 in each bundle.....No..	843				
13	Measures, 1-peck, wood, ironbound, or all iron, number.....No..	2				
14	Mirrors, not less than 15 by 18 inches.....No..	198				
15	Mopsticks.....doz..	134			.75	
16	Pails, wood, painted, 3 iron hoops, heavy, stable pattern.....No..	2				
17	Pillows, 20 by 30 inches, 3 pounds each, curled hair or mixed filling, wrapped in heavy paper, packed in burlaps, well sewed; not over 20 in each bundle.....No..	850				
18						
19						
20						
21						
22	Rolling pins, 2½ by 13 inches, exclusive of handles.....No..	52			.06	
23	Rope, manila:					
24	¾-inch.....lbs..	1,020			.1224	
25	¾-inch.....do..	2,100			.1374	
26	¾-inch.....do..	1,180			.1174	
27	¾-inch.....do..	1,570			.1324	
28	¾-inch.....do..	900			.1174	
29	¾-inch.....do..	100			.1324	
30	¾-inch.....do..	327			.1174	
31	¾-inch.....do..	41		5.39	.1324	
32	¾-inch.....do..				.144	
33	¾-inch.....do..				.204	
34	Sash cord.....doz..	41				
35	Stools, wood.....doz..	41				
36	Washboards, double zinc, in bundles of 1 dozen, with 2 cleats 2 by ¾ inch each side of bundle, number.....No..	475			.214	
37	Washstands, wood, burlaped and crated, not over 4 in one crate.....No..	*83				
38	Washing machines, extra heavy, well crated (bids on light machines will not be considered).....No..	91			5.75	7.00
39						
40	Washtubs, 3 hoops, in nests of the 3 largest sizes.....No..	12				
41	Wringers, clothes, wood frame:				1.90	
42	Rolls 12 by 1½ inches.....do..	90			2.50	
43	Rolls 10 by 1½ inches.....do..	16			1.25	2.00
44						
45						
46						

* To be purchased in open market.

Number.	Delivered in San Francisco, Cal.														
	Wakefield Baker.	Andrew Carigan.	The Manhattan Supply Co.	Leonard H. McRoskey.	William A. Schrock.	John Hoey.	Fred B. Dal-lam.	Oscar S. Levy.	Schussler Brothers.	Harry Unna.	Henry M. Holbrook.	Louis Feldman, Jr.	Fred W. Dohrman, Jr.	Edward H. Lake.	George P. Lainger.
1															
2															
3	.40	.50													
4	.42	.40													
5	1.25	1.40													
6				17.10											
7				24.90											
8				3.25	2.85	3.00									
9				2.85	2.40	2.50									
10							.50								
11							1.11	1.35	1.05						
12							1.01	.65	1.29						
13									1.10						
14									1.35						
15	.87	1.00					2.20		.72		.74	1.00	.79	.80	
16							1.90			.90					
17							.85				.65		.75		
18				1.15	.40										
19				1.05											
20				.85											
21				.75											
22							.10		.08	.095	.08	.06	.075	.10	
23	.1194										.124				
24	.1146										.124				
25	.1146										.124				
26	.1146										.124				
27	.1146										.124				
28	.1146										.124				
29	.1146										.124				
30	.1146										.124				
31	.1146										.124				
32	.1146										.134				
33	.19	.215													
34															
35															
36	.18						.27		.195	.20	.20	.30	.21	.29	
37							.18		.15		.24			.17	
38						4.90									
39								7.50		6.00	6.50	6.50	6.25	7.75	
40								7.20		6.50					
41															
42							3.60				1.15	1.16			
43	1.95							1.89	2.00	2.50	2.90				
44								3.13							
45	1.10							1.40	1.50	1.85	1.15	1.55	1.50		
46								2.50							

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, Cal.	
			John P. Winchester.	William Davis.
	Buckles, roller, harness, malleable iron, X. C.:			
1	¾-inch.....gross..	9	.80	.85
2	¾-inch.....do..	2	.97	1.00
3	¾-inch.....do..	11	1.13	1.10
4	1-inch.....do..	10	1.27	1.25
5	1½-inch.....do..	3	1.85	1.90
6	1½-inch.....do..	3	2.32	2.35
7	1½-inch.....do..	2	2.80	2.85
8	2-inch.....do..	2½	3.30	3.35
	Buckles, trace, 3-loop, Champion, X. C.:			
9	1½-inch.....doz. pairs..	5	1.06	
10	1½-inch.....do..	4	1.25	
11	1½-inch.....do..	4	1.52	
12	2-inch.....do..	2	1.75	
	Burnishers:			
13	Heel, corrugated.....No..	3		
14	Heel, plain.....do..	8		
15	Shank.....do..	5		
16	Cement, shoe, 2-ounce.....doz..	12½		
17	Chains, halter, with snap, 4½ feet, No. 0.....No..	46½		
18	Channel cutters.....do..	10	1.15	
19	Channel openers.....do..	8		
20	Cinches.....do..	29	.47	.35
21			.58	.49
22			.95	
23	Clamps, sewing, knee.....do..	7		
	Clips:			
24	Hame, japanned.....doz..	14	.57	.65
25	Trace, polished, 4½-inch, malleable iron.....do..	15	.28	.25
	Cockeyes, screwed, japanned:			
26	1½-inch.....do..	8	.33	.35
27	1½-inch.....do..	15	.37	.40
28	1½-inch.....do..	10	.45	.45
29	2-inch.....do..	14	.62	.55
	Collars, horse:			
30	17 to 19 inches, by ½-inch.....No..	340	1.625	1.08
31			1.45	1.34
32			1.13	1.74
33	19½ to 21 inches, by ½-inch.....do..	104	1.625	1.18
34			1.45	1.47
35			1.13	1.90
36	21½ to 24 inches, by ½-inch.....do..	12	2.40	1.40
37			2.15	1.73
38			1.70	2.24
39	Collars, mule, 15 to 16½ inches, by ½-inch.....do..	144	1.60	1.08
40			1.425	1.34
41			1.115	1.74

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Edward H. Horton.	Joseph Sloss.	Sewall Dolliver.	Wakefield Baker.	Frank M. Gilham.	Jacob G. Liebold.	Number.
.80						1
1.00	.65					2
1.13	.75					3
1.27	.90					4
1.85	1.25					5
2.30	1.50					6
2.85	2.00					7
3.45	2.25					8
						9
1.26						10
1.42						11
1.80						12
						13
		.70				14
		.45				15
		.45				16
		1.10				17
			.20	.17		18
			.60			19
			.15			20
.40						21
						22
			.48			23
						24
.60	.25					25
						26
.34						27
.39	.28					28
.47	.35					29
.59	.50					30
1.35				1.75	1.30	31
					1.40	32
					1.50	33
1.39				1.80	1.35	34
					1.45	35
					1.50	36
1.73				2.25	1.70	37
					1.75	38
1.35				1.75	1.30	39
					1.40	40
					1.50	41

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

HARNES, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	CLASS No. 11. HARNES, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	John H. Spohn.	John P. Winchester.	Sewall Dolliver.
			Delivered in San Francisco, Cal.		
1	Collices, sizes 4 to 12.....No..	12			.29
2	Crimping boards:				
3	Boys'.....pairs..	4			.48
4	Men's.....do..	4			.48
5	Crimping screws.....No..	6			.25
6	Currycombs, tinned iron, 8 bars.....doz..	12 ^{1/2}		1.20	
7	Cutter, peg, regular.....No..	10			.50
8	Dressing, shoe.....doz..	82	a61.50		.70
9					.70
10	Eyelets, black, B, long.....M..	42			.08
11	Eyelet hooks, black.....M..	16			.67
12	Eyelet sets:				
13	Hand.....No..	5			.60
14	Foot power.....do..	1			4.50
15	Eyelet hook set, foot power.....do..	4			4.50
16	Halters.....do..	67		1.30	
17				1.20	
18	Hair, gray goat.....lbs..	b50			
19	Hames, Concord, size 18 by 20 inches, wood, high top, clip and breast ring.....pairs..	255		.96	
20	Harness, double, complete:				
21	With breeching, Concord hames.....sets..	c66		35.75	
22				35.42	
23				34.75	
24	Without breeching, Concord hames.....do..	40		a28.75	
25				28.42	
26				27.75	
27	Harness, plow, double, with backband and collars, Concord hames.....sets..	254		14.50	
28				15.25	
29				14.17	
30				14.92	
31				13.50	
32				14.25	
33	Hooks, hames.....doz..	2		.90	
34	Ink, burnishing (quarts).....do..	3 ^{1/2}			1.70
35	Jacks, low arm, for lasting and pegging.....No..	8			3.25
36	Knives:				
37	Cutting.....doz..	2			
38	Gauge.....do..	2-12		15.50	
39	Head, large size.....do..	1		9.75	
40	Round, large size.....do..	3-12		21.00	
41	Shoe, square point, No. 3.....do..	13		2.90	.75
42	Skiving, regular.....do..	2 ^{1/2}			2.00
43	Splitting, 10-inch.....No..	1		10.25	8.75
44	Straight, shoemaker's.....doz..	d4		1.50	.75
45	Laces, shoe:				
46	Leather, 36-inch.....gross..	99			1.73
47	Tubular, 36-inch, black, extra heavy.....do..	387			.53
48					.48
49	Lamps, kit.....No..	6			.55
50	Last hooks.....do..	8			.15
51	Lasters, shank, crab.....do..	8			.55

a For the lot.

b No bid.

c To be furnished by schools.

To be furnished by the schools as follows:

d	To be furnished by the schools as follows:	
	With breeching.	Without breeching.
Lawrence, Kans.....	40 sets.	40 sets.
Salem, Oreg.....	40 sets.	3 sets.
Flandreau, S. Dak.....	22 sets.	
	66 sets.	43 sets.

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARNES, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

Number.	Harry Unna.	Frank M. Gilham.	Fred B. Dallam.	Joseph Sloss.	William Davis.	Edward H. Horton.	Michigan Leather Co.	Wakefield Baker.	Andrew Carrigan.
	Delivered in San Francisco, Cal.								
1									
2									
3									
4									
5	1.15	1.50	1.50	1.10					
6	1.20	1.60	1.20	1.45					
7									
8	.73		.795						
9									
10									
11									
12									
13									
14									
15					1.20	1.05			
16					1.33				
17									
18					1.00	.97			
19					32.79	31.46			
20					33.80				
21									
22					26.65	24.96			
23					27.63				
24									
25					13.50	14.30			
26					14.25				
27					15.19				
28									
29									
30									
31									
32									
33									
34		1.20		12.00					
35									
36									
37									
38				.85				.75	.85
39									
40									
41								(e)	
42								1.75	
43								.49	
44									
45									
46									
47									

e Awarded on bid and sample, square point No. 3 (above), at 75 cents.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	Delivered in San Francisco, Cal.							Number.
			John P. Winchester.	Sewall Dolliver.	Edward H. Horton.	Joseph Sloss.	Wakefield Baker.	William Davis.	Joshua H. Bloom.		Harry Unna.
1	Rasps:									
2	Peg (or peg break).... No.	14		.50						1
3	Shoe, 8-inch regular .do.	13		.15		.18	.16			2
3	Shoe, 10-inch regular .do.	23		.20		.25	.21			3
4	Rivets, hame, Norway, malleable, 1/4-inch .lbs.	35					.10			4
5	Rings, halter .doz.	12	.15		.14					5
6	Rings, harness, malleable iron, X. C.:		.20							6
7	1/2-inch .doz.	6	.05			.035				7
8	1/2-inch .do.	6	.07		.06	.04				8
9	1-inch .do.	7	.12		.075	.05				9
10	1 1/2-inch .do.	10	.13		.11	.07				10
11	1 1/2-inch .do.	11	.18		.19	.08				11
12	1 1/2-inch .do.	18	.25		.21	.09				12
13	Rosettes, nickel plate:									
14	1 1/2-inch .do.	7	.20		.22					13
15	2-inch .do.	6	.35		.35					14
16	Rules, 3-foot, straight, boxwood .No.		.55							15
17	Saddles .doz.		13.50				14.00			16
18			16.50				16.50			17
19			23.50							18
19	Sheepskins, for shoe linings, medium weight, pink and russet .doz.	3 1/2		6.70				7.00		19
20	Slides, breast-strap:									
20	1 1/2-inch, japanned .do.	7 1/2	.40		.46	.40				20
21	1 1/2-inch, japanned .do.	11 1/2	.50		.55	.45				21
22	2-inch, japanned .do.	4	.88		.95	.75				22
23	Snaps, harness, malleable iron, X. C.:									
23	1/2-inch .gross.	6 3/4	2.90			2.04			2.30	23
24	1-inch .do.	6 3/4	3.15			2.18			2.30	24
25	1 1/2-inch .do.	2 1/2	5.00			3.54			3.95	25
26	1 1/2-inch .do.	6 1/2	5.65			3.98			4.20	26
27	Spots, silvered, 1-inch .doz.	6	.45							27
28	Squares, hip-strap, 1/2-inch .do.	10	.40							28
29	Staples, hame, with burrs .do.	17	.23			.15				29
30	Stands, counter, regular, 4 lasts .No.	11		.90			.65			30
31	Sticks:									
31	Long .do.	6		.30						31
32	Shoulder .do.	6		.15						32
33	Size .do.	6		.20						33
34	Stirrups, wood, 5-inch .pairs.	21	.55							34
35			.40							35
36	Stitching horses .No.	6	3.85							36
37	Stones, sand .do.	19		.18		.10				37
38	Stretchers:									
38	Instep .do.	9		.70						38
39	Toe .do.	7		.70						39
40	Surcingles .do.	42	.375		.15			.15		40
41			.23					.22		41
42			.135							42

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

Number.	CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued.	Quantity awarded.	George A. Rich.	Henry E. Bothin.	John P. Winchester.	Sewall Dolliver.	Edward H. Horton.	Frank M. Gilham.	Joseph Sloss.	Number.
			Delivered in San Francisco, Cal.							
1	Swivels, bridle, X. C., loop:									1
2	$\frac{3}{4}$ -inch .....doz..	*7			.15					2
3	$\frac{1}{2}$ -inch .....do..	*7			.15					3
3	Tacks, shoe, 1, 2, and 3 ounce.....lbs.	77		.11		.12				3
	Terrets, band, X. C.:									
4	$\frac{1}{4}$ -inch .....doz..	3			.60		.60			4
5	$\frac{1}{2}$ -inch .....do..	5			.65		.68			5
	Thread:									
6	Shoe, Barbour's, No. 3 .....lbs..	83	a1.09		1.05	.99	1.05	1.10	1.00	6
7					1.25					7
8	Linen, spools, black, machine, Nos. 40 and 50 .....doz..	23			2.75	2.05	2.90			8
9					3.10					9
	Ticklers:									
10	Creasing .....No..	8			.56					10
11	Edge .....do..	9			.65					11
12	Tools, claw .....do..	10			.25					12
13	Trace carriers, X. C. ....doz..	9			.50					13
14	Trees, self-adjusting, X. C. ....No..	12			.60					14
	Wax:									
15	Saddler's.....lbs..	17			.12	.08				15
16	Shoemaker's, small ball, per 100 balls .....balls..	250			.85	.44				16
	Wheels:									
17	Box, with slide.....No..	6				.55				17
18	Fudge .....do..	6				.35				18
19	Overstitch, with carriage, Nos. 6, 7, 8, 10, 12, and 14 .....No..	7			.96					19
20	Winkers, $\frac{3}{4}$ -inch, sensible, 2 seams, patent leather .....doz..	14			2.10					20
	<i>Additional articles.</i>									
21	Bits, loose ring, X. C., $2\frac{1}{4}$ -inch, jointed, without snaffle .....doz..	12			.90					21
22	Buckles, trace, $1\frac{1}{4}$ -inch, Champion, X. C., without loops .....doz. pairs..	4			.90		.95			22

* No award.

a Per pound.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS.

Number.	CLASS NO. 12. AGRICULTURAL IMPLEMENTS, ETC.	Quantity awarded.	Henry Seller.	Fred. B. Dallam.	Joseph Sloss.	John D. Sibley.	Osgood Hooker.	Wakefield Baker.	Andrew Carrigan.	Ivory F. Littlefield.	William S. Miller.	George O. Rich.	Number.
			Delivered in San Francisco, Cal.										
1	Augers, post-hole, 9-inch .No..	7			.57			.47					1
2	Axle grease (2 doz. boxes in case) ..doz..	328			.675			.95	.69	.75	.55		2
3					.89								3
4	Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen ..No..	125		.23				.20					4
5	Corn planters, hand ..do..	8				.65		.60					5
6	Cradles, grain, 4-finger, with scythes, packed in cases..No..	12						2.50					6
7	Cultivators:												
8	1-horse, iron frame, 5-inch blade, with wheel ..No..	81				3.00	2.97	2.95					7
9	riding, 2-horse ..do..	2					25.00	25.00					8
10							27.50						9
11	Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles ..No..	14			.69			.65	.70				10
12	Feed cutters ..do..	3			3.25	10.00		7.00					11
13						13.50							12
						15.00							13
14	Forks, hay, c. s., 5½-foot handles, extra tied:												
15	3 oval tines ..doz..	27 ³ / ₄			4.79			4.75					14
16	4 oval tines ..do..	39			6.04			5.95					15
17	Forks, manure, c. s., 5 oval tines, long handles, strapped ferrule, extra tied ..doz..	24			6.92			6.33					16
18	Handles:												
19	Ax, 36-inch, hickory, "extra," turned (samples of one dozen required), crated ..doz..	275	1.50		1.19			1.75	2.00				17
20					1.79			.95					18
21	Hay fork, 5½-foot (samples of one dozen required), crated ..doz..	15			1.09			2.15	2.50				19
22					1.84								20
23	Pick, 36-inch, No. 1 (samples of one dozen required), crated ..doz..	140			1.06			1.40	1.80				21
24					1.43								22
25	Plow, left-hand, straight, 1½ by 2½ inches by 5 feet ..doz..	12 ³ / ₄						2.15				2.65	23
26	Plow, right-hand, double bend, for mold board, 1½ by 2½ inches by 5 feet ..doz..	10 ³ / ₄						2.95				3.25	24
27	Shovel, long ..do..	18			1.49			1.45					25
28	Spade, D ..do..	2			2.19			1.60					26

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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, ETC.—continued.	Quantity awarded.	Henry Seller.	Joseph Sloss.	Joseph D. Sibley.	Osgood Hooker.	Wakefield Baker.	Andrew Carrigan.	Ivory F. Littlefield.	William S. Miller.	George O. Rich.	Number.
			Delivered in San Francisco, Cal.									
27	Harrows, 60 teeth, $\frac{1}{2}$ by 8 inches, steel, with drawbar and clevises.....No..	33			11.00	12.00	10.75					27
28	Hoes:						10.50					28
29	Garden, solid shank, c. s., 7-inch.....doz..	65		2.00			2.60	2.85				29
30	Grub, c. s., oval eye, No. 2.....doz..	98		2.98			4.05	5.25				30
31	Knives:			4.56			4.05	5.25				31
32	Corn.....do..	2$\frac{1}{2}$		2.50			2.00					32
33	Hay.....do..	3$\frac{1}{2}$		5.49			5.00	6.75				33
34	Lawn mowers, hand, 14-inch.....No..	18		2.14			2.05	2.50				34
35	Machines, mowing, single-trees, doubletrees, and neck yoke, complete, with two dozen extra sections.....No..	18				38.50	35.00					35
36	Mattocks, ax, c. s.....doz..	32		5.56			5.70					36
37	Picks, earth, steel-pointed, assorted, 5 to 6 pounds.....No..	355		.36			.375	.46				37
38	Flows, 8-inch, c. s., 1-horse, with extra share.....No..	306			4.50	5.00	4.34					38
39						3.30						39

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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, ETC.—continued.	Quantity awarded.	John D. Sibley.	Osgood Hooker.	Wakefield Baker.	Andrew Carrigan.	Henry M. Holbrook.	Joseph Sloss.	Henry Seller.	Number.
			Delivered in San Francisco, Cal.							
32	Shovels:									
33	Coal, D handle.....No..	42			.59	.66		.48		32
34	Steel, long-handled, No. 2, round point, not less than 55 pounds per dozen, in bundles, extra tied.No..	1,872			^c 4.38	.40		.37	.50	33
35					^c 4.69	.48		.40	.55	34
36	Steel, D handle, No. 2, square point, not less than 55 pounds per dozen, in bundles, extra tied.No..	92			^c 4.38	.40		.40	.50	35
37					^c 4.69	.48		.40	.55	36
38	Sickles, No. 3, grain.....do..	893			.14	^a .11		.13		37
39						^b .12				38
40	Spades, steel:									39
41	Long-handled, No. 2, not less than 55 pounds per dozen, in bundles, extra tied.....No..	146			^c 4.38	.48		.40	.50	40
42					^c 4.69				.55	41
43	D handle, No. 2, not less than 55 pounds per dozen, in bundles, extra tied.....No..	20			^c 4.38	.48		.40	.50	42
44					^c 4.69				.55	43
45	Swamp (or bush) hooks, handled.No..	18			.54	.70		.54		44
46	Twine, binder.....lbs..	220			.13½					45
47	Wheelbarrows, garden:									
48	All iron.....No..	44			4.22	4.75		4.51		46
49	Wood.....do..	20			2.52			2.69		47

^a 33 dozen only. } Joseph Sloss the balance, at 13 cents each.
^b 24 dozen only. }
^c Per dozen.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS.

Number.	GLASS No. 14. GLASS, OILS, AND PAINTS.	Quantity awarded.	Richard N. Nason.	Joseph Sloss.	Saul Magner.
			Delivered in San Francisco, Cal.		
1	Borax, powdered.....lbs..	460		.07	
2	Brushes:				
3	Calcimine, all bristles, 7-inch.....No..	59	1.33		
4	Marking, bristle, assorted.....doz..	6	.35		.25
5	Brushes, paint, round, all bristles, full size:				
6	No. 3.....No..	14	.44		.45
7	No. 4.....do..	27	.65		.65
8	No. 5.....do..	29	.95		.85
9	No. 6.....do..	17	1.38		1.30
10	Brushes, paint, all black Chinese bristles, flat:				
11	3-inch.....do..	178	.23		.20
12	4-inch.....do..	221	.38		.30
13	Brushes:				
14	All white bristles, sash tools, No. 6.....do..	102	.11		.20
15	Varnish, all bristles, 3-inch, full width.....do..	140	.24		.35
16	Whitewash, all bristles, 8-inch block, with handle, number.....do..	68			
17	Coal tar, in 5-gallon tin cans, cased.....gals..	170	.15 ^a		
18	Gasoline (not less than 87 degrees gravity) in 5-gallon tin cans, cased, or in barrels. Prices requested for both styles of package.....gals..	5,940			
19	Glass, window (single thickness):				
20	8 by 10.....boxes..	4			
21	9 by 12.....box..	1			
22	9 by 14.....do..	1			
23	10 by 12.....boxes..	23			
24	10 by 14.....do..	11			
25	10 by 16.....do..	30			
26	10 by 18.....do..	7			
27	10 by 22.....do..	2			
28	12 by 14.....do..	20			
29	12 by 16.....do..	9			
30	12 by 18.....do..	13			
31	12 by 20.....do..	12			
32	12 by 22.....do..	6			
33	12 by 24.....do..	9			
34	12 by 26.....do..	4			
35	12 by 28.....do..	1			
36	12 by 30.....boxes..	2			
37	12 by 32.....do..	10			
38	12 by 36.....do..	4			
39	12 by 38.....box..	1			

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS.

Number.	Charles M. Yates.	Harry Urna.	The Manhattan Supply Co.	Fred B. Dallam.	William S. Miller.	Ivory F. Littlefield.	Clarence W. Coburn.
	Delivered in San Francisco, Cal.						
1	.085					.099	
2	1.25					1.05	
3	2.25						
4	.27			.60		1.38	
5	.48		.35			.47	
6	.69		.57			.67	
7	1.09		.85			1.01	
8	1.74	1.25	1.40			1.94	
9	.25	.14	.25			.21	
10	.18						
11	.44	.23	.44			.35	
12	.25						
13	.12		.065			.11	
14	.09						
15	.275	.27	.17			.30	
16	.36						
17	.60		.72	.44			
18	.43			.20			
19				.16			
20	.155					.14	
21					a .21		
22					b .275		
23					Single.	Double.	Single.
24					2.41	3.25	2.27
25					2.41	3.25	2.27
26					2.41	3.25	2.27
27					2.41	3.25	2.27
28					2.70	4.10	2.57
29					2.70	4.10	2.57
30					2.70	4.10	2.57
31					2.70	4.10	2.57
32					2.70	4.10	2.57
33					2.70	4.10	2.57
34					2.70	4.10	2.57
35					2.70	4.10	2.57
36					2.70	4.10	2.57
37					2.70	4.10	2.57
38					2.70	4.10	2.57
39					3.35	4.70	3.27
40					3.35	4.70	3.27
41					3.35	4.70	3.27
42					3.35	4.70	3.27

^a Iron barrels must be returned inside of 30 days, or be paid for at the price charged, \$8 each.
^b Cases.

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.	Clarence W. Coburn.	Ivory F. Littlefield.
			Delivered in San Francisco, Cal.	
	Glass, window (single thickness):			Single.
1	14 by 14.....boxes..	2	2.57	2.70
2	14 by 16.....do.....	3	2.57	2.70
3	14 by 18.....do.....	8	2.57	2.70
4	14 by 20.....box.....	1	2.57	2.70
5	14 by 22.....boxes..	2	2.57	2.70
6	14 by 26.....do.....	4	2.57	2.70
7	14 by 28.....do.....	15	3.27	3.35
8	14 by 30.....do.....	5	3.27	3.35
9	14 by 32.....do.....	13	3.27	3.35
10	14 by 34.....do.....	2	3.27	3.35
11	14 by 36.....do.....	7	3.27	3.35
12	14 by 38.....do.....	2	3.57	3.51
13	14 by 48.....box.....	1	4.32	4.20
14	15 by 18.....boxes..	3	2.57	2.70
15	15 by 20.....box.....	1	2.57	2.70
16	15 by 32.....boxes..	7	3.27	3.35
17	15 by 34.....do.....	5	3.27	3.35
18	15 by 36.....do.....	22	3.57	3.51
19	15 by 40.....do.....	17	3.83	3.75
20	16 by 18.....do.....	7	2.57	2.70
21	16 by 20.....do.....	7	2.57	2.70
22	16 by 22.....box.....	1	2.57	2.70
23	16 by 24.....do.....	1	2.57	2.70
	Glass, window (double thickness):			
24	16 by 36.....boxes..	2	4.71	4.81
25	16 by 44.....box.....	1	5.25	4.96
26	18 by 20.....boxes..	3	3.89	4.08
27	18 by 30.....do.....	2	4.61	4.68
28	18 by 42.....do.....	2	5.25	4.95
29	20 by 48.....do.....	2	6.08	5.60
30	22 by 26.....do.....	2	4.61	4.68
31	24 by 32.....do.....	5	5.25	4.96
32	24 by 34.....do.....	2	5.25	4.96
33	24 by 36.....do.....	7	5.25	4.96
34	26 by 34.....do.....	3	6.08	4.96
35	28 by 30.....do.....	2	5.25	4.96
36	28 by 34.....box.....	1	6.08	5.60
37	30 by 40.....boxes..	6	6.08	5.60
38	Glazier's diamond glass cutters.....No.	26		3.90
39	Glazier's points.....papers..	131		.065
40	Glue:			
41	Cabinetmaker's.....lbs..	140		.065
42	Liquid, prepared, in cans, cased.....qts..	89		.56½

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	Delivered in San Francisco, Cal.	Ivory F. Littlefield.	Richard N. Nason.	Joseph Gloss.	Charles M. Yates.	Fred B. Dallam.	Wakefield Baker.	Harry Unna.
		Delivered in San Francisco, Cal.						
	Double.							
1	4.10							
2	4.10							
3	4.10							
4	4.10							
5	4.10							
6	4.10							
7	4.70							
8	4.70							
9	4.70							
10	4.70							
11	4.70							
12	4.83							
13	5.60							
14	4.10							
15	4.10							
16	4.70							
17	4.70							
18	4.83							
19	4.98							
20	4.10							
21	4.10							
22	4.10							
23	4.10							
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38		3.75					2.75	
39		.06		.05½				
40					.065			
41			.075		.105			
42		.42		.42	.50	.55		.49

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.	Ernest L. Hueter.	Henry M. Holbrook.
			Delivery in San Francisco, Cal.	
1	Hard oil, light, in 1-gallons cans, cased.....galls..	150	.95	
2	Japan, house painter's, in 1-gallon cans, cased.....do...	115	.44	
3	Lampblack:			
4	In 1-pound papers.....lbs..	117	.055	
5	Pure, in oil, good strength.....do...	115	.125	
6	Lead:			
7	Red, standard quality, dry, not over 100 pounds in a keg or box.....lbs..	1,530		
8	White, in oil, pure and best, not over 100 pounds in a keg, pounds.....	30,000		
9	Oakum.....lbs..	175		.04
10	Oil:			
11	Cylinder, in cans, cased.....galls..	680	.45	
12	Engine, in cans, cased.....do...	675	.30	
13	Kerosene, water-white, flashing point above 115° 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..	*18,060		
14	Lard, pure, in square cans, cased. Sample of at least 8 ounces required.....galls..	673	.90	
15	Linseed, boiled, pure, in square cans, cased, or in flat-top jacketed cans.....galls..	2,425	.58	
16	Linseed, raw, pure, in square cans, cased or in flat-top jacketed cans.....galls..	600	.56	
17	Lubricating, mineral, crude, in square cans, cased, or in flat-top jacketed cans.....galls..	410		
18	Sewing machine, in full 2-ounce bottles.....bottles..	680		
19	Paints, etc.			
20	Chrome green:			
21	Dry.....lbs..	545	.06½	
22	In oil, in 1, 2, and 5 pound tins.....do...	239	.11	
23	Chrome yellow:			
24	Dry.....do...	230	.06½	
25	In oil, in 1, 2, and 5 pound tins.....do...	202	.17	
26	English vermilion, in oil.....do...	109		
27	Ivory, drop black, in oil.....do...	162	.115	
28	Indian red, in japan, in 1, 2, and 5 pound tins.....do...	125	.185	
29	Ocher, French, yellow:			
30	Dry.....do...	645	.02½	
31	In oil, for tinting, in 1, 2, and 5 pound tins.....do...	147	.06½	
32	Prussian blue, in oil, for tinting, in 1, 2, and 5 pound tins.....do...	149	.24	

*No award.

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

Number.	Francis J. Baker.	Richard N. Nason.	Joseph Sloss.	Charles E. Felch.	Saul Magner.	Chas. M. Yates.	Ivory F. Littlefield.	William S. Miller.	Fred. B. Dallam.	George O. Rich.
	Delivery in San Francisco, Cal.									
1		.93		1.30	.96	1.45	.98			
2				.94		1.00				
3		.44		.58	.48	.44	.48			
4			.085		.055	.064	.065			
5						.10				
6		.115		.115	.14	.12	.13			
7							.08			
8						.06½	.0593			
9						.06½	.0593			
10	.045		.037							
11		.28			.35	.49	.44	a.28		
12		.35				.365		a.335		
13								b.35		
14								b.405		
15		.25			.30	.29	.36	a.25		
16						.265		a.24		
17								b.32		
18								b.31		
19		.19½						.21		
20		.89				.92	.89	a.94		
21		.80				.82		b 1.01		
22		.565		.545	.57	.545	.555	.54		
23		.545		.535	.55	.535	.535	.52		
24		.125				.11½	.16	a.11½		
25								b.18½		
26		.08½					.029		.04	
27								.029		
28		.065		.065	.06½	.08	.065			
29		.11		.11	.13	.115	.13			
30							.08			
31		.065			.06½	.07	.065			
32		.14		.155	.17	.14	.165			
33							.10			
34		.73		.65	.69	.63	.48			
35		.12		.115	.14	.12	.14			
36							.08			
37		.22		.17	.22	.19	.21			.22
38		.035			.035	.03	.04			
39						.04½				
40		.075		.06		.06	.08			
41		.29		.305	.35	.24	.24			
42							.18			

a 2 5-gallon cans.

b 1-gallon cans.

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.	Henry M. Holbrook.	Henry Seller.	Joseph Sloss.
			Delivered in San Francisco, Cal.		
1	Cups, quart, full size, stamped tin, retinned, riveted handle doz.	7	.50	.50	1.20
2	Dippers, water, 1-quart, full size, long iron handles, riveted doz.	21	.90		1.09
3			1.10		1.35
4	Funnels, full size, plain tin:				
5	1-quart do.	6	.65		.64
6			.48		
7	2-quart do.	4	1.20		.86
			.66		
8	Kettles, wrought-steel hollow ware:				
9	8-quart No.	18	.90		
10	12-quart do.	14	1.40		
11	14-quart do.	28	1.65		
12	Pails, water, heavy tin, retinned:				
13	10-quart do.	266	.40	.25	.14
14					.29
15	14-quart do.	260	.44	.30	.17
16					.34
17	Pans, bake, sheet-iron:				
18	12 by 19 do.	36	.17		.14
19	15 by 20 do.	80	.22		.19
20	Pans, dish, full size, IX stamped tin, retinned:				
21	14-quart do.	267	.27	.21	.24
22					
23	17-quart do.	347	.33	.31	.29
24	Pans:				
25	Dust, japanned, heavy doz.	48	1.85		1.49
26	Fry, No. 4, wrought steel, polished, 8 inches across bottom No.	174	.13		.12
27			.23		
28	Pans, tin, stamped tin, retinned:				
29	1-quart doz.	2 ^a ₁₂	.50		.43
30	2-quart do.	11 ^a ₁₂	.68	.50	.58
31	4 quart do.	18 ^a ₁₂	1.00	.80	.90
32					1.00
33	6-quart do.	19	1.27	1.05	1.14
34					1.40
35	8-quart do.	15 ^a ₁₂	1.45	1.15	1.30
36					1.60
37	Plates, stamped tin:				
38	9-inch, baking, deep jelly do.	24	.46	.40	.35
39	9-inch, pie do.	53	.33	.36	.32
40					.39
41	Scoops, grocer's, hand:				
42	No. 20 No.	26	1.45		.15
43	No. 40 do.	18	2.35		.175
44	Shears, tinner's:				
45	Bench No. 4, Wilcox's do.	2	4.00		3.90
46	Hand, No. 7 do.	7	1.65		1.17
47	Hand, No. 9 do.	8	1.00		.70
48	Solder, medium quality lbs.	631	.1935		.16
49	Soldering irons, per pound:				
50	1½ pounds each pairs.	2	.28		.225
51	2 pounds each do.	7	.27		.225

^a Per dozen.

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

Number.	Alonzo A. Watkins.	Harry Unna.	Fred W. Dohrman, jr.	Wakefield Baker.	Andrew Carrigan.	Fred B. Dallam.
	Delivered in San Francisco, Cal.					
1			.57			
2	1.15	2.00			.55	
3						
4		.50	.49		.50	
5		.70				
6		.95	.65		.67	
7						
8						
9						
10						
11			.13		.35	
12						
13			.24		.40	
14						
15			.18		.18	
16						
17	.33	.27	.25		.28	
18						
19	.39	.33	.30		.34	
20		.39				
21	.90	1.65	4.28		.70	1.85
22					.14	
23						
24	.59		.27		.50	
25	.79		.37		.65	
26	1.10		^b .60		.98	
27						
28	1.45		.78		1.26	
29						
30	2.10		.89		1.46	
31						
32	.37		.35		.40	
33	.32		.30		.33	
34						
35					.15	
36			.18		.22	
37						
38						
39					1.04	
40	.18				.185	
41	.28				.70	
42	.27				.92	

^b Award made on bid and sample for 6-quart at 78 cents per dozen.

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.	Henry M. Holbrook.	Henry Seller.	Joseph Sloss.
			Delivered in San Francisco, Cal.		
1	Spoons, tinned iron, heavy:				
2	Basting.....doz..	17 ¹ / ₂	.75		.30
3					.45
4					.75
5	Table.....do..	203	.20		1.18 ¹ / ₂
6	Tea.....do..	362	.10		.10
7					.09
8					.05
9	Strainers:				
10	Milk, IX tin, 12-inch.....No..	93	.13	.15	.12
11	Vegetable, steel, large size.....do..	21			.18
12	Teapots, planished tin, 4-pint, round, copper bottom, number.....	15			1.10
13	Tin, sheet:				.60
14	10 by 14 inches, IC, charcoal, bright.....boxes..	2	5.80		
15	14 by 20 inches, IC, charcoal, bright.....do..	6	5.80		
16	10 by 14 inches, IX, charcoal, bright.....do..	1	7.00		
17	14 by 20 inches, IX, charcoal, bright.....do..	10	7.00		
18	14 by 64 inches, boiler, IX, charcoal, bright.....do..	1	a.13		
19	Wash basins, stamped tin, flat bottom, retinned, 11 inches, dozens.....	52	1.00	.68	.56
20			1.23		1.00
21	Washtubs, galvanized iron:				
22	19 ¹ / ₂ inches in diameter by 10 ¹ / ₂ inches deep, inside measure, with corrugated bottom; heavy drop handles.....No..	109	.50	.57	.465
23	21 ¹ / ₂ inches in diameter by 10 ¹ / ₂ inches deep, inside measure, with corrugated bottom, heavy drop handles.....No..	152	.55	.63	.525
24	23 ¹ / ₂ inches in diameter by 10 ¹ / ₂ inches deep, inside measure, with corrugated bottom; heavy drop handles.....No..	157	.65	.72	.59
25	Zinc, sheet, 36 by 84 inches, No. 9.....lbs..	3,710	.08		

^a Per pound.

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

Number.	Alonzo A. Watkins.	Harry Unna.	Fred W. Dohrman, jr.	Wakefield Baker.	Andrew Carrigan.	Francis J. Baker.	Fred B. Dallan.	Louis Feldman, jr.
	Delivered in San Francisco, Cal.							
1	.69	.55	.90	.75	.25			
2		.67						
3								
4	.20	.205	.185	.21	.10			
5								
6	.10	.105	.09 ¹ / ₂	1.10 ¹ / ₂	.05 ¹ / ₂			
7								
8		.25			.16			
9								
10		1.20			.17			
11								
12	6.00							
13	5.50							
14	7.25							
15	7.00							
16								
17	1.00							
18								
19	.50		.51	.41			.42	.45
20	.56		.58	.45			.51	.50
21	.62		.66	.52			.635	.58
22	.085					a.085		

Abstract of proposals received and contracts awarded in San Francisco, Cal., under

[NOTE.—Figures in large type denote rates

STOVES, PIPE, HOLLOW WARE, ETC.

Number.	CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC.	Quantity awarded.	Henry M. Holbrook.	Francis J. Baker.	Joseph Sloss.
			Delivered in San Francisco, Cal.		
1	Caldrons, iron, portable, with furnace:				
2	40 gallons actual capacity.....No..	*4	b 25.00		
3			b 31.00		
4			a 26.00		
5			a 32.00		
6	90 gallons actual capacity.....do...	*2	b 60.00		
7			a 62.00		
8	Coal hods:				
9	16-inch, galvanized.....do...	42	.25		.245
10	20-inch, galvanized.....do...	56	.30		.415
11	Dampers, stovepipe:				
12	6-inch.....do...	202	.06	.06	.044
13	7-inch.....do...	6	.10	.08	.07
14	Elbows, stovepipe, 4 pieces, No. 26 iron, packed in cases:				
15	Size 6-inch.....No..	423	.10		.065
16	Size 7-inch.....do...	36	.18		.09
17	Furnaces:				
18	For 40-gallon portable caldrons.....do...	*3	b 16.00		
19			b 21.50		
20			a 17.00		
21			a 22.50		
22	For 90-gallon portable caldrons.....do...	*4	b 42.00		
23			a 44.00		
24	Oven, Dutch, cast-iron, deep pattern, 15 inches diameter				
25	inside.....No..	1	2.00		1.15
26	Pipe, stove, patent; edges curved, crimped, and formed;				
27	nested in bundles; crated:				
28	6-inch, No. 26 iron.....joints..	1,975	.12		.114
29			.13		
30	7-inch, No. 24 iron.....do...	183	.25		.134
31	Polish, stove.....doz..	43	.50		.73
32			.30		1.50
33	Stoves, box, heating, wood:				
34	24 inches long, to weigh not less than 110 pounds. No..	*54	b 5.00	4.75	
35			a 5.25		
36	27 inches long, to weigh not less than 130 pounds. do...	*41	b 6.00	5.50	
37			a 6.25		
38	32 inches long, to weigh not less than 145 pounds. do...	*31	b 7.50	6.10	
39			a 8.00		
40	37 inches long, to weigh not less than 190 pounds. do...	*20	b 10.00	9.00	
41			a 10.50		

*Caldrons, stoves, and furnaces not contracted for, to be shipped under eastern market
a Crated.
b Not crated.
c Add for crating 75 cents.
d Add for crating 50 cents.

advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.

Number.	Alonzo A. Watkins.	Harry Unna.	Fred B. Dallam.	John C. Scheick.	Getz Bros. & Co.
	Delivered in San Francisco, Cal.				
1	c 24.75			a 22.00	
2				b 21.00	
3					
4					
5				a 50.50	
6				b 57.50	
7					
8					
9	.064	.054		.07	
10					
11	.12			.07	
12					
13	c 18.00			a 16.90	
14				b 15.90	
15					
16				a 44.00	
17				b 42.50	
18					
19					
20	.131			.094	
21				.114	
22	.20			.145	
23		.75	.414		1.00
24			.294		.60
25					.95
26	d 4.95			a 5.70	
27				b 5.45	
28	d 5.70			a 6.50	
29				a 6.80	b 6.20
30	d 7.45			a 8.05	b 6.45
31				b 7.65	
32	c 9.40			a 9.85	
33				b 9.45	

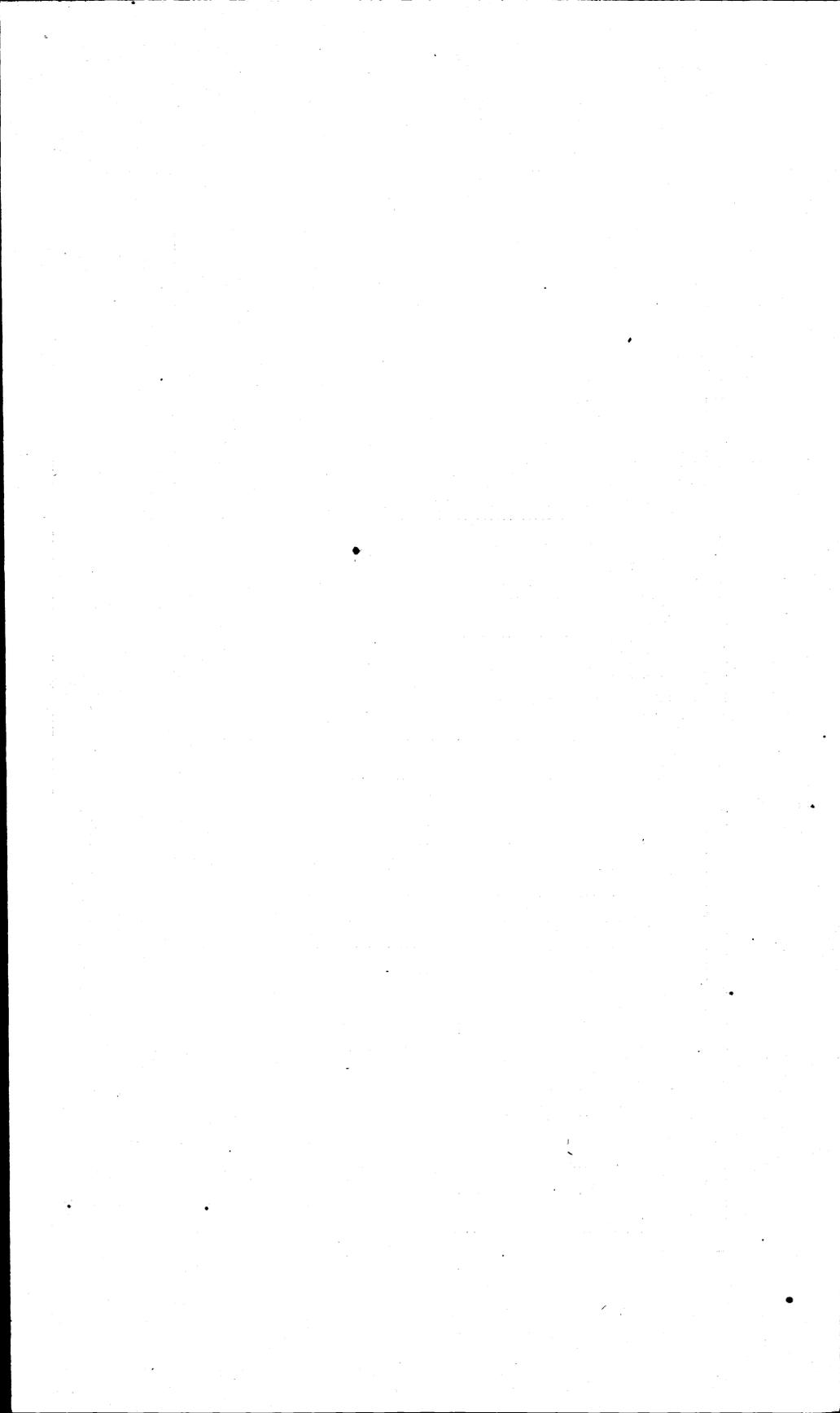
Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[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 called for but not awarded.						Number.
		Henry M. Holbrook.	Francis J. Baker.	Alonzo A. Watkins.	Harry Unna.	John C. Schieck.	Delivered in San Francisco, Cal.	
1	Stove, cooking, coal: 7-inch, with iron and tin or wrought-steel and tin furniture, complete; oven not less than 16 by 16 by 10 inches; to weigh not less than 200 pounds without furniture.....No.	*13	a17.00 b17.50	13.50	c17.25		b16.85 a16.45	1 2
2	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.	*2	a20.00 b20.50		d20.75		b18.85 a18.45	3 4
3	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.	*6	a23.00 b23.50		d23.50			5 6
4	Stove, cooking, wood: 6-inch, with iron and tin or wrought-steel and tin furniture, complete; 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.	*1		13.25	c13.65			7
5	7-inch, with iron and tin or wrought-steel and tin furniture, complete; 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.	*4	a16.00 b16.50	17.00	c16.45			8 9
6	8-inch, with iron and tin or wrought-steel and tin furniture, complete; length of wood, 24 inches; ovens not less than 19 by 20 by 13 inches; to weigh not less than 270 pounds without furniture.....No.	*21	a18.25 b18.75		d19.25		b20.40 a19.95	10 11
7	9-inch, with iron and tin or wrought-steel and tin furniture, complete; length of wood, 26 inches; ovens not less than 21 by 22 by 14 inches; to weigh not less than 310 pounds without furniture.....No.	*3	a21.50 b22.00	20.25	d21.95			12 13
8	Stoves, heating, coal: 14-inch cylinder; to weigh not less than 135 pounds, number.....	*6	a 7.25 b 7.75	7.10	e 7.82		b8.90 a8.55	14 15
9	16-inch cylinder; to weigh not less than 175 pounds, number.....	*12	a10.00 b10.50	9.20	f10.50	h9.50	b11.30 a10.95	16 17
10	Stoves, heating, wood, sheet iron: 32-inch, with outside rods.....No.	*4			g13.00			18
11	37-inch, with outside rods.....do	*2	a25.00 b25.00		c13.50			19 20
12	Stoves, heating, combined coal and wood, 22 inches diameter, 24-inch heavy steel drum, to weigh not less than 285 pounds.....No.	*7		22.50	d20.00			21
13	Stoves, coal, laundry, for heating irons, as follows: Stove for 13 irons.....No.	*5	a15.00 *1 b15.50					22 23
14	Stoves for 28 irons.....do	*2	a25.00 b25.50	22.00				24 25
15	Stoves for 33 irons.....do	*2	a25.00 b25.50					26 27

* Stoves not contracted for, to be shipped under Eastern market.
 a Not crated. e Crated, add 40 cents.
 b Crated. f Crated, add 50 cents.
 c Crated, add 75 cents. g Crated, add 65 cents.
 d Crated, add \$1. h Crated, add 30 cents.



Abstracts of proposals received and contracts awarded in San Francisco, Cal.,

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

HARDWARE.

HARDWARE.

Number.	CLASS No. 17. HARDWARE.	Quantity awarded.	Delivered in San Francisco, Cal.		
			Frederick L. Alderson.	Charles F. Weber.	Wakefield Baker.
1	Adzes, c. s., house carpenter's, 4½-inch, square head.....No.	3			1.10
2	Anvil, wrought-iron, steel face, per pound:				
3	100-pound.....do.	1	.10		.085
4	140-pound.....do.	5	.10		.085
5	200-pound.....do.	2	.10		.085
6	Augers:				
7	1-inch, c. s., cut with nut.....do.	54			.22
8	1½-inch, c. s., cut with nut.....do.	16			.25
9	1¾-inch, c. s., cut with nut.....do.	11			.32
10	2-inch, c. s., cut with nut.....do.	9			.47
11	C. s., hollow, adjustable, to cut ¾ to 1 inch.....do.	6	3.00		3.00
12	Axes:				
13	Assorted, 3¼ to 4½ pounds, Yankee pattern, inserted or overlaid steel.....doz.	180			6.14
14					5.43
15	C. s., hunter's, inserted or overlaid steel, handled.....No.	182			4.15
16					.45
17	Babbitt metal, medium quality.....lbs.	480			.05½
18	Bellows, blacksmith's, 38-inch, standard.....No.	6	15.75		14.95
19	Bells:				
20	Cow, wrought.....do.	5			.12
21	Hand, No. 8, polished.....do.	6			.50
22	School, with fixtures for hanging; bell to weigh 300 to 350 pounds.....No.	2		31.67	24.00
23				39.33	
24	Belting, leather:				
25	1-inch.....feet.	50			
26	1½-inch.....do.	116			
27	2-inch.....do.	230			
28	2½-inch.....do.	125			
29	3-inch.....do.	338			
30	3½-inch.....do.	150			
31	4-inch.....do.	350			
32	4½-inch.....do.	90			
33	5-inch.....do.	190			
34	6-inch.....do.	200			
35	Belting, rubber:				
36	3-ply, 3-inch.....do.	80			
37	3-ply, 4-inch.....do.	50			
38	3-ply, 6-inch.....do.	372			
39	4-ply, 8-inch.....do.	78			
40	4-ply, 10-inch.....do.	100			
41	Bits, auger, c. s., ½-inch, Jennings's pattern, extension lip, dozen.....dozen	7½			.85

Number.	Delivered in San Francisco, Cal.								Number.		
	Joseph Sloss.	Andrew Carrigan.	Charles M. Wiggin.	William M. Shear.	Aubrey T. Dunbar.	Bowers Rubber Co.	Ellis H. Parish.	William H. Daggett.		Harry Unna.	
1	1.09									1	
2	.085	.09								2	
3	.085	.09								3	
4	.085	.09								4	
5	.21	.25								5	
6	.25	.30								6	
7	.31	.39								7	
8	.46	.55								8	
9	3.15	.75								9	
10	5.75	6.48								10	
11	6.05									11	
12	6.10									12	
13	.35	.39								13	
14	.40									14	
15	.05	.055								15	
16	13.00									16	
17	.16									17	
18	.58									18	
19			32.18							19	
20										20	
21	.038			.05				.0581		21	
22								.046		22	
23	.085			.105				.119		23	
24								.095		24	
25	.092	.11½		.123				.14		25	
26				.156				.111		26	
27	.11½			.159				.181		27	
28				.201				.143		28	
29	.143	.152		.192				.219		29	
30				.243				.173		30	
31	.165	.19		.228				.259		31	
32				.288				.205		32	
33	.195	.435		.261				.298		33	
34				.33				.235		34	
35	.215			.294				.335		35	
36				.374				.265		36	
37	.235			.327				.372		37	
38				.414				.294		38	
39	.285	.315		.396				.451		39	
40				.502				.356		40	
41	.062			.09	.09		.09	.111		41	
42				.07				.084		42	
43	.08			.12	.12		.12	.145		43	
44				.085				.11		44	
45	.12½			.185	.18	.18	.185	.222		45	
46				.13				.168		46	
47	.20			.305	.29	.30	.30	.359		47	
48				.21				.272		48	
49	.25			.38	.37	.38	.38	.458		49	
50								.346		50	
51	.88	1.05								.98	51

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.						Number.
			George O. Rich.	Frederick L. Alderson.	Harry Unna.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	
	Bits, auger, c. s., Jennings's pattern, extension lip:								
1	$\frac{1}{8}$ -inch.....doz.	2 ⁵			1.14	.96	.99	1.05	1
2	$\frac{1}{4}$ -inch.....do.	6 ¹⁵			1.18	.98	1.12	1.13	2
3	$\frac{3}{8}$ -inch.....do.	2			1.20	1.20	1.29	1.13	3
4	$\frac{1}{2}$ -inch.....do.	5 ⁵			1.28	1.35	1.41	1.20	4
5	$\frac{5}{8}$ -inch.....do.	2 ¹⁹			1.44	1.49	1.53	1.28	5
6	$\frac{3}{4}$ -inch.....do.	4 ⁵			1.50	1.59	1.65	1.35	6
7	$\frac{7}{8}$ -inch.....do.	2 ⁵			1.75	1.75	1.80	1.50	7
8	1-inch.....do.	3 ⁵			1.85	1.92	1.95	1.65	8
9	$\frac{1}{8}$ -inch.....do.	2 ⁵			1.90	2.08	2.13	1.80	9
10	$\frac{1}{4}$ -inch.....do.	4			2.05	2.24	2.31	1.95	10
11	1-inch.....do.	2 ¹²			2.55	2.54	2.70	2.10	11
12	Bits, twist-drill, for metal: For brace, square shank, assorted, $\frac{1}{8}$ to $\frac{3}{8}$ inch by 32ds.....sets.	26				2.00	.94		12
13	Straight shank, for lathe and machine chucks, assorted, $\frac{1}{8}$ to $\frac{3}{8}$ inch by 32ds.....sets.	8				2.00	1.54		13
14	Bits, gimlet, double cut, or German pattern, assorted, $\frac{1}{8}$ to $\frac{3}{8}$ inch.....doz.	12 ⁵				.30	.35		14
15	Bolt cutters.....No.	8	1.94			1.95	1.93		15
16			3.50						16
17	Bolts, carriage, per 100: $\frac{1}{4}$ by 1.....No.	1,325	.38	.39		.36	.33		17
18	$\frac{1}{4}$ by 1 $\frac{1}{2}$.....do.	1,175	.38	.39		.36	.34	.35	18
19	$\frac{1}{4}$ by 2.....do.	1,500	.41	.40		.39	.36	.38	19
20	$\frac{1}{4}$ by 2 $\frac{1}{2}$.....do.	1,100	.44	.45		.42	.38	.41	20
21	$\frac{1}{4}$ by 3.....do.	1,550	.47	.49		.44	.42	.44	21
22	$\frac{1}{4}$ by 3 $\frac{1}{2}$.....do.	1,950	.50	.50		.47	.45	.46	22
23	$\frac{1}{4}$ by 4.....do.	1,300	.58	.55		.51	.48	.49	23
24	$\frac{1}{4}$ by 1 $\frac{1}{2}$.....do.	700	.61	.63		.58	.54	.56	24
25	$\frac{1}{4}$ by 2.....do.	650	.67	.69		.62	.59	.62	25
26	$\frac{1}{4}$ by 2 $\frac{1}{2}$.....do.	500	.73	.75		.69	.65	.67	26
27	$\frac{1}{4}$ by 3.....do.	1,100	.79	.80		.75	.70	.73	27
28	$\frac{1}{4}$ by 4.....do.	850	.91	.94		.86	.83	.81	28
29	$\frac{1}{4}$ by 5.....do.	850	1.03	1.09		.97	.94	.95	29
30	$\frac{1}{4}$ by 6.....do.	500	1.15	1.20		1.08	1.03	1.06	30
31	$\frac{1}{4}$ by 4.....do.	650	1.39	1.45		1.32	1.26	1.46	31
32	$\frac{1}{4}$ by 5.....do.	300	1.56	1.65		1.48	1.41	1.64	32
33	$\frac{1}{4}$ by 6.....do.	400	1.72	1.80		1.63	1.56	1.81	33
34	$\frac{1}{4}$ by 7.....do.	300	1.89	2.00		1.78	1.72	2.00	34
35	$\frac{1}{4}$ by 8.....do.	500	2.05	2.15		1.95	1.86	2.17	35
36	$\frac{1}{4}$ by 9.....do.	200	2.22	2.30		2.05	2.03	2.34	36
37	$\frac{1}{4}$ by 10.....do.	500	2.40	2.50		2.28	2.18	2.52	37
38	$\frac{1}{4}$ by 11.....do.	200	2.55	2.70		2.43	2.33	2.69	38
39	$\frac{1}{4}$ by 12.....do.	450	2.73	2.85		2.59	2.48	2.87	39
40	Bolts, door, wrought-iron barrel: 5-inch.....doz.	9				.55	.545	.75	40
41	8-inch.....do.	7				1.40	1.34	1.75	41
42	Bolts, shutter, wrought iron, 10-inch.....doz.	1				1.90	2.00		42
43	Bolts, square head and nut, per 100: $\frac{1}{4}$ by 1.....No.	250	.65	.68		.58	.57		43
44	$\frac{1}{4}$ by 1 $\frac{1}{2}$.....do.	500	.65	.68		.58	.57	.65	44
45	$\frac{1}{4}$ by 2.....do.	350	.68	.71		.61	.60	.68	45
46	$\frac{1}{4}$ by 2 $\frac{1}{2}$.....do.	325	.71	.74		.62	.61	.70	46

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.						Number.
			George O. Rich.	Frederick L. Alderson.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Henry E. Bothin.	
	Bolts, square head and nut, per 100:								
1	1/4 by 3..... No..	225	.74	.77	.65	.65	.74	.....	1
2	1/4 by 3 1/2..... do..	150	.77	.80	.68	.68	.....	.....	2
3	1/4 by 1..... do..	250	.76	.80	.68	.68	.....	.....	3
4	1/4 by 1 1/2..... do..	400	.76	.80	.68	.68	.76	.....	4
5	1/4 by 2..... do..	500	.80	.85	.72	.71	.81	.....	5
6	1/4 by 2 1/2..... do..	500	.85	.89	.76	.76	.85	.....	6
7	1/4 by 3..... do..	600	.90	.94	.80	.79	.90	.....	7
8	1/4 by 3 1/2..... do..	500	.94	1.00	.84	.84	.95	.....	8
9	1/4 by 4..... do..	450	.99	1.04	.88	.89	.....	.....	9
10	1/4 by 4 1/2..... do..	450	1.03	1.09	.93	.93	.....	.....	10
11	1/4 by 5..... do..	500	.97	1.02	.87	.97	.....	.....	11
12	1/4 by 2..... do..	350	1.08	1.13	.97	.97	.97	1.50	12
13	1/4 by 2 1/2..... do..	350	1.04	1.09	.93	.93	1.03	1.60	13
14	1/4 by 3..... do..	550	1.09	1.15	.98	.98	1.10	1.75	14
15	1/4 by 3 1/2..... do..	550	1.15	1.21	1.04	1.04	1.15	1.80	15
16	1/4 by 4..... do..	650	1.22	1.28	1.09	1.10	1.22	1.85	16
17	1/4 by 4 1/2..... do..	500	1.28	1.34	1.14	1.15	1.28	2.25	17
18	1/4 by 5..... do..	450	1.33	1.40	1.20	1.26	1.40	2.25	18
19	1/4 by 5 1/2..... do..	300	1.40	1.47	1.26	1.33	1.46	2.25	19
20	1/4 by 6..... do..	550	1.46	1.53	1.31	1.33	1.46	2.25	20
21	1/4 by 6 1/2..... do..	100	1.52	1.60	1.36	1.37	1.52	2.40	21
22	1/4 by 7..... do..	350	1.58	1.66	1.41	1.43	1.58	2.40	22
23	1/4 by 7 1/2..... do..	200	1.64	1.72	1.46	1.49	1.64	2.50	23
24	1/4 by 8..... do..	400	1.70	1.79	1.52	1.54	1.70	2.50	24
25	1/4 by 3..... do..	300	1.30	1.36	1.17	1.17	1.30	2.00	25
26	1/4 by 3 1/2..... do..	100	1.37	1.44	1.23	1.24	1.37	2.25	26
27	1/4 by 4..... do..	300	1.45	1.52	1.29	1.30	1.45	2.25	27
28	1/4 by 4 1/2..... do..	50	1.52	1.60	1.36	1.37	1.52	3.00	28
29	1/4 by 5..... do..	150	1.60	1.68	1.42	1.45	1.60	3.00	29
30	1/4 by 5 1/2..... do..	250	1.90	2.00	1.71	1.72	1.90	3.20	30
31	1/4 by 6..... do..	200	1.75	1.86	1.58	1.59	1.67	3.00	31
32	1/4 by 6 1/2..... do..	400	1.85	1.96	1.66	1.69	1.87	3.00	32
33	1/4 by 7..... do..	200	1.96	2.06	1.76	1.78	1.96	3.00	33
34	1/4 by 7 1/2..... do..	350	2.05	2.17	1.86	1.87	2.06	3.25	34
35	1/4 by 8..... do..	50	2.15	2.27	1.94	1.96	2.16	3.50	35
36	1/4 by 8 1/2..... do..	250	2.25	2.40	2.03	2.04	2.25	3.50	36
37	1/4 by 9..... do..	150	2.45	2.60	2.25	2.24	2.46	3.75	37
38	1/4 by 10..... do..	200	2.65	2.80	2.39	2.42	2.65	3.75	38
39	1/4 by 11..... do..	50	2.85	3.00	2.56	2.59	2.85	4.00	39
40	1/4 by 12..... do..	250	3.05	3.20	2.73	2.77	3.05	4.30	40
	Bolts, tire, per 100:								
41	1/2 by 1 1/2..... No..	900	.14	.15	.12	.11	.117	.....	41
42	1/2 by 1 1/4..... do..	1,000	.15	.16	.13	.12	.185	.....	42
43	1/2 by 1..... do..	1,200	.165	.18	.14	.13	.20	.....	43
44	1/2 by 2..... do..	350	.223	.25	.19	.18	.27	.....	44
45	1/2 by 1 1/2..... do..	900	.246	.26	.21	.20	.30	.....	45
46	1/2 by 2 1/2..... do..	850	.27	.30	.225	.22	.33	.....	46

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 O. Rich.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Fred. B. Dallan.	Frederick L. Alder-son.	Harry Unna.	Number.
			Delivered in San Francisco, Cal.							
1	Chisels, c. s.:									
2	Cold, octagon, $\frac{1}{4}$ by 6 inches. No. Socket, corner, 1-inch, handled, No.	18		.13	.07					1
3	Chisels, c. s., socket, firmer, handled:									
4	$\frac{1}{4}$ -inch.....do.....No.	6			.72	.85				2
5	$\frac{1}{2}$ -inch.....do.....No.	40	a 3.27	.17	.15	.20				3
6	$\frac{3}{4}$ -inch.....do.....No.	31	a 3.45	.17	.15	.20				4
7	1-inch.....do.....No.	32	a 3.75	.19	.17	.225				5
8	1 $\frac{1}{2}$ -inch.....do.....No.	47	a 4.50	.23	.21	.275				6
9	2-inch.....do.....No.	67	a 5.10	.25	.23	.30				7
10	2 $\frac{1}{2}$ -inch.....do.....No.	61	a 5.60	.27	.25	.335				8
11	Chisels, c. s., socket, framing, handled:									
12	$\frac{1}{4}$ -inch.....do.....No.	16		.36	.25	.30				11
13	$\frac{1}{2}$ -inch.....do.....No.	19		.26	.26	.30				12
14	$\frac{3}{4}$ -inch.....do.....No.	16		.26	.26	.30				13
15	1-inch.....do.....No.	13		.27	.31	.35				14
16	1 $\frac{1}{2}$ -inch.....do.....No.	11		.34	.34	.40				15
17	2-inch.....do.....No.	14		.38	.39	.45				16
18	2 $\frac{1}{2}$ -inch.....do.....No.	14		.42	.43	.50				17
19	3-inch.....do.....No.	8		.51	.51	.60				18
20	Clamps, carpenter's, iron, to open 10 inches.....No.	24		.49	.40	.65				19
21	Cleavers, butcher's, 12-inch.....do.	3		1.20	1.14					20
22	Crowbars, solid steel, wedge point, assorted sizes, per pound.....No.	29		.035	.037	.045				21
23	Dividers, c. s., wing:									
24	6 inches long.....do.....	11		.12	.09	.125				22
25	10 inches long.....do.....	14		.23	.19	.225				23
26	Drills:									
27	Blacksmith's, vertical.....do.....	5		6.10	5.75					24
28	Breast.....do.....	6		2.00	1.95					25
29	Faucet:									
30	Brass, racking, $\frac{1}{4}$ -inch, loose key, No.....No.	1			.32					26
31	Wood, cork-lined, No. 2.....No.	10		.03	.029	.10				27
32	Files, flat, bastard:									
33	10-inch.....do.....	20 $\frac{3}{4}$	1.33	1.30	1.24	1.38		1.75	1.50	28
34	12-inch.....do.....	7 $\frac{3}{4}$	1.34	1.32	1.73	1.92		2.45	2.10	29
35	14-inch.....do.....	15	1.84	1.82	1.73		2.45			30
36	16-inch.....do.....	4 $\frac{1}{2}$	2.53	2.50	2.40		3.40			31
37	Files, half-round, bastard:									
38	10-inch.....do.....	3	1.73	1.70	1.62	1.80		2.30	1.95	32
39	12-inch.....do.....	4 $\frac{3}{4}$	2.24	2.24	2.10	2.35		2.95		33
40	Files, mill-saw:									
41	8-inch.....do.....	26	.82	.80	.76	.85		1.20		34
42	10-inch.....do.....	34	1.07	1.05	.99	1.10		1.60		35
43	12-inch.....do.....	21	1.42	1.31	1.32	1.50		2.10		36
44	14-inch.....do.....	9 $\frac{1}{2}$	2.03	2.00	1.91	2.10		3.00		37

a Per dozen.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.						Number.	
			George O. Rich.	Frederick O. Alderson.	Harry Unna.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.		Henry M. Holbrook.
	Files, round, bastard:									
1	6-inch .....doz..	3	.67	.90		.66	.63	.69	1	
2	8-inch .....do..	2 ^{1/2}	.81	1.08		.80	.76	.85	2	
3	10-inch .....do..	3 ^{1/2}	1.06	1.40		1.05	1.00	1.10	3	
4	12-inch .....do..	4	1.42	1.90		1.31	1.33	1.50	4	
5	14-inch .....do..	3 ^{1/2}	2.13	2.70		2.00	1.92	2.10	5	
	Files, slim, taper, saw:									
6	3-inch .....do..	16 ^{3/4}	.40	.55	.42	.38	.37	.40	6	
7	3 1/2-inch .....do..	8	.40	.55	.42	.39	.38	.42	7	
8	4-inch .....do..	22	.42	.55	.45	.40	.39	.43	8	
9	4 1/2-inch .....do..	14	.44	.60	.48	.41	.40	.45	9	
10	5-inch .....do..	33	.47	.60	.52	.45	.43	.49	10	
11	6-inch .....do..	42	.59	.78	.65	.59	.58	.60	11	
12	Flatirons, 5 to 8 pounds, assorted, per pound .....pairs..	144				.039	.039	.04	.04 1/4	12
	Gauges:									
13	Marking, brass mounted.....No.	25				.21	.19 1/2	.22	13	
14	Mortise, screw slide .....do..	26				.44	.355		14	
15	Slitting, with handle .....do..	4					.38		15	
16	Glue pots, No. 1, porcelain lined..do.	6				.38	.395		16	
	Gouges, c. s., socket, firmer, handled:									
17	1/2-inch .....No.	10				.28	.275	.34	17	
18	1/2-inch .....do..	12				.30	.28	.40	18	
19	3/4-inch .....do..	6				.34	.32	.45	19	
20	1-inch .....do..	14				.37	.36	.48	20	
21	1 1/2-inch .....do..	6				.40	.395	.50	21	
22	1-inch .....do..	9				.42	.415	.55	22	
	Grindstones, per pound:									
23	Weighing 50 pounds.....do..	14					.015	.016	23	
24	Weighing 100 pounds.....do..	6					.015	.016	24	
25	Weighing 150 pounds.....do..	3					.015	.016	25	
26	Grindstone fixtures, 17 inches, im- proved patent cap, extra heavy.No.	24					.28	.31 1/2	26	
27	Hair clippers, good quality.....do..	91				.65	.49	.89	27	
28	Hammers, claw, solid c. s., adz-eye, forged, No. 1 1/4.....No.	270	.43				.37	.38	.27	28
29	Hammers, farrier's:							.42 1/2		29
30	Shoeing, c. s.....do..	49		.65			.37	.30	.29	30
31	Turning, half-bright, 2 1/4 pounds, No.....do..	1					1.25	1.35		31
	Hammers, machinist's, ball peen:									
32	1 1/4-pound .....No.	7		.60			.40	.425	.44	32
33	2 1/2-pound .....do..	10		.75			.48	.49 1/2	.53	33
	Hammers, riveting, solid c. s.:									
34	1 1/2-pound .....do..	11				.29	.29	.30	34	
35	1 1/2-pound .....do..	2				.31	.31	.33	35	
36	1 1/2-pound .....do..	3				.34	.33 1/2	.35	36	
	Hammers, sledge, blacksmith's, solid c. s.:									
37	2-pound .....No.	8				.48	.46	.50	37	
38	3-pound .....do..	1				.55	.52	.57	38	
39	6-pound .....do..	5	.47				.35	.375	.72	39
40	8-pound .....do..	4	.63				.47	.49	.95	40
41	10-pound .....do..	9	.78				.60	.615	1.20	41

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.								Number.	
			Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Frank M. Gilham.	Harry Unna.	Louis Feldman, jr.	George O. Rich.	Frederick L. Alderson.		Henry E. Bothin.
	Hammers, mason's, ax finish, solid c. s.:											
1	5-pound.....No..	25	.44	.44	.55							1
2	8-pound.....do...	13	.71	.71	.85							2
3	12-pound.....do...	1	.89	1.06	1.30							3
4	Hammers, tack, upholsterer's pattern, malleable iron.....No..	13	.06	.15		.35						4
	Hatchets, c. s.:											
5	Broad, 6-inch cut, steel head, single bevel, handled.....No..	36	.60	.68	.72							5
6				.72								6
7	Lathing, 2-inch blade.....do...	16	.35	.25	.32							7
8				.50								8
9	Shingling, No. 2.....do...	205	.34	.30	.32							9
10				.35	.38							10
	Hinge hasps:											
11	6-inch.....doz..	23	.42	.39	.48		.41					11
12	10-inch.....do...	15 ^{1/2}	.79	.74	.90							12
	Hinges, extra heavy, T:											
13	8-inch.....doz. pairs..	7	1.15	1.48	α.045		.95					13
14	10-inch.....do...	3 ^{1/2}	2.15	2.13	α.04		1.25					14
	Hinges, heavy, strap:											
15	8-inch.....do...	11	1.28	1.20	α.035		1.45					15
16	10-inch.....do...	6	2.05	1.89	α.035		2.10					16
17	12-inch.....do...	1	2.95	2.76	α.035		2.75					17
	Hinges, light, strap:											
18	6-inch.....do...	19	.58	.56	.59		.64					18
19	8-inch.....do...	7	.80	.82	.81		.93					19
20	12-inch.....do...	1	1.60	1.15	1.64		1.80					20
	Hinges, light, T:											
21	6-inch.....do...	14	.47	.46	.47		.50	.50				21
22	8-inch.....do...	9	.60	.59	.60		.70					22
23	10-inch.....do...	1	.88	.88	.88		.95					23
24	Hooks, hat and coat, schoolhouse pattern, heavy.....doz..	262	.25	.21	.27							24
	Iron, band, per 100 pounds:											
25	1/4 by 1/2.....lbs..	25	3.00	3.45	3.45				4.50	4.00		25
26	1/2 by 1.....do...	100	2.80	3.00	3.15				3.50	3.60		26
27	1 by 1.....do...	225	2.80	3.00	3.15				3.50	3.50		27
28	1 by 1 1/2.....do...	300	2.70	2.80	3.15			2.95	3.25	3.40		28
29	1 1/2 by 1.....do...	175	2.75	2.90	3.00				3.50	3.60		29
30	1 1/2 by 2.....do...	525	2.65	2.87	2.95				3.00	3.00		30
	Iron, flat-bar, per 100 pounds:											
31	1 by 1/2.....do...	875	2.80	2.74	2.85			2.94	3.15	2.90		31
32	1 by 1 1/2.....do...	835	2.50	2.44	2.55			2.64	2.85	2.60		32
33	1 by 1 1/2.....do...	250	2.50	2.44	2.55			2.64	2.85	2.60		33
34	1 by 2.....do...	400	2.50	2.44	2.55			2.64	2.85	2.60		34
35	1 by 2 1/2.....do...	300	2.50	2.44	2.55			2.64	2.85	2.60		35
36	1 by 4.....do...	750	2.60	2.44	2.55			2.64	2.85	2.60		36
37	1 1/2 by 2.....do...	650	2.50	2.44	2.55			2.64	2.85	2.60		37
38	1 1/2 by 2 1/2.....do...	300	2.50	2.44	2.55			2.64	2.85	2.60		38
39	1 1/2 by 2 1/2.....do...	100	2.50	2.44	2.55			2.64	2.85	2.60		39

α Per pound.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.							Number.
			Henry M. Holbrook.	George O. Rich.	Frederick L. Alderson.	Henry E. Bothin.	Wakefield Baker.	Joseph Sloss	Andrew Carrigan.	
	Iron, flat-bar, per 100 pounds:									
1	by 3 $\frac{1}{4}$.....lbs..	200	2.64	2.85	2.60	2.50	2.44	.....	1
2	by 4.....do..	250	2.84	3.05	2.80	2.75	2.64	2.75	2	
3	by 1.....do..	500	2.64	2.85	2.60	2.55	2.44	2.55	3	
4	by 1 $\frac{1}{2}$.....do..	1,150	2.54	2.75	2.50	2.45	2.34	2.45	4	
5	by 1 $\frac{3}{4}$.....do..	850	2.44	2.65	2.40	2.35	2.24	2.35	5	
6	by 2.....do..	300	2.44	2.65	2.40	2.35	2.24	2.35	6	
7	by 2 $\frac{1}{2}$.....do..	600	2.44	2.65	2.40	2.35	2.24	2.35	7	
8	by 3.....do..	200	2.44	2.65	2.40	2.35	2.24	2.35	8	
9	by 3 $\frac{1}{2}$.....do..	100	2.44	2.65	2.40	2.35	2.24	2.35	9	
10	by 4.....do..	100	.....	3.05	2.80	2.75	2.64	.....	10
11	by 4 $\frac{1}{2}$.....do..	400	2.44	2.65	2.40	2.35	2.24	.....	11
12	by 5.....do..	100	2.84	3.05	2.80	2.75	2.64	2.85	12	
13	by 1.....do..	300	2.64	2.85	2.60	2.55	2.44	2.55	13	
14	by 1 $\frac{1}{2}$.....do..	1,150	2.44	2.65	2.40	2.35	2.24	2.35	14	
15	by 1 $\frac{3}{4}$.....do..	900	2.44	2.65	2.40	2.35	2.24	2.35	15	
16	by 2.....do..	500	2.44	2.65	2.40	2.35	2.24	2.35	16	
17	by 2 $\frac{1}{2}$.....do..	300	2.44	2.65	2.40	2.35	2.24	2.35	17	
18	by 3.....do..	1,000	2.44	2.65	2.40	2.35	2.24	2.35	18	
19	by 3 $\frac{1}{2}$.....do..	750	2.44	2.65	2.40	2.35	2.24	2.35	19	
20	by 4.....do..	300	2.44	2.65	2.40	2.35	2.24	2.35	20	
21	Iron, Juniata sheet, galvanized, 28-inch, No. 25, per 100 pounds..lbs..	175	a4.75	.....	5.00	.....	.04	.....	21
	Iron, round, per 100 pounds:									
22	1 $\frac{1}{2}$ -inch.....lbs..	850	3.10	3.35	3.00	3.00	2.94	3.05	22	
23	1 $\frac{3}{4}$ -inch.....do..	1,085	2.90	3.15	2.90	2.80	2.74	2.85	23	
24	2-inch.....do..	1,150	2.80	3.05	2.80	2.70	2.64	2.75	24	
25	2 $\frac{1}{2}$ -inch.....do..	2,590	2.74	2.95	2.70	2.60	2.54	2.65	25	
26	3-inch.....do..	650	2.74	2.95	2.70	2.60	2.54	2.65	26	
27	3 $\frac{1}{2}$ -inch.....do..	1,725	2.64	2.85	2.60	2.55	2.44	2.55	27	
28	4-inch.....do..	1,850	2.54	2.75	2.50	2.45	2.34	2.45	28	
29	4 $\frac{1}{2}$ -inch.....do..	1,100	2.54	2.75	2.50	2.45	2.34	2.45	29	
30	5-inch.....do..	1,150	2.44	2.65	2.40	2.35	2.24	2.35	30	
	Iron, sheet, per 100 pounds:									
31	1 $\frac{1}{8}$ -inch thick.....lbs..	400	.....	4.00	6.50	.....	3.39	3.25	31
32	1 $\frac{1}{4}$ -inch thick.....do..	500	.....	4.00	5.50	.....	3.29	3.00	32
33	No. 26.....do..	350	.....	4.50	.....	.....	3.84	3.70	33
	Iron, square, per 100 pounds:									
34	1 $\frac{1}{2}$ -inch.....lbs..	250	2.90	3.15	2.90	2.80	2.74	2.85	34	
35	2-inch.....do..	450	2.74	2.95	2.70	2.60	2.54	2.65	35	
36	2 $\frac{1}{2}$ -inch.....do..	600	2.64	2.85	2.60	2.55	2.44	2.55	36	
37	3-inch.....do..	400	2.54	2.75	2.50	2.45	2.34	2.45	37	
38	4-inch.....do..	550	2.44	2.65	2.40	2.35	2.24	2.35	38	

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.								Number.	
			Henry M. Holbrook.	Francis J. Baker.	Morris Block.	Harry Unna.	Fred W. Dohrman, jr.	Wakefield Baker.	Joseph W. Sloss.	Andrew Carrigan.		Ivory F. Littlefield.
1	Knives and forks, cocoa handle, with bolster, per pair, pairs.....	2,871	.09		.11			.11	.08 ¹ / ₂	.09 ¹ / ₂		1
2	Knives:		.10 ¹ / ₂									2
3	Butcher, 8-inch, cocoa handle, without bolster. doz...	23	2.07		2.15	.99		2.50	1.98	2.25		3
4	Carving, and forks, cocoa handle, per pair...pairs..	75				.88		.60	.75	.68	.65	4
5	Chopping, iron handles, No.....	59	.09			.075	.09	.10	.06 ¹ / ₂			5
6	Drawing, 10-inch, c. s., carpenter's.....No.	32				.56		.48	.45	.50		6
7	Drawing, 12-inch, c. s., carpenter's.....No.	11						.54	.49	.55		7
8	Horseshoeing.....do.	54						.30	.24	.25		8
9	Putty.....do.	57						.15	.075	.06	.12	9
10	Skinning, 6-inch, cocoa handle, without bolster, No.....	49	.21					.15	.12			10
11	Latches, thumb, Roggen pattern, heavy.....doz.	4						.55	.75	.73		11
12	Lead, in pigs.....lbs.	440	.05 ¹ / ₂	.055					.04 ¹ / ₂			12
13	Locks:											13
14	Closet, 3 ¹ / ₂ -inch, iron bolt, dead, 2 keys.....doz.	10 ¹ / ₂						1.00	1.60			14
15	Drawer, 2 ¹ / ₂ by 2 inches, iron, 2 keys.....doz.	13 ¹ / ₂						1.10	1.12	1.15		15
16	Locks, mineral knob, rim, iron bolt, 2 keys:											16
17	4-inch.....doz.	19 ¹ / ₂						1.90	1.73			17
18	4 ¹ / ₂ -inch.....do.	9						4.00	3.87			18
19	5-inch.....do.	15						4.50	5.17			19
20	6-inch.....do.	1						6.50	8.30			20
21	Locks, mineral knob, mortise, 3 ¹ / ₂ -inch, iron bolt, 2 keys. doz.	11 ¹ / ₂						2.50	2.08			21
22	Locks:											22
23	Pad, iron or brass, 3-tumbler, 2 keyseach, assorted combinations on each shipping order.....doz.	51						3.25	.99			23
24								1.65	1.42			24
25								1.50				25
26								1.35				26
27								2.40				27
28	Sash.....do.	41						.31	.28 ¹ / ₂	.45		28
29	Mallets, carpenter's, hickory, round, 6 by 4 inches.....No.	19						.12	.11 ¹ / ₂			29
30	Nails, wire, per 100 pounds:											30
31	3d, lath.....lbs.	* 985						3.21	3.175			31
32	3d, steel.....do.	* 1,450						3.16	3.175			32
33	4d, steel.....do.	* 1,660						3.01	3.025			33
34	6d, steel.....do.	* 3,000						2.91	2.925			34
35	8d, steel.....do.	* 8,750						2.81	2.825			35
36	10d, steel.....do.	* 8,450						2.76	2.775			36
37	12d, steel.....do.	* 3,150						2.76	2.775			37
38	20d, steel.....do.	* 5,650						2.71	2.725			38
39	30d, steel.....do.	* 2,300						2.71	2.725			39

* No award on nails; to be shipped under eastern market.

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, Cal.	
			Henry M. Holbrook.	Francis J. Baker.
Planes:				
1	Hollow and round, 14-inch, c. s. pairs.	5		
2	Hollow and round, 1½-inch, c. s. pair.	1		
3	Jack, adjustable, wood bottoms. No.	24		
4				
5	Jointer's, double-iron, c. s. do.	10		
6				
7	Match, 1-inch, plated. pair.	1		
8	Plow, embracing beading and center-beading plane, rabbet and fillister, dado, plow, matching, and slitting plane. No.	9		
9	Skew-rabbet, ¾-inch. do.	7		
10	Skew-rabbet, 1-inch. do.	5		
11	Skew-rabbet, 1½-inch. do.	5		
12	Smooth, adjustable, wood bottoms. do.	19		
13				
Pliers:				
14	Flat-nose, 7-inch, c. s., heavy. do.	38		
15	Round-nose, 7-inch, c. s., heavy. do.	29		
16	End-cutting, 10-inch, c. s., heavy. do.	27		.85
Punches:				
17	C. s., belt, to drive, assorted, Nos. 2, 3, 4, 5, and 6. doz.	7		
18	Conductor's, assorted shapes of holes. do.	4-12		
Rasps, horse:				
19	12-inch. No.	47		
20	14-inch. do.	104		
Rasps, wood, flat:				
21	12-inch. do.	16		
22	14-inch. do.	18		
Rasps, wood, half-round:				
23	12-inch. do.	6	.40	
24	14-inch. do.	15	.55	
Rivet sets:				
25	No. 2. do.	5	.22	
26	No. 3. do.	7	.18	
27	No. 7. do.	3	.115	
Rivets and burrs, copper:				
28	1-inch, No. 8. lbs.	3		
29	1-inch, No. 12. do.	6		
30	¾-inch, No. 8. do.	4		
31	¾-inch, No. 12. do.	8		
32	½-inch, No. 8. do.	18		
33	½-inch, No. 12. do.	17		
34	¾-inch, No. 8. do.	16		
35	¾-inch, No. 12. do.	8		
36	1-inch, No. 8. do.	11		
37	1-inch, No. 12. do.	7		

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

Number.	Delivered in San Francisco, Cal.								Number.
	George O. Rich.	Frederick L. Alderson.	John P. Winchester.	Harry Unna.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Frank M. Gilham.	
						.73			1
						.86			2
				.85	.88	.79	.81		3
						.96			4
					.85	1.06	.90		5
						1.29			6
						1.12			7
					4.85	4.93			8
						.355			9
						.36			10
						.42			11
					.50	.72	.72		12
						.89			13
					.14	.16	.24		14
					.14	.16	.24		15
					.76	.88			16
						.75			17
						2.54	.62		18
	.205			.34	.20	.185	.21		19
	.28	.40		.45	.28	.255	.29		20
	.285	.40			.28	.285	.35		21
	.37	.50			.37	.375	.45		22
	.81	.40			.30	.295	.38		23
	.41	.55			.40	.395	.48		24
					.15	.20			25
					.12	.16			26
					.08	.12			27
			.22		.215	.21			28
			.26		.24½	.24½			29
			.22		.215	.21		.25	30
			.26		.24½	.24½		.28	31
			.22		.215	.21		.25	32
			.26		.24½	.24½		.28	33
			.22		.215	.21		.25	34
			.26		.24½	.24½		.28	35
			.22		.215	.21		.25	36
			.26		.24½	.24½		.28	37

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

HARDWARE—Continued.

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Delivered in San Francisco, Cal.	
			Henry M. Holbrook.	Francis J. Baker.
	Rivets, iron, No. 8, flat-head:			
1	1/8-inch.....lbs.	18		
2	1/4-inch.....do.	8		
3	3/8-inch.....do.	4		
4	1-inch.....do.	10		
	Rivets, iron, flat-head:			
5	1/8 by 1 inch.....do.	31		
6	1/8 by 2 inches.....do.	13		
7	1/8 by 4 inches.....do.	15		
8	1/4 by 1 inch.....do.	46		
9	1/4 by 1 1/2 inches.....do.	41		
10	1/4 by 2 inches.....do.	56		
11	1/4 by 2 1/2 inches.....do.	46		
12	1/4 by 3 inches.....do.	51		
13	1/4 by 3 1/2 inches.....do.	35		
14	1/4 by 4 inches.....do.	41		
	Rivets, tinned-iron, in packages of 1,000:			
15	10-ounce.....M	4	.075	.06
16	12-ounce.....do.	2	.08 1/2	.07
17	16-ounce.....do.	8	.10	.08
18	24-ounce.....do.	7	.13	.11
19	32-ounce.....do.	7	.16 1/2	.14
20	Rules, boxwood, 2-foot, 4-fold, full brass bound.....No.	136		
21	Saw blades, butcher's bow, 20-inch.....doz	7 1/2		
22	Saw clamps, 9-inch jaw.....No.	16		
	Saw-sets:			
24	For crosscut saws.....do.	6		
25	For handsaws.....do.	11		
	Saws:			
26	Back (or tenon), 12-inch.....do.	9		
27	Bracket.....do.	3		
28	Buck, framed, complete, 30-inch blade.....do.	31		
29				
	Saw, circular:			
30	26-inch, crosscut.....do.	1		
31	26-inch, rip.....do.	1		
32	30-inch, crosscut.....do.	3		
	Saws, cross-cut:			
33	5-foot, with handles.....do.	40		
34	6-foot, with handles.....do.	34		
	Saws:			
35	Hand, 26-inch, 6 to 10 points to the inch.....do.	135		
36				
37	Keyhole, 12-inch compass.....do.	55		
38	Meat, butcher's, bow, 20-inch.....do.	14	.80	.73
39			1.25	
40	Rip, 28-inch, 5 points.....do.	22		
41				
	Scales:			
42	Butcher's, dial face, spring balance, square dish, 30-pound, by ounces.....No.	1		
43	Counter, 62-pound.....do.	4		
44	Hay and cattle, 6-ton, standard platform.....do.	3		
45				
	Scales, platform:			
46	Counter, 240-pound.....do.	6		
47				
48	1,000-pound, drop-lever, on wheels.....do.	3		
49				
50				

Number.	Delivered in San Francisco, Cal.					
	George O. Rich.	Frederick L. Alder son.	Harry Unna.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.
1		.10				
2		.10				
3		.10				
4		.10				
5						
6	.075	.08				
7	.075	.08				
8	.075	.08			.07	
9		.055			.07	
10	.075	.055				
11	.075	.055				
12	.075	.055				
13	.075	.055				
14	.075	.055				
15					.079	.085
16					.08 1/2	.095
17					.09 1/2	.11
18					.12 1/2	.145
19					.16 1/2	.185
20			.25		.23 1/2	
21				2.55	1.25	2.50
22					3.00	
23				.35	.29 1/2	.38
24				.60	.58	
25				.28	.28	
26				.98	.90	.74
27				.75	.75	
28				.45	.38	.40
29					.58	
30					8.50	
31					8.50	
32					10.23	1.64
33				1.50	1.59	1.94
34				1.70	1.89	
35				.90	.90	.70
36				1.05	1.06	1.08
37				.09	.10	
38				.70	.80	
39						
40				.95	1.15	.80
41					1.26	
42					2.75	2.74
43					6.00	4.98
44					.69	73.50
45					.42	
46				7.25	6.50	
47				2.75		
48				19.00	21.50	
49				14.00		
50				15.00		

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, for furnishing supplies, etc.—Continue

[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 San Francisco, Cal.						Number.
			George O. Rich.	Harry Unha.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Frederick L. Alderson.	
1	Scissors, ladies', 6-inch, c. s., full size, good quality.....doz..	17 ¹ / ₂			4.50	1.90	1.75		1
2	Screw-drivers, steel blade:								
3	6-inch.....No.	36		.085	.075	.075	.07		2
4	8-inch.....do.	42		.12	.105	.10	.10		3
5	10-inch.....do.	11			.13	.13	.15		4
6	Screws, wrought iron, bench 1 ¹ / ₄ -inch, number	15			.48	.365	.62		5
7	Screws, wood, bench 2 ¹ / ₄ -inch.....No.	4				.32	.45		6
8	Screws, wood, iron:								
9	1 ¹ / ₄ -inch, No. 4.....gross..	49	.095	.063	.055	.064	.07		7
10	1 ¹ / ₄ -inch, No. 5.....do.	38	.096	.064	.057	.065	.075		8
11	1 ¹ / ₄ -inch, No. 5.....do.	35	.10	.067	.057	.068	.075		9
12	1 ¹ / ₄ -inch, No. 6.....do.	38	.105	.072	.063	.071	.08		10
13	1 ¹ / ₄ -inch, No. 7.....do.	56	.124	.082	.072	.083	.09		11
14	1 ¹ / ₄ -inch, No. 8.....do.	58	.13		.077	.089	.10		12
15	1 ¹ / ₄ -inch, No. 8.....do.	59	.137	.092	.08	.093	.10		13
16	1 ¹ / ₄ -inch, No. 9.....do.	35	.14	.095	.083	.096	.105		14
17	1 ¹ / ₄ -inch, No. 9.....do.	87	.157	.10	.092	.106	.115		15
18	1 ¹ / ₄ -inch, No. 10.....do.	55	.17	.108	.101	.116	.13		16
19	1 ¹ / ₄ -inch, No. 10.....do.	71	.18	.113	.105	.125	.13		17
20	1 ¹ / ₄ -inch, No. 11.....do.	40	.194	.117	.114	.135	.145		18
21	1 ¹ / ₄ -inch, No. 11.....do.	73	.21	.126	.123	.145	.155		19
22	1 ¹ / ₄ -inch, No. 12.....do.	34	.23	.144	.136	.16	.17		20
23	1 ¹ / ₄ -inch, No. 12.....do.	37	.255	.153	.149	.175	.181		21
24	1 ¹ / ₄ -inch, No. 13.....do.	24	.277	.171	.162	.19	.205		22
25	2-inch, No. 13.....do.	39	.307		.18	.21	.225		23
26	2-inch, No. 14.....do.	5	.35		.206	.24	.25		24
27	2-inch, No. 14.....do.	7	.367		.215	.25	.27		25
28	2-inch, No. 15.....do.	2	.427		.25	.29	.315		26
29	2-inch, No. 14.....do.	4	.39		.228	.265	.285		27
30	2-inch, No. 15.....do.	8	.457		.268	.31	.335		28
31	3-inch, No. 16.....do.	4	.577		.338	.40	.425		29
32	3-inch, No. 18.....do.	4	.765		.448	.52	.56		30
31	Shears, c. s., trimmer's, straight, full size, good quality:								
32	8-inch.....doz.	17 ¹ / ₂			4.80	3.75	4.00		31
33	10-inch.....do.	7 ¹ / ₂			7.50	6.20	6.25		32
33	Shoes, horse, light, assorted, front and hind, per 100 pounds:								
34	No. 0.....lbs.	1,250	* 4.50		4.40	4.23	4.90	5.10	33
35	No. 1.....do.	1,150	* 4.50		4.40	4.23	4.90	5.10	34
36	No. 2.....do.	2,000	* 4.25		4.15	3.98	4.65	4.85	35
37	No. 3.....do.	2,150	* 4.25		4.15	3.98	4.65	4.85	36
38	No. 4.....do.	1,450	* 4.25		4.15	3.98	4.65	4.85	37
39	No. 5.....do.	750	* 4.25		4.15	3.98	4.65	4.85	38
40	No. 6.....do.	200	* 4.25		4.15	3.98	4.65	4.85	39

* Will allow 10 cents per 100 pounds freight allowance when same is over that amount.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.								Number.	
			George O. Rich.	Frederick L. Alderson.	Henry M. Holbrook.	Harry Unna.	Fred W. Dohrman, jr.	Joseph Sloss.	Andrew Carrigan.	Wakefield Baker.		Henry E. Bothin.
	Shoes, mule, per 100 pounds:											
1	No. 3.....lbs.	750	*4.25	5.85				3.98	4.65	4.15		1
2	No. 4.....do.	250	*4.25	5.85				3.98	4.65	4.15		2
3	Shovels, fire, hand, long handle, dozen.....	9			.90	.90	.63	1.00	.75			3
4	Sieves, iron wire, 18-mesh, tin frames.....doz.	9 ^{1/2}			1.20	1.40		1.08				4
5	Spirit levels, with plumb, 30-inch.....No.	38						.46	.45	.65		5
6								.75				6
7	Spoke pointers, adjustable.....do.	6	.60					.53		.62		7
8			1.00									8
9	Springs, door, spiral, heavy.....doz.	23			1.05			1.10	1.25	1.20		9
10					1.25			1.18				10
	Squares:											
11	Bevel, sliding, T, 10-inch.....No.	18				.17		.13^{1/2}	.17	.14		11
12	Framing, steel, 2 inches wide, number.....	27				.55		.475	.75	.47		12
13	Panel, 15-inch.....No.	10										13
14	Try, 4-inch.....do.	11				.12		.095		.23		14
15	Try and miter, 7 ^{1/2} -inch.....do.	16						.23	.28	.27		15
16	Try, 10-inch.....do.	6						.20		.27		16
17	Staples, wrought iron, 3 inches long.....doz.	60						.029	.05	.021		17
	Steel, cast, bar:											
18	1/2 by 3 inches.....lbs.	250	.1025	.101				7.90	.09 ^{1/2}	8.75	.10	18
19	1/2 by 1 inch.....do.	250	.0925	.091				6.90	.08 ^{1/2}	7.75	.09	19
	Steel, cast, octagon:											
20	1/2-inch.....do.	410	.0925	.091				7.90	.08 ^{1/2}	8.75	.09	20
21	3/4-inch.....do.	110	.075	.081				6.90	.08	7.75	.08	21
22	1-inch.....do.	830	.075	.081				6.90	.07 ^{1/2}	7.75	.08	22
23	1-inch.....do.	500	.0825	.081				6.90	.07 ^{1/2}	7.75	.08	23
24	1 1/4-inch.....do.	50	.0825	.081				6.90	.08	7.75	.10	24
	Steel, cast, square:											
25	1/2-inch.....do.	170	.1025	.101				7.90	.09 ^{1/2}	8.75	.10	25
26	3/4-inch.....do.	100	.0925	.091				6.90	.08 ^{1/2}	7.75	.09	26
27	1-inch.....do.	100	.0925	.091				6.90	.08	7.75	.09	27
28	1-inch.....do.	100	.075	.091				6.90	.08 ^{1/2}	7.75	.09	28
29	1 1/4-inch.....do.	100	.075	.091				6.90	.08 ^{1/2}	7.75	.09	29
30	2-inch.....do.	200	.075	.091				6.90	.08 ^{1/2}	7.75	.09	30
	Steel, plow:											
31	1/2 by 3 inches.....do.	125	.0355	.031				3.24	.03	3.65	.05	31
32	1/2 by 4 inches.....do.	50	.0355	.031				3.24	.03	3.65	.04 ^{1/2}	32
33	1/2 by 6 inches.....do.	50	.0355	.031				3.24	.03	3.65	.04 ^{1/2}	33
	Steel, spring:											
34	1/2 by 1 inch.....do.	100	.0400	.047				3.74	3.95	4.20	.06	34
35	1/2 by 1 1/4 inches.....do.	150	.0375	.045				3.74	3.75	4.00	.06	35
36	1/2 by 1 1/2 inches.....do.	150	.0375	.045				3.74	3.75	4.00	.055	36
37	1/2 by 2 inches.....do.	150	.0375	.045				3.74	3.75	4.00	.06	37
38	Steel, butcher's, 12-inch, stag handle.....No.	36			.84			.64	.89	.87		38

* Will allow 10 cents per 100 pounds freight allowance when same is over that amount.
 a No bid received.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.							Number.		
			George O. Rich.	Frederick L. Alderson.	Henry E. Bothin.	Harry Unna.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.		Henry M. Holbrook.	
1	Stocks and dies, blacksmith's: To cut 1 inch to $\frac{3}{4}$ inch, L. H., and 1 inch to $\frac{3}{4}$ inch, R. H., 6 taps and 3 dies each, number.....	5	5.40				4.50					1
2	To cut $\frac{1}{2}$ inch to $\frac{3}{8}$ inch, L. H., and $\frac{1}{2}$ inch to $\frac{3}{8}$ inch, R. H., 6 taps and 3 dies each..... No.....	4	2.70				2.20					2
3	Swage block, blacksmith's, number.....	1								.034		3
4	Tacks, iron wire, brass head, upholsterer's, size No. 43, per M.....	31				.35	.42	.37		.50		4
5	Tacks, cut, full half weight: 4-ounce.....dozen papers.....	77			.15		.12		.10	.135		5
6	6-ounce.....do.....	74			.18		.144		.125	.162		6
7	8-ounce.....do.....	70			.22		.175		.155	.194		7
8	10-ounce.....do.....	38			.26		.207		.18	.235		8
9	12-ounce.....do.....	31			.30		.24		.21	.27		9
10	Tape measures, 75-foot, leather case..... No.....	27							.495	.58		10
11	Tire shrinkers.....do.....	2	9.00	15.00			11.50		18.00	6.75		11
12			13.50									12
13			17.00									13
14	Toe calks, steel: No. 1.....lbs.....	30	.059	.06			4.95	4.95	.055			14
15	No. 2.....do.....	135	.059	.06			4.95	4.95	.055			15
16	No. 3.....do.....	320	.059	.06			4.95	4.95	.055			16
17	Trowels: Brick, 10 $\frac{1}{2}$ -inch.....No.....	15					.58	.45				17
18	Plastering, 10 $\frac{1}{2}$ -inch.....do.....	21					.78	.345	.33			18
19	Tuyeres (tweer), iron, duck's-nest pattern, single, No. 2, heavy.....No.....	5	1.20	.90			.50	.59	11.00			19
20	Vises, blacksmith's, solid box, per pound: 6-inch jaw.....No.....	2	.12	.14			10.25	9.68	5.50			20
21	4 $\frac{1}{2}$ -inch jaw.....do.....	5	.12	.16			5.35	5.06				21
22	Vises: Carpenter's, oval slide, 4-inch jaw.....No.....	13					2.15	2.34				22
23	Gunsmith's, parallel filers, 4-inch jaw.....No.....	5						8.50				23
24	Washers, iron: For $\frac{1}{2}$ -inch bolt.....lbs.....	60	.087	.087	.12		.0775	8.15	8.85			24
25	For $\frac{3}{4}$ -inch bolt.....do.....	75	.079	.079	.11		.0690	7.35	7.85			25
26	For $\frac{1}{2}$ -inch bolt.....do.....	100	.07	.07	.10		.0590	6.45	6.70			26
27	For $\frac{3}{4}$ -inch bolt.....do.....	165	.057	.057	.09		.045	5.15	5.10			27
28	For $\frac{1}{2}$ -inch bolt.....do.....	145	.053	.053	.08		.0405	4.75	4.60			28
29	For 1-inch bolt.....do.....	70	.053	.053	.08		.0405	4.75	4.85			29
30	Wedges, wood-chopper's, solid steel, per pound: 5-pound.....No.....	16					.045	.044	.047			30
31	6-pound.....do.....	61					.045	.044	.047			31
32	Well-wheels, 10-inch.....do.....	32					.26	.23	.275		.30	32
33	Wire, annealed: No. 13 gauge.....lbs.....	545									.048	33
34	No. 20 gauge.....do.....	55									.07	34
35	No. 24 gauge.....do.....	50									.08	35

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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.	Henry M. Holbrook.	George O. Rich.	Francis J. Baker.	Frederick L. Alderson.	Henry Seller.	Harry Umna.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Henry E. Bothin.	Alonzo A. Watkins.	Number.
			Delivered in San Francisco, Cal.											
1	Wire, bright, iron:													1
2	No. 3 gauge.....lbs..	90	.045											2
3	No. 6 gauge.....do..	35	.045											3
4	No. 7 gauge.....do..	10	.045											4
5	No. 8 gauge.....do..	70	.045											5
6	No. 9 gauge.....do..	15	.045											6
7	No. 10 gauge.....do..	75	.045											7
8	No. 11 gauge.....do..	60	.045											8
9	No. 12 gauge.....do..	55	.045											9
10	No. 18 gauge.....do..	25	.06											10
	Wire cloth, for screens, painted (in widths as may be required), square feet.....	21,100							1.25	1.175	1.20			10
11	Wire, two points, barbed, galvanized:													
	For hog fence, main wires not larger than 12½ gauge, barbs not larger than 13½ gauge, space between barbs not to exceed 3 inches. lbs..	31,000							3.31	3.345				11
12										3.445				12
13	For cattle fence, main wires not larger than 12½ gauge, barbs not larger than 13½ gauge, space between barbs not to exceed 5 inches, pounds.....	57,900							3.31	3.345				13
14										3.445				14
15	Wire-fence staples, 1½-inch, steel, galvanized, pounds.....	5,200							3.31	3.345				15
16	Wire-fence stretchers, number.....	83							.46	.45	.50			16
17	Wrenches, screw, black:													
18	8-inch.....No..	47	.25	.22	.50	.50	.20	.21	.19	.18	.18			17
19	10-inch.....do..	10	.30	.26	.60	.60	.25	.26	.23	.21	.22			18
20	12-inch.....do..	25	.36	.30	.70	.70	.30	.29	.26	.26	.25			19
21	15-inch.....do..	23	.60	.52	1.20	1.20	.49	.47		.36	.43			20
	<i>Additional articles.</i>													
21	Iron, flat-bar, in 12 and 14 foot lengths (one-half of each), per 100 pounds:													
22	½ by 1½ inches.....lbs..	500	2.65		2.90				2.35	2.50		2.65		21
23	½ by 2 inches.....do..	2,000	2.65		2.90				2.35	2.50		2.65		22
24	½ by 2½ inches.....do..	500	2.65		2.90				2.35	2.50		2.65		23
24	Iron, Juniata, sheet, 30 by 96 inches, per 100 pounds:													
25	No. 24.....lbs..	300	4.00		4.25					4.20		4.00		24
26	No. 22.....do..	700	4.00		4.25					4.20		4.00		25
26	Iron:													
27	Sheet, No. 24, 30 by 101 inches, per 100 pounds.....lbs..	500	4.00		4.25					4.00				26
27	Norway square, ¾-inch, per 100 pounds.....lbs..	100		4.10	4.10				3.75	3.45	4.10	4.00		27
28	Knives, table, cocoa handle, with bolster...No..	172							.08½	.11	.06			28
29	Hoes, planter's, solid shank, 9-inch.....No..	148							.24	.34				29

α Per 100 square feet.

β Per 100 pounds.

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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.	Henry M. Holbrook.	Francis J. Baker.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Number.
			Delivered in San Francisco, Cal.					
	<i>Plumbers', steam and gas fitters' tools, fittings, and supplies.</i>							
1	Blast furnaces, combination, hot blast, complete with fire pots No.	6	4.00	4.50	5.75	3.65	.....	1
2	Cement, gas fitter's, in 5-pound packages . . lbs.	25	.10	.10	.....	.....	.....	2
3	Cutters, pipe, 3-wheel:							
4	To cut $\frac{1}{2}$ to 1 inch No.	4	1.12	1.80	.95	.94	1.00	3
5	To cut $\frac{1}{2}$ to 2 inches do.	11	1.50	2.40	1.24	1.20	1.33	4
4	Ladles, melting:							
5	4-inch do.	3	.15	.20	.....	.09	.....	5
6	8-inch do.	3	.....	.....	.....	1.54	.....	6
7	Pliers, gas:							
8	6-inch do.	6	.20	.45	.165	.15	.20	7
7	12-inch do.	3	.35	.75	.33	.32	.....	8
9	Ratchets, sleeve, handle 10 inches long . . do.	2	.....	.....	3.75	3.78	.....	9
10	Reamers, pipe:							
11	$\frac{1}{2}$ -inch do.	2	.....	.....	.....	.30	.35	10
11	$\frac{3}{4}$ -inch do.	3	.....	.....	.....	.38	.49	11
12	1-inch do.	2	.....	.....	.....	.53	.60	12
13	1 $\frac{1}{2}$ -inch do.	2	.....	.....	.....	.59	.74	13
14	1 $\frac{3}{4}$ -inch do.	2	.....	.....	.....	.75	.90	14
15	2-inch do.	2	.....	.....	.....	1.10	1.21	15
16	Stocks and dies (solid):							
16	$\frac{1}{2}$ to 1 inch do.	6	3.50	4.50	3.30	2.98	.....	16
17	$\frac{1}{2}$ to 2 inch do.	6	5.00	6.00	4.40	3.98	.....	17
18	Taps, pipe:							
19	$\frac{1}{2}$ -inch do.	6	.37	.47	.27	.29	.35	18
18	$\frac{3}{4}$ -inch do.	5	.50	.67	.34	.33	.49	19
20	1-inch do.	17	.62	.80	.43	.55	.60	20
21	1 $\frac{1}{2}$ -inch do.	15	.75	.92	.58	.65	.74	21
22	1 $\frac{3}{4}$ -inch do.	17	.92	1.15	.63	.78	.90	22
23	2-inch do.	17	1.25	1.55	.88	1.05	1.21	23
24	Vises, pipe, malleable iron, to hold $\frac{1}{2}$ to 2 inch pipe No.	6	1.35	2.00	1.55	.95	3.75	24
25	Wrenches, pipe:							
26	10-inch do.	13	.81	1.10	.82	.79	.....	26
27	18-inch do.	9	1.52	2.00	1.52	1.46	1.59	27
28	.....							28
29	.....							29
	<i>Pipe fittings.</i>							
	Bibbs, lever, handle, plain, finished, for iron pipe:							
30	$\frac{1}{2}$ -inch No.	18	.60	.67	.52	.48	.58	30
31	$\frac{3}{4}$ -inch do.	61	.90	1.00	.62	.68	.85	31
32	1-inch do.	29	1.42	1.55	1.25	1.08	1.35	32
	Bibbs, compression, plain, finished, for iron pipe:							
33	$\frac{1}{2}$ -inch No.	45	.38	.40	.31	.30	.35	33
34	$\frac{3}{4}$ -inch do.	60	.60	.67	.42	.47	.60	34
35	1-inch do.	44	1.15	1.25	1.26	.93	1.12	35
	Boiler elbows, with unions, malleable iron, bent, male:							
36	$\frac{1}{2}$ -inch No.	20	.....	.22	.....	.....	.....	36
37	1-inch do.	18	.20	.50	.....	.....	.....	37
	Boiler couplings, with unions, malleable iron, straight, male:							
38	$\frac{1}{2}$ -inch No.	18	.....	.22	.....	.....	.....	38
39	1-inch do.	18	.....	.25	.....	.....	.....	39

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.				Number.
			Henry M. Holbrook.	Francis J. Baker.	Wakefield Baker.	Joseph Sloss.	
Bushings, malleable iron:							
1	$\frac{1}{4}$ by $\frac{1}{2}$ inch.....No.	122	.02	.023	.012	.0165	1
2	$\frac{1}{2}$ by 1 inch.....do.	102	.024	.027	.019	.02	2
3	1 by 1 $\frac{1}{2}$ inches.....do.	75	.028	.031	.024	.02$\frac{1}{2}$	3
4	1 $\frac{1}{2}$ by 1 $\frac{1}{2}$ inches.....do.	49	.036	.041	.03	.03	4
5	1 $\frac{1}{2}$ by 2 inches.....do.	49	.056	.063	.045	.047	5
Caps, malleable-iron, black:							
6	$\frac{1}{4}$ -inch.....do.	15	.018	.024	.018	.0165	6
7	$\frac{1}{2}$ -inch.....do.	29	.028	.04	.031	.023	7
8	1-inch.....do.	17	.043	.048	.034	.033	8
9	1 $\frac{1}{2}$ -inch.....do.	17	.057	.072	.056	.049	9
10	1 $\frac{1}{2}$ -inch.....do.	19	.075	.088	.068	.06	10
11	2-inch.....do.	29	.115	.128	.099	.087	11
Caps, malleable iron, galvanized:							
12	$\frac{1}{4}$ -inch.....do.	49	.028	.036	.031	.025	12
13	$\frac{1}{2}$ -inch.....do.	85	.043	.056	.042	.033	13
14	1-inch.....do.	67	.064	.072	.054	.049	14
15	1 $\frac{1}{2}$ -inch.....do.	24	.079	.10	.09	.068	15
16	1 $\frac{1}{2}$ -inch.....do.	24	.126	.14	.125	.095	16
17	2-inch.....do.	33	.187	.208	.187	.14	17
Couplings, wrought iron:							
18	$\frac{1}{4}$ -inch.....do.	35	.028	.....	.023	.024	18
19	$\frac{1}{2}$ -inch.....do.	47	.04	.....	.04	.035	19
20	1-inch.....do.	47	.052	.....	.052	.045	20
21	1 $\frac{1}{2}$ -inch.....do.	7	.068	.....	.068	.06	21
22	1 $\frac{1}{2}$ -inch.....do.	12	.085	.....	.084	.072	22
23	2-inch.....do.	12	.113	.....	.112	.095	23
Couplings, wrought iron, galvanized:							
24	$\frac{1}{4}$ -inch.....do.	98	.04	.....	.04	.035	24
25	$\frac{1}{2}$ -inch.....do.	12	.052	.....	.052	.045	25
26	1-inch.....do.	79	.072	.....	.072	.062	26
27	1 $\frac{1}{2}$ -inch.....do.	61	.10	.....	.10	.085	27
28	1 $\frac{1}{2}$ -inch.....do.	65	.129	.....	.112	.11	28
29	2-inch.....do.	65	.162	.....	.16	.13$\frac{1}{2}$	29
Couplings, R. & L., malleable iron, black:							
30	$\frac{1}{4}$ -inch.....do.	12	.043	.048	.043	.04	30
31	$\frac{1}{2}$ -inch.....do.	14	.06	.063	.061	.06	31
32	1-inch.....do.	26	.086	.096	.086	.082	32
33	1 $\frac{1}{2}$ -inch.....do.	19	.126	.12	.129	.12	33
34	1 $\frac{1}{2}$ -inch.....do.	19	.155	.16	.154	.14$\frac{1}{2}$	34
35	2-inch.....do.	11	.198	.22	.198	.18$\frac{1}{2}$	35
Couplings, R. & L., malleable iron, galvanized,							
36	2-inch.....No.	12	.....	.25	.298	.275	36
Crosses, malleable iron, black:							
37	$\frac{1}{4}$ -inch.....do.	12	.054	.06	.045	.04	37
38	$\frac{1}{2}$ -inch.....do.	12	.08	.088	.066	.06	38
39	1-inch.....do.	14	.126	.14	.105	.095	39
40	1 $\frac{1}{2}$ -inch.....do.	19	.162	.18	.135	.12	40
41	1 $\frac{1}{2}$ -inch.....do.	19	.216	.24	.18	.16	41
42	2-inch.....do.	18	.324	.36	.27	.24$\frac{1}{2}$	42

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.				Number.
			Henry M. Holbrook.	Francis J. Baker.	Wakefield Baker.	Joseph Sloss.	
	Crosses, malleable iron, galvanized:						
1	$\frac{1}{4}$ -inch No..	24	.072	.08	.....	.055	1
2	$\frac{3}{8}$ -inch do..	34	.118	.13	.....	.09	2
3	1-inch do..	24	.162	.18	.....	.12	3
4	$1\frac{1}{4}$ -inch do..	24	.216	.24	.....	.16	4
5	$1\frac{3}{4}$ -inch do..	25	.288	.32	.....	.21$\frac{1}{2}$	5
6	2-inch do..	25	.486	.54	.....	.365	6
	Elbows, malleable iron, black:						
7	$\frac{1}{4}$ -inch No..	55	.032	.08	.027	.025	7
8	$\frac{3}{8}$ -inch do..	69	.04	.048	.033	.03	8
9	1-inch do..	50	.064	.088	.054	.049	9
10	$1\frac{1}{4}$ -inch do..	47	.09	.112	.075	.06$\frac{1}{2}$	10
11	$1\frac{3}{4}$ -inch do..	44	.13	.148	.102	.092	11
12	2-inch do..	60	.198	.24	.165	.149	12
	Elbows, malleable iron, galvanized:						
13	$\frac{1}{4}$ -inch No..	97	.04	.052	.033	.03	13
14	$\frac{3}{8}$ -inch do..	235	.057	.072	.048	.044	14
15	1-inch do..	207	.093	.12	.078	.07	15
16	$1\frac{1}{4}$ -inch do..	145	.136	.17	.114	.10$\frac{1}{2}$	16
17	$1\frac{3}{4}$ -inch do..	123	.18	.22	.15	.135	17
18	2-inch do..	145	.288	.34	.24	.21$\frac{1}{2}$	18
	Elbows, R. & L., malleable iron, black:						
19	$1\frac{1}{4}$ -inch No..	6	.....	.14	.....	.....	19
20	$1\frac{3}{4}$ -inch do..	6	.....	.19	.....	.....	20
21	2-inch do..	10	.....	.30	.....	.....	21
	Elbows, malleable iron, black, side outlet:						
22	$\frac{1}{4}$ -inch No..	25	.043	.048	.....	.03$\frac{1}{2}$	22
23	$\frac{3}{8}$ -inch do..	29	.064	.072	.....	.049	23
24	1-inch do..	29	.108	.12	.....	.08	24
25	$1\frac{1}{4}$ -inch do..	10	.162	.18	.....	.12	25
26	$1\frac{3}{4}$ -inch do..	14	.216	.24	.....	.16	26
27	2-inch do..	14	.36	.40	.....	.27	27
	Elbows, malleable iron, galvanized, side outlet:						
28	$\frac{1}{4}$ -inch No..	25	.057	.064	.....	.044	28
29	$\frac{3}{8}$ -inch do..	41	.09	.10	.....	.06$\frac{1}{2}$	29
30	1-inch do..	27	.136	.15	.....	.10$\frac{1}{2}$	30
31	$1\frac{1}{4}$ -inch do..	10	.216	.24	.....	.16	31
32	$1\frac{3}{4}$ -inch do..	12	.324	.36	.....	.24$\frac{1}{2}$	32
33	2-inch do..	12	.54	.60	.....	.405	33
34	Gas-service cocks, brass, female, 1-inch	2	.50	.54	.45	.37	34
	Nipples, shoulder, wrought iron, black:						
35	$\frac{1}{4}$ -inch No..	11	.021	.027	.018	.017	35
36	$\frac{3}{8}$ -inch do..	4	.046	.06	.039	.037	36
37	2-inch do..	6	.064	.08	.054	.05	37
	Nipples, shoulder, wrought iron, galvanized:						
38	$\frac{1}{4}$ -inch No..	42	.021	.027	.018	.017	38
39	$\frac{3}{8}$ -inch do..	78	.028	.036	.024	.02$\frac{1}{2}$	39
40	1-inch do..	63	.039	.05	.033	.03	40

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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 San Francisco, Cal.							Number.
			Henry M. Holbrook.	Francis J. Baker.	Alonzo A. Watkins.	Henry E. Bothin.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	
	Nipples, shoulder, wrought iron, galvanized:									
1	1-inch.....No..	45	.06	.08			.051	.05		1
2	1-inch.....do..	36	.075	.10			.063	.06		2
3	2-inch.....do..	45	.097	.12			.081	.08		3
	Pipe, wrought iron, black:									
4	1/2-inch.....feet..	300	.0345	.0314	.031	3.30		3.19	3.40	4
5	1/2-inch.....do..	675	.04	.0365	.031	3.80		3.61	3.95	5
6	1-inch.....do..	1,100	.058	.0525	.055	5.60		5.34	5.75	6
7	1-inch.....do..	1,200	.079	.0715	.075	7.60		7.28	7.85	7
8	1 1/2-inch.....do..	500	.0945	.0855	.09	9.00		8.72	9.40	8
9	2-inch.....do..	900	.1260	.114	.12	12.00		11.63	12.50	9
	Pipe, wrought iron, galvanized:									
10	1/2-inch.....feet..	1,400	.044	.04	.0415	4.20		4.03	4.55	10
11	1/2-inch.....do..	2,275	.053	.0475	.05	5.29		4.83	5.25	11
12	1-inch.....do..	3,332	.076	.0684	.07	7.60		6.97	7.55	12
13	1 1/2-inch.....do..	1,050	.1040	.094	.091	10.00		9.59	10.55	13
14	1 1/2-inch.....do..	1,250	.1245	.1026	.111	12.45		11.48	12.40	14
15	2-inch.....do..	2,066	.1660	.131	.151	16.00		15.31	16.50	15
	Pipe, lead, per lb.:									
16	1/2-inch.....feet..	35	.061	.065	.06					16
17	1/2-inch.....do..	90	.061	.065	.06					17
18	1-inch.....do..	195	.061	.065	.06					18
19	1 1/2-inch.....do..	105	.061	.065	.06					19
20	1 1/2-inch.....do..	70	.061	.065	.06					20
21	2-inch.....do..	85	.061	.065	.06					21
	Plugs, cast iron, black:									
22	1/2-inch.....No..	33	.008	.01			.004	.0065		22
23	1/2-inch.....do..	33	.012	.014			.009	.01		23
24	1-inch.....do..	39	.016	.018			.012	.013		24
25	1 1/2-inch.....do..	39	.02	.023			.015	.017		25
26	1 1/2-inch.....do..	37	.028	.03			.021	.023		26
27	2-inch.....do..	37	.04	.045			.03	.033		27
	Plugs, cast iron, galvanized:									
28	1/2-inch.....No..	115	.016	.018			.012	.013		28
29	1/2-inch.....do..	156	.024	.027			.018	.02		29
30	1-inch.....do..	115	.032	.036			.024	.027		30
31	1 1/2-inch.....do..	52	.04	.045			.03	.033		31
32	1 1/2-inch.....do..	52	.056	.063			.042	.046		32
33	2-inch.....do..	74	.08	.09			.06	.066		33
	Reducers, malleable iron, black:									
34	1/2 by 1/2 inch.....No..	33	.043	.048			.036	.031		34
35	1/2 by 1 inch.....do..	33	.05	.056			.042	.031		35
36	1 by 1 1/2 inches.....do..	21	.064	.072			.054	.049		36
37	1 1/2 by 1 1/2 inches.....do..	21	.108	.12			.09	.08		37
38	1 1/2 by 2 inches.....do..	18	.144	.16			.12	.108		38

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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.	Henry M. Holbrook.	Francis J. Baker.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Number.
			Delivered in San Francisco, Cal.					
	Reducers, malleable iron, galvanized:							
1	½ by ¾ inch.....No..	95	.061	.068	.051	.046	.....	1
2	¾ by 1 inch.....do..	106	.09	.10	.075	.06½	.....	2
3	1 by 1½ inches.....do..	90	.108	.12	.09	.08	.....	3
4	1½ by 1½ inches.....do..	90	.162	.18	.135	.12½	.....	4
5	1½ by 2.....do..	99	.234	.26	.195	.175	.....	5
	Stopcocks, brass, steam:							
6	¾-inch.....do..	35	.38	.....	.34	.28	.40	6
7	1-inch.....do..	26	.50	.....	.45	.37	.52	7
8	1½-inch.....do..	9	.73	.90	.67	.55	.78	8
9	1½-inch.....do..	7	1.00	.....	.93	1.18	1.08	9
10	2-inch.....do..	7	1.62	.....	1.50	1.22	1.75	10
11	Straps, tinned, for ½, ¾, 1, 1½, 1½, and 2 inch pipe.....doz..	25	.10	.05	.....	.035	.....	11
12				.07	.....	.055	.....	12
13				.09	.....	.075	.....	13
14				.10	.....	.085	.....	14
15				.15	.....	.13	.....	15
16				.17	.....	.14	.....	16
	Tees, malleable iron, black:							
17	½-inch.....No..	3	.04	.05	.033	.03	.....	17
18	¾-inch.....do..	15	.05	.064	.05	.03½	.....	18
19	1-inch.....do..	21	.075	.09	.063	.057	.....	19
20	1½-inch.....do..	21	.108	.14	.09	.08	.....	20
21	1½-inch.....do..	18	.136	.175	.114	.10½	.....	21
22	2-inch.....do..	18	.216	.26	.18	.16	.....	22
	Tees, malleable iron, galvanized:							
23	½-inch.....No..	103	.05	.068	.051	.03½	.....	23
24	¾-inch.....do..	140	.075	.09	.063	.057	.....	24
25	1-inch.....do..	159	.108	.14	.09	.08	.....	25
26	1½-inch.....do..	114	.198	.22	.135	.12½	.....	26
27	1½-inch.....do..	96	.216	.28	.18	.16	.....	27
28	2-inch.....do..	102	.32	.44	.27	.235	.....	28
	Tees, four-way, malleable iron, black:							
29	½-inch.....No..	10	.05	.056	.....	.....	.....	29
30	¾-inch.....do..	10	.072	.08	.....	.....	.....	30
31	1-inch.....do..	10	.118	.13	.....	.....	.....	31
32	1½-inch.....do..	10	.18	.20	.....	.....	.....	32
33	1½-inch.....do..	16	.25	.28	.....	.....	.....	33
34	2-inch.....do..	28	.45	.50	.....	.....	.....	34
	Tees, four-way, malleable iron, galvanized:							
35	½-inch.....No..	7	.064	.072	.....	.....	.....	35
36	¾-inch.....do..	16	.09	.10	.....	.....	.....	36
37	1-inch.....do..	10	.108	.16	.....	.....	.....	37
38	1½-inch.....do..	8	.234	.26	.....	.....	.....	38
39	1½-inch.....do..	8	.324	.36	.....	.....	.....	39
40	2-inch.....do..	8	.63	.70	.....	.....	.....	40

Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 12, 1903, 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.	Henry M. Holbrook.	Francis J. Baker.	Alonzo A. Watkins.	Henry E. Bothin.	Wakefield Baker.	Joseph Sloss.	Andrew Carrigan.	Number.
			Delivered in San Francisco, Cal.							
1	Valves, gate, high-pressure:									
2	½-inch No..	40	.45	.49			.39	.40	.45	1
3	¾-inch do..	27	.60	.65			.52	.50	.57	2
4	1-inch do..	64	.85	.83			.75	.68	.79	3
5	1½-inch do..	21	1.20	1.30			1.05	.77	1.10	4
6	1¾-inch do..	22	1.70	1.87			1.50	1.10	1.58	5
7	2-inch do..	29	2.55	2.80			2.25	1.55	2.37	6
8	Valves, globe, high-pressure:							2.03		7
9	½-inch No..	57	.33	.35			.31	.27	.34	8
10	¾-inch do..	62	.41	.42			.37	.335	.44	9
11	1-inch do..	52	.58	.60			.57	.49	.63	10
12	1½-inch do..	21	.81	.83			.79	.68½	.88	11
13	1¾-inch do..	21	1.14	1.18			1.10	.96	1.22	12
14	2-inch do..	16	1.72	1.75			1.67	1.46	1.85	13
15	ADDITIONAL ARTICLE.									14
16	Pipe, wrought iron, black, 2½-inch,									15
17	feet	700	.205		.19	^a 21.25		^a 18.48	.20	16
18										17
19										18

^a Per 100 feet.

Abstract of proposals received and contracts awarded in San Francisco, Cal.,

under advertisement of May 12, 1903, for furnishing supplies, etc.—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

HARDWARE—Continued.

HARDWARE—Continued.

Number.	CLASS No. 17. HARDWARE—continued.	Quantity awarded.	Henry M. Holbrook.	Francis J. Baker.	William M. Shear.
			Delivered in San Francisco, Cal.		
<i>Hose goods.</i>					
1	Couplings, hose:				
2	¾-inch.....No..	100	.07	.065	
3	1½-inch.....do..	9	.29		
4	2-inch.....do..	3	.70		
5	2½-inch.....do..	8			
6	Hose clamps:				
7	For ¾-inch hose.....doz..	37	.53	.24	.25
8	For 1½-inch hose.....do..	1	.87		.85
9	For 2-inch hose.....do..	2	1.40		1.40
10	For 2½-inch hose.....do..	3	2.45		2.50
11	Hose strap fasteners:				
12	¾ to 1 inch.....No..	8			
13	1 to 2½ inches.....do..	3			
14	Hose, rubber, garden, ¾-inch, in lengths of 50 feet, with necessary couplings.....feet..	4,000			.07
15					.077
16					.084
17					.097
18	Hose, cotton, rubber-lined, in lengths of 50 feet, with necessary couplings:				
19	1½-inch.....feet..	500			.185
20	1½-inch.....do..	100			.224
21	2-inch.....do..	700			.27
22	2½-inch.....do..	1,500			.32
23					.60
24	Nozzles, hose, screw:				
25	¾-inch.....No..	32	.23		
26	1½-inch.....do..	12	.58		
27	2-inch.....do..	6	.73		
28	2½-inch.....do..	13			
<i>Additional article.</i>					
29	Hose, cotton, rubber-lined, 1-inch, in lengths of 50 feet, with necessary couplings attached.....feet..	300			.115
30					.155

a Per dozen.
b Per set.
c Per gross.

Number.	Bowers Rubber Co.	Ellis H. Parish.	Wakefield Baker.	Joseph Sloss.	Goodyear Rubber Co.	Andrew Carrigan.	William H. Daggett.	Aubrey T. Dunbar.
	Delivered in San Francisco, Cal.							
1		.08	.055	.054	.06		a .75	
2		.33	.25	.24	.25		b .27	
3		.80	.60	.60	.60		b 1.35	
4		1.60		1.25	1.20		b 1.65	
5		.30		.20	.19		a .20	
6		.90		.75	.72		a .75	
7		1.45		1.19	1.20		a 1.25	
8		2.50		2.35	1.92		a 2.00	
9				.09	.30		c .60	
10					.30			
11	.115	.085			.12	.054	.065	
12	.09	.075			.10		.07	
13	.08	.06			.09		.085	
14	.075				.075		.084	
15					.06		.10	
16					.045		.11	
17	.19	.225			.26		.185	.22
18	.17	.18			.20			
19	.15				.15			
20	.21	.25			.29		.21	.24
21	.19	.20			.225			
22	.17				.165			
23	.27	.30			.35		.245	.29
24	.22	.24			.27			
25	.20				.195			
26	.59				.44		.26	.34
27	.35				.32			
28	.44	.28			.24			
29		.30		.23	.20		a 2.50	
30		.70		.58	.50		a 6.50	
31		1.30		1.10	1.00		a 12.00	
32		2.45			2.00		a 24.00	
33	.12	.20			.15		.144	.15
34	.09	.16			.13		.12	
35					.105			

Abstract of proposals received at Washington, D. C., March 10, 1903,

[NOTE.—Figures in large type denote rates

Number.	Points of delivery.	Kind of cattle.	Quantity called for.	Quantity awarded.
1	Tongue River Agency Mont.	Heifers	1,000	
2		Bulls	40	40
3			50	
4		Cattle	1,000	1,000
5	Crow Creek Agency S. Dak.	Heifers	1,000	
6			1,000	
7			1,000	
8			2,050	2,050
9		Cattle	2,050	
10			2,050	
11		Bulls	50	50
12			50	

- a* Native heifers to be 2 and 3 years old.
b Bulls to be 2 years old.
c Southern heifers to be 2 and 3 years old.
d Bulls to be 2 years old.
e Bred in Iowa, Nebraska, Montana, and Wyoming, to be 2 and 3 years old.
f Bred in Iowa and Nebraska, Herefords and Shorthorns.
g Bred in Iowa, Nebraska, Minnesota, and South Dakota, to be 2 and 3 years old.
h Bred in Missouri, Kansas, Iowa, and Nebraska, are full-blood Shorthorns and Herefords, but not recorded. Weight from 900 to 1,200 pounds.
i For full-blood Shorthorns and Herefords if registered stock is required.
j All or none. Hereford bulls. Natives of Montana, bidder's own raising, acclimated and accustomed to the range.

for bulls and heifers for Crow Creek and Tongue River agencies.

at which contracts have been awarded.]

Elley & Malone.	Arthur A. Wallace.	William E. Harris.	J. T. Pemberton.	Paul McCormick.	Charles J. Hysham.	H. Schilling.	John Q. Anderson.	Number.
<i>e</i> 31.30		<i>p</i> 27.50	<i>q</i> 21.90	<i>s</i> 24.47	<i>m</i> 24.95			1
<i>f</i> 90.00	<i>h</i> 74.00		<i>r</i> 50.00		<i>j</i> 63.00			2
				<i>s</i> 95.00				3
					<i>k</i> 26.90			4
					<i>l</i> 24.90			5
						<i>a</i> 26.69		6
						<i>c</i> 25.63		7
<i>g</i> 30.30					<i>m</i> 24.95		<i>o</i> 23.90	8
					<i>n</i> 26.90			9
					<i>l</i> 24.90			10
<i>f</i> 90.00	<i>h</i> 87.50				<i>j</i> 61.00	<i>b</i> 74.69	98.00	11
	<i>i</i> 97.50					<i>d</i> 74.69		12

- k* Native Montana range cattle, now on Crow Reservation, and will be driven to agency, thus insuring good calf crop this year.
l Southern range cattle, single wintered north of Kansas line.
m Minnesota and Iowa barnyard heifers. All or none.
n Native Montana and Wyoming range cattle.
o Natives of South Dakota, Iowa, Nebraska, and North Dakota, and as per specifications.
p Two and 3 years old. Southern from Texas, north of quarantine.
q Two, 3, and 4 years old, graded Hereford and Durham heifers.
r Two and 3 year old bulls, high-grade Hereford and Durham.
s This bid received March 11, 1903. Bids were opened, as advertised, March 10, 1903.

Abstract of proposals received and contracts awarded in Washington, D. C.,

[NOTE.—Figures in large type denote rates

BEEF, NET.

Number.	Points of delivery.	Quantity called for.	Quantity awarded.
		Pounds.	Pounds.
1	Fort Bidwell School.....Cal..	12,000	(*)
2	Leech Lake Agency (for Cass Lake School).....Minn..	10,000	(*)
3	Vermilion Lake School.....Minn..	25,000	(*)
4	Shawnee School.....Okla..	20,000	(*)
5	Grande Ronde School.....Okla..	22,000	22,000
6	Grande Ronde Agency.....Okla..	5,000	5,000
7	Klamath Agency and Schools.....Oreg..	37,000	(*)
8	Siletz (for Siletz Agency and School).....Oreg..	12,480	12,480
9	Puyallup School.....Wash..	6,000	(*)

FLOUR.

10	Fort Bidwell School.....Cal..	12,000	(*)
11	Fort Lapwai School.....Idaho..	50,000	(*)
12	Blackfeet Agency and School.....Mont..	75,620	(†)
13			
14			
15			
16	Browning (for Blackfeet Agency and School).....Mont..	75,620	(†)
17			
18	Fort Belknap Agency and School.....Mont..	42,000	(†)
19			
20			
21			
22	Fort Peck Agency and School.....Mont..	185,000	(†)
23			
24			
25			
26	Fort Shaw School.....Mont..	80,000	(†)
27			
28			
29			
30	Harlem (for Fort Belknap Agency and School).....Mont..	42,000	(†)
31			
32	Poplar (for Fort Peck Agency and School).....Mont..	185,000	(†)
33			
34	Vaughn (for Fort Shaw School).....Mont..	80,000	(†)
35			
36	Western Shoshone Agency and School.....Nev..	20,000	(*)
37	Devils Lake (for agency).....N. Dak..	60,000	(†)
38	Devils Lake (for Fort Totten School).....N. Dak..	80,000	(†)
39	Fort Totten (for Devils Lake Agency).....N. Dak..	60,000	(†)
40	Fort Totten (for Fort Totten School).....N. Dak..	80,000	(†)
41	Oberon (for Devils Lake Agency).....N. Dak..	60,000	(†)
42			
43	Oberon (for Fort Totten School).....N. Dak..	80,000	(†)
44			
45	Rolla (for Turtle Mountain Chippawa).....N. Dak..	60,000	(†)
46			
47	Rolla (for Devils Lake Day Schools).....N. Dak..	3,000	(†)
48			
49	Klamath Agency and Schools.....Oreg..	51,200	(*)
50	Canton Insane Asylum.....S. Dak..	13,000	(*)
51	Springfield School.....S. Dak..	18,400	(*)
52	Neah Bay Agency.....Wash..	3,500	(*)
53	Tulalip Day Schools.....Wash..	4,200	(*)

OATS.

54	Fort Bidwell School.....Cal..	6,000	(*)
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* No bids received.
† No award made.

a Per pound.
b In one delivery.

under advertisement of May 12, 1903, for furnishing beef, flour, and oats.

at which contracts have been awarded.]

BEEF, NET.

Andrew J. Bewley.	John Micek.	William M. Atkinson.	James S. Bell.	Matthew Harrison.	Number.
					2
					3
					4
a .08					5
a .08					6
					7
					8
					9

FLOUR.

					10
					11
		2.05			12
		2.30			13
		2.00			14
		2.15			15
			2.19		16
			2.24		17
		2.00		b 2.20	18
		2.25			19
		1.75			20
		1.90			21
		2.00			22
		2.25			23
		1.75			24
		1.90			25
		1.90			26
		2.15			27
		1.90			28
		2.05			29
			2.07		30
			2.12		31
			2.12	2.05	32
			2.17		33
			1.90		34
			2.00		35
					36
					37
				1.80	38
				1.80	39
				2.00	40
				2.00	41
			1.65		42
			1.70		43
			1.65		44
			1.70		45
			1.60	1.70	46
			1.65		47
			1.60	1.70	48
			1.65		49
					50
					51
					52
					53

OATS.

					54
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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.	Quantity offered.	Quantity awarded.	Cluney-Miller Coal Co.	Albert Steinfeld.	Harry McComb.
			Tons.	Tons.			
1	Casa Grande (for Pima School) Ariz.	Blacksmith	2	2	a56.00	b22.40	
2	Casa Grande (for Pima Agency) Ariz.	Blacksmith	4	4		b22.40	
3	Hackberry (for Truxton Canyon School) Ariz.	Soft	25	25			c 10.00
4	Phoenix (for Phoenix School) Ariz.	Blacksmith	6		a60.00		
5	Phoenix School) Ariz.	Blacksmith	10	10			
6		Soft	1,100	1,100			
7	San Carlos (for agency) Ariz.	Blacksmith	4	4	a68.50	b37.60	
8	Perris School Cal.	Hard	100	100			
9		Hard	100				
10	Perris (for school) Cal.	Hard	100				
11	Riverside School Cal.	Hard	300	300			
12		Hard	300				
13	Riverside (for school) Cal.	Hard	300				
14	Fort Lewis School Colo.	Soft	1,000	1,000			
15		Soft	1,000				
16	Fort Lewis (for school) Colo.	Soft	1,000				
17	Grand Junction School Colo.	Soft	300	300			
18		Hard	8				
19	Grand Junction (for school) Colo.	Soft	300				
20	Blackfoot (for Fort Hall School), Idaho	Soft	300				
21	Fort Hall School Idaho.	Soft	300	300			
22	Nez Percé School Idaho.		(n)				
23	Ross Fork (for Fort Hall Agency), Idaho	Soft	100	100			
24		Soft	190				
25		Blacksmith	(q)				
26	Sauk and Fox School Iowa.	Soft	150	150			
27		Soft	30	30			
28		Soft	30				
29	Toledo (for Sauk and Fox School), Iowa	Soft	150				
30	Haskell Institute Kans.	Soft	3,000	3,000			
31		Hard	30	30			
32		Blacksmith	12	12			
33		Blacksmith	4		a23.00		

a Smithing, Piedmont sacked. Delivered at railway depot.
 b Georges Creek Cumberland sacked, f. o. b. cars.
 c 25 tons—no less—domestic lump. Delivery to be in one shipment, f. o. b.
 d Soft, engine. Loaded over 1/2-inch screen to take out fine coal and dust, and through 4-inch screen to take out big lumps.
 e Black Diamond. Delivery subject to strikes and causes beyond bidder's control.
 f Anthracite; stove size from Pittsburg For delivery f. o. b. cars at Arlington, Perris, or Alessandro, price 50 cents per ton less. Deliveries to be not less than carload lots and subject to causes beyond bidder's control.
 g Bituminous; Wellington screened lump from Nanaimo, British Columbia.
 h Black Diamond screened over 4-inch screen. Delivery except for causes beyond control of bidder.
 i Soft. Screened clean lump.
 j Lump.
 k Lump. Loaded in wagon at the Ute mine, 1 mile east from Hesperus, on a wagon road to Fort Lewis School.
 l Somerset screened lump.

under advertisement of May 21, 1903, for furnishing coal for the Indian Service.

at which contracts have been awarded.]

COAL.

Paul A. Brizard.	Harry Bantz.	Arnold J. Stalder.	Spreckles Bros. Commercial Co.	John Cunningham.	Louis C. Jakway.	Walter Stokes.	Edwin L. Carpenter.	The Ramey Perce Lumber Co.	Thomas C. Hickman.	Boston-Colorado Coal Co.	William W. Cleland.	Orin Dudley.	E. D. Mineah.	Andrew J. Griffin.	Number.
															1
															2
															3
															4
30.00															5
d 6.50															6
															7
	e 9.00		f 19.75												8
			g 9.75												9
															10
	e 9.00		f 19.75												11
			g 9.75												12
															13
															14
					j 2.28										15
					k 1.35										16
															17
						3.00	l 2.80	m 2.95	3.00						18
						8.25		10.00	10.00						19
										n 3.75					20
															21
															22
															23
															24
															25
													r 3.60	s 3.75	26
													t 6.75	u 4.50	27
													v 4.85		28
															29
															30
															31
															32
															33

m Lump, screened.
 n 100 tons soft called for; none offered.
 o Castle Gate screened lump.
 p Castle Gate screened lump, f. o. b. cars.
 q 5 tons blacksmith coal called for for agency; none offered.
 r Soft, nut.
 s Soft, nut. Lost Creek.
 t Soft, Hocking Valley.
 u Soft, lump. Lower vein Boone.
 v Soft, nut, f. o. b.
 w Soft, Boone.
 x Leavenworth lump, well screened.
 y Denning egg, Arkansas semianthracite. } Same as furnished last year.
 z Keystone smithing.
 1 Soft, Leavenworth lump, cleaned and screened from mines of the Home Riverside Coal Mining Co.
 2 Hard, semianthracite, Denning egg, screened.
 3 Soft, f. o. b. cars.

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.	Quantity offered.	Quantity awarded.
				Tons.	Tons.
1	Hoyt (for Potawatomi shops)	Kans.	Blacksmith	2	
2	Kickapoo School	Kans.	Soft	200	200
3	Potawatomi Agency	Kans.	Hard	20	20
4			Blacksmith	2	2
5	Potawatomie School	Kans.	Soft	300	
6			Soft	300	
7	Mount Pleasant (for school)	Mich.	Soft	1,000	1,000
8	Bena School	Minn.	Hard	5	5
9	Duluth Docks (f. o. b. for Leech Lake and Red Lake Chippewa)	Minn.	Blacksmith	10	
10	Duluth Docks (f. o. b. for Hayward School)	Minn.	Blacksmith	2	
11	Duluth Docks (f. o. b. for Winnebago)	Minn.	Blacksmith	2	
12	Duluth Docks (f. o. b. for Pipestone School)	Minn.	Blacksmith	6	
13	Duluth Docks (f. o. b. for Cheyenne River Agency)	Minn.	Blacksmith	5	
14	Duluth Docks (f. o. b. for Crow Creek Agency)	Minn.	Blacksmith	5	
15	Leech Lake Agency	Minn.	Hard	10	10
16			Soft	30	30
17			Soft	30	
18	Leech Lake School	Minn.	Hard	25	25
19			Soft	20	20
20			Soft	20	
21	Morris School	Minn.	Hard	250	250
22	Morris (for school, f. o. b. cars)	Minn.	Hard	250	
23	Pipestone School	Minn.	Hard	20	20
24			Soft	500	200
25			Soft	500	
26			Blacksmith	1	
27			Soft	500	200
28			Soft	500	
29			Soft	500	
30			Soft	500	
31	Pipestone (on track)	Minn.	Soft	500	
32			Soft	500	
33			Soft	500	
34			Soft	500	
35			Hard	20	
36	Solway (on track)	Minn.	Blacksmith	2	
37	Walker (for Leech Lake Chippewa and School)	Minn.	Hard	35	
38	White Earth Schools	Minn.	Hard	(*)	
39	Vermillion Lake School	Minn.	Hard	300	300
40			Blacksmith	1	1-4

* 5 tons of hard and 2 tons of soft called for; none offered.
 a Smithing, Piedmont; sacked. Delivered at railway depot.
 b Iowa block.
 c Smithing, Piedmont.
 d Soft, Osage.
 e Steam lump. If desired all shipments prior to November 1 to be at \$2.95 and from November 1 to June 30 at \$3.25, all f. o. b. A. A. Railway tracks, Mount Pleasant, Mich. 6 tons of hard and 1 ton of blacksmith called for; none offered.
 f Smithing, sacked.
 g Anthracite, nut size.
 h Bituminous, Youghiogheny.
 i Bituminous, Hocking.
 j Anthracite, egg and nut size.
 k Hard, any size White Ash.
 l Hard, stove size.
 m Soft, Youghiogheny lump.
 n Soft, Hocking lump.
 o Smithing, Lilly.
 Deliveries shall all be ordered in such a manner as will enable bidder to ship in car lots to Onigum for delivery to points named.

advertisement of May 21, 1903, for furnishing coal for the Indian service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Cluley-Miller Coal Co.	Jacob E. Winterscheidt.	William E. Rippetoe.	Stevens G. Russell.	J. Rumsey Reeve.	Charles W. Adams.	Hermon A. Lund.	J. H. Somers Coal Co.	George Merryweather.	Orville P. Nason.	Albert L. Cole.	John D. Murphy.	Number.
a 22.20	b 5.00											1
		16.80										2
		c 15.60										3
		d 6.42										4
		b 6.82										5
							e 3.10					6
												7
												8
			f 6.50									9
			f 6.50									10
			f 6.50									11
			f 6.50									12
			f 6.50									13
			f 6.50									14
			g 11.50									15
			h 8.75									16
			i 9.00									17
			g 11.50									18
			h 8.75									19
			i 9.00									20
			j 9.50	k 9.95								21
				k 9.75								22
					l 9.40							23
					m 6.55	p 6.77						24
					n 6.80	q 6.27						25
					o 12.00							26
								r 6.45				27
								s 6.20	v 4.90			28
								t 6.70	x 6.80			29
								u 6.20				30
								r 6.15	v 4.65			31
								s 5.90	w 6.30			32
								t 6.40	x 6.55			33
								u 5.90				34
												35
												36
												37
												38
												39
												40

p Hocking lump, Youghiogheny 1/2 lump, may be substituted for Hocking if desired.
 q Southern Illinois lump. Shall be Buckhorn 5-inch lump or equal.
 r Soft, Youghiogheny lump, screened.
 s Soft, Youghiogheny lump, run of pile.
 t Soft, Hocking lump, screened.
 u Soft, Hocking lump, run of pile.
 v Third vein La Salle, Illinois, screened lump.
 w Youghiogheny screened lump.
 x Hocking screened lump.
 y Hard, stove size.
 z Big vein, Davis smithing.
 1 Hard, egg, stove or nut.
 2 Nut.
 3 Smithing.
 4 Anthracite, stove size.
 5 Bituminous, Youghiogheny.
 6 Bituminous, Hocking.

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.	Quantity offered.	
				Tons.
1	Blackfeet Agency	Soft	20	
2		Blacksmith	3	
3	Browning (for Blackfeet Agency)	Blacksmith	3	
4	Crow Agency Station (for Crow Agency)	Soft	750	
5	Crow Agency Station (for Crow School)	Soft	250	
6	Flathead Agency (for Carlos Band)	Blacksmith	(f)	
7	Fort Belknap Agency	Blacksmith	3	
8	Fort Peck Agency	Soft	150	
9	Fort Shaw School	Soft	700	
10		Soft	700	
11	Fort Shaw (for school)	Soft	700	
12		Soft	700	
13		Soft	700	
14		Hard	8	
15	Great Falls (for Fort Shaw School)	Blacksmith	4	
16	Harlem (for Fort Belknap Agency)	Soft	700	
17	Poplar (for Fort Peck Agency)	Blacksmith	3	
18	Poplar (for Poplar River School)	Soft	150	
19	Poplar River School	Soft	560	
20	Pryor (for school at Crow Agency)	Soft	560	
21	Columbus (for Genoa School)	Soft	150	
22		Soft	1,200	
23	Crawford (for Rosebud School)	Soft	1,200	
24	Crawford (for Santee)	Soft	500	
25	Crawford (for Santee School)	Soft	50	
26	Crawford (for Pine Ridge Agency)	Soft	150	
27	Crawford (for Pine Ridge School)	Soft	100	
28	Dakota City (for Winnebago)	Soft	600	
29	Genoa (for Genoa School)	Blacksmith	4	
30	Niobrara (for Santee)	Blacksmith	5	
31	Omaha (for Ponca Day School)	Blacksmith	5	
32	Omaha (for Santee)	Hard	3	
33	Omaha (for Santee School)	Hard	12	
34	Omaha (for Pine Ridge Agency)	Hard	20	
35	Omaha (for Rosebud Agency)	Hard	50	
36	Omaha (for Rosebud School)	Hard	90	
		Hard	50	

^aSoft, Lethbridge No. 1 lump.^bBlacksmith, Streskly A 1, sacked.^cSmithing, Piedmont, sacked. Delivered at railway depot.^dF. o. b. cars, Sheridan lump; mined at Dietz, Wyo.^eDavis, smithing.^f5 tons blacksmith's called for; none offered.^gSoft, f. o. b. cars.^hSoft, Lethbridge lump.ⁱSoft, Stocket lump.^jHard, Pennsylvania nut.^kBlacksmith, Blossburg.^lSheridan, lump; mined at Dietz, Wyo. } F. o. b cars on B. and M. track.^mSheridan mine run, 60 per cent lump. }ⁿSheridan, lump, f. o. b. cars on B. and M. track.^oHard, Pennsylvania (60 tons nut, 30 tons furnace).^pHard, Pennsylvania nut.^qHard, Pennsylvania nut, to be in one 15-ton car, f. o. b. F. E. and M. Y. track.^rHard, nut, Pennsylvania (10 tons nut; 10 tons egg), f. o. b. F. E. and M. Y. track; one shipment, to be in one 20-ton car, one-half each size.^sSheridan, lump; f. o. b. B. and M. track.^tHard, nut, Pennsylvania, f. o. b. cars F. E. and M. Y. track.

advertisement of May 21, 1903, for furnishing coal for the Indian service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Quantity awarded,	William C. Broadwater.	Cluley-Miller Coal Co.	Joseph H. Sherburne.	Victor White.	Alonzo Ellis.	Howard M. Cosier.	B. A. Robertson.	Robert Cameron.	Number.
20	^a 9.25		10.00						1
3	^b 25.00	^e 50.00	24.00						2
750				^d 3.50					3
250				^d 3.50					4
3					^e 20.00				5
						8.00			6
							^h 6.80		7
							ⁱ 6.40		8
700								^h 6.47	9
								ⁱ 6.05	10
8								^j 25.00	11
4								^k 25.00	12
								^h 4.45	13
					^e 18.00				14
150						^g 7.50			15
560						^g 7.50			16
						8.00			17
150				^d 4.00					18
				ⁱ 5.00					19
				^m 4.00					20
				ⁿ 4.00					21
				^s 4.00					22
				^s 4.00					23
				^s 4.00					24
				^s 4.00					25
				^s 4.00					26
				^s 4.00					27
		^e 35.20							28
3		^c 25.00							29
		^e 26.50							30
				^q 10.00					31
				^q 10.00					32
				^r 10.00					33
				^t 10.00					34
				^o 10.00					35
				^p 10.00					36

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote the rates

COAL—Continued.

Number.	Points of delivery.	Kind of coal.	Quantity offered.	Quantity awarded.
			Tons.	Tons.
1	Omaha School.....	Nebr. Hard	30	30
2		Soft	90	90
3		Soft	90	
4	Ponca Agency (for Poncas of Santee Agency).....	Nebr. Blacksmith	1	1
5	Ponca Agency (for Ponca Day School).....	Nebr. Hard	3	3
6	Rushville (for Pine Ridge Agency and School).....	Nebr. Soft	700	560
7		Soft	700	
8		Hard	50	
9	Santee Agency (for Santee).....	Nebr. Hard	12	12
10		Soft	50	50
11		Blacksmith	3	3
12	Santee Agency School (for school).....	Nebr. Hard	20	20
13		Soft	150	150
14	Santee Agency School (for Santee).....	Nebr. Hard	12	
15		Soft	50	
16		Blacksmith	3	
17	Santee Agency School (for school).....	Nebr. Hard	20	
18		Soft	150	
19	Valentine (for Rosebud Agency School).....	Nebr. Soft	500	400
20		Soft	500	
21		Blacksmith	5	
22	Valentine or Crookston (for Rosebud Agency).....	Nebr. Hard	90	
23		Blacksmith	2	
24	Valentine or Crookston (for Rosebud School).....	Nebr. Hard	50	
25		Soft	500	
26		Soft	500	
27	Winnebago School (for school).....	Nebr. Hard	30	30
28		Soft	100	100
29		Soft	100	
30	Winnebago School (for Winnebago).....	Nebr. Hard	10	10
31		Soft	40	40
32		Soft	40	
33	Winnebago Agency (for Winnebago).....	Nebr. Hard	10	
34		Soft	40	
35		Blacksmith	2	2

- a Anthracite, egg size.
- b Bituminous, Youghiogheny.
- c Bituminous, Hocking.
- d Hard, egg or nut size.

- e Hocking, lump.
- f Southern Illinois lump. Shall be Buckhorn 5-inch lump or equal.

- g Rock Springs screened lump from Union Pacific Company's mines.
- h Glen Rock, lump.
- i Anthracite, hard nut.
- j Soft, Hocking Valley or Youghiogheny (Youghiogheny awarded).
- k Hard (10 tons nut; ten tons egg).

NOTE.—Youghiogheny three-fourths lump may be substituted for Hocking, if desired. Award was made for Youghiogheny.

F. o. b. cars.

advertisements of May 21, 1903, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

John Brown.	Herman A. Lund.	John H. Jones.	Eugene Colburn.	Stevens G. Russell.	William Krotter.	Cluley-Miller Coal Co.	Alfred L. Maryott.	Number.
				a 14.60			u 14.00	1
				b 11.85			v 11.25	2
				c 12.10				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
								29
								30
								31
								32
								33
								34
								35

- i Hard, nut.
- m Soft Hocking, lump. } Youghiogheny lump may be substituted in part or all for Hocking at same price.
- n Blacksmith, Lilly. }
- o Hard, nut or stove. }
- p Hard, 60 tons nut, 30 tons furnace size.
- q Hard, nut size.
- r Rock Springs, lump. From Union Pacific Coal Company.
- s Peacock Hocking, lump. From southern district of Ohio, best grade Hocking coal.
- t Smithing, Piedmont, sacked. Delivered at railway depot.
- u Hard, any size. } Or in place of Hocking Valley will furnish Diamond "B" at \$10.25, or Wal-
- v Soft Hocking Valley. } nut block at \$9 per ton.
- w Anthracite, stove size.
- x Smithing.

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.	Quantity offered.	Quantity awarded.		Edwin L. Carpenter.
				Tons.	Tons.	
1	Carson School..... Nev..	Soft.....	300	300	a 10.25	
2		Blacksmith.....	(b)			
3	Carson City (for school) f. o. b..... Nev..	Soft.....	300		a 8.75	
4	Nevada Agency School..... Nev..	Soft.....	75	75	a 12.75	
5	Wadsworth f. o. b. (for Nevada School)..... Nev..	Soft.....	75		a 7.75	
6	Albuquerque School..... N. Mex..	Soft.....	250	250		
7		Soft.....	250			
8		Hard.....	150	150		
9		Blacksmith.....	2	2		
10	Albuquerque (for school)..... N. Mex..	Soft.....	250			
11		Soft.....	250			
12		Hard.....	150			
13		Blacksmith.....	2			
14	Santa Fe School..... N. Mex..	Soft.....	400	400		
15		Hard.....	30	30		
16	Santa Fe (for school)..... N. Mex..	Soft.....	400			
17		Hard.....	30			
18	Devils Lake Agency..... N. Dak..	Blacksmith.....	3			
19	Fort Totten School..... N. Dak..	Hard.....	125	125		
20		Soft.....	350	280		
21		Soft.....	350			
22		Blacksmith.....	1	(*)		
23	Oberon (for Fort Totten School)..... N. Dak..	Hard.....	125			
24		Soft.....	350			
25		Soft.....	350			
26		Soft.....	350			
27		Blacksmith.....	1	(*)		
28	Oberon (for Devils Lake)..... N. Dak..	Blacksmith.....	3			
29	Standing Rock Agency..... N. Dak..	Hard.....	35	35		
30		Hard.....	180	180		
31		Hard.....	20	20		
32		Hard.....	50	50		
33		Hard.....	25	25		
34		Blacksmith.....	10½	10½		

* Blacksmith coal will be purchased in open market.

a Castle Gate screened lump.

b 3 tons blacksmith coal called for; none offered.

c Cerrillos, bituminous.

d Gallup mine lignite.

e Hard stove size.

f Smithing, Starkville.

g Smithing, Piedmont, sacked, delivered at railway depot.

h Bituminous lump.

i Hard, any size.

j Smithing, sacked.

k Hard; egg, stove, or nut. } Prompt shipment, strikes and acts of God alone excepted. Settlement to be made on basis shippers' weight, which is Western Railroad Weighing Association's weights at Duluth on hard and soft coal and mine weights on lignite. Will ship to Oberon via Northern Pacific Railway.

l Hocking screened lump. } On track.

m Lignite.

n Hard, either nut, stove, or egg.

o Soft, screened Hocking Valley, lump.

p Soft, screened Youghiogheny.

q Soft, Washburn lignite lump.

r Blacksmith, sacked.

advertisement of May 21, 1903, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—CONTINUED.

William H. Hahn.	Cinley-Miller Coal Co.	Victor J. Bauer.	Powers Elevator Co.	Charles W. Adams.	Stevens G. Russell.	F. H. Peavey & Co.	James O. Kruhn.	Number.
								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
								29
								30
								31
								32
								33
								34

s Egg and nut size for agency.

t Furnace size for agency school.

u Nut size for agency school.

v Stove size for agricultural school.

w Stove size for Grand River School.

x Best blacksmith, sacked.

y Hard; egg, stove, and nut size. (63 tons awarded.)

z Soft; Youghiogheny lump. (140 tons awarded.)

1 Soft; Hocking lump.

2 Anthracite egg, stove and nut size. (62 tons awarded.)

3 Bituminous, Youghiogheny. (140 tons awarded.)

4 Bituminous, Hocking.

Anthracite all sacked. All anthracite to be free burning, white ash, anthracite coal, clean and free from slate and dirt.

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.	Quantity offered.		Quantity awarded.	Clutley-Miller Coal Co.
			Tons.	Tons.		
1	Anadarko (for Kiowa Agency).....Okla.	Soft.....	15			
2	Anadarko (for Riverside School).....Okla.	Soft.....	125			
3	Anadarko (for agency).....Okla.	Blacksmith.....	12			a33.00
4	Arapaho School.....Okla.	Soft.....	250	250		
5	Cheyenne and Arapaho Agency.....Okla.	Soft.....	30	30		
6	Cheyenne School.....Okla.	Soft.....	200	200		
7	Cantonment School.....Okla.	Soft.....	60	60		
8	Chilocco (for Chilocco School).....Okla.	Soft.....	1,000	1,000		
9		Soft.....	1,000	1,000		
10		Blacksmith.....	10	10		a29.00
11	Fort Sill School.....Okla.	Soft.....	150	150		
12	Fort Sill (for school).....Okla.	Soft.....	150			
13	Homestead (for Cantonment School).....Okla.	Soft.....	60			
14	Kiowa Agency.....Okla.	Soft.....	15	15		
15	Osage Agency.....Okla.	Hard.....	10	10		
16	Osage School.....Okla.	Soft.....	200	200		
17	Pawnee Agency.....Okla.	Soft.....	100	(1)		
18		Soft.....	100			
19		Soft.....	100			
20		Soft.....	100			
21		Blacksmith.....	10			a33.00
22	Rainy Mountain School.....Okla.	Soft.....	175	175		
23	Riverside School.....Okla.	Soft.....	125	125		
24	Ponca School (for agency).....Okla.	Soft.....	20	20		
25		Soft.....	20			
26		Soft.....	20			
27	Ponca School (for school).....Okla.	Soft.....	120	120		
28		Soft.....	120			
29		Soft.....	120			
30	Ponca School (for agency).....Okla.	Soft.....	20			
31	Ponca School (for school).....Okla.	Soft.....	120			
32	Ponca School (for agency).....Okla.	Blacksmith.....	2	2		
33	Ponca School and Agency.....Okla.	Soft.....	140			
34		Soft.....	140			
35	Sauk and Fox Agency.....Okla.	Hard.....	20	20		
36	Seger School.....Okla.	Soft.....	*50	50		
37		Hard.....	10	10		
38	Shawnee School.....Okla.	Soft.....	30	30		
39	Stroud (for Sauk and Fox School).....Okla.	Hard.....	20			
40	Weatherford (for Seger School).....Okla.	Blacksmith.....	10			a33.00
41	White Eagle (for Ponca Agency and School).....Okla.	Soft.....	140			
42		Soft.....	140			

*Three tons of blacksmith coal for Cheyenne and Arapaho School, and 2 tons for Seger School called for; none offered.

aSmithing, Piedmont, sacked. Delivered at railway depot.

b McAlester, bituminous, lump.

c McAlester, domestic, screened lump.

d Weir, screened nut.

e Weir, mine run.

f McAlester bituminous.

g Pennsylvania anthracite, stove size.

h Henrietta lump, Indian Territory.

i McAlester lump, Indian Territory.

j Canyon City Colorado lump. } Bid withdrawn before opening.

k Kansas lump.

advertisement of May 21, 1903, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

William Busby.	Henry E. Brubaker.	Joseph W. Stanford.	Charles H. Kamm.	Jay D. Neal.	Henry Comley.	Edgar L. Conklin.	Wilber E. Imel.	Number.
			f8.00					1
			f8.00					2
								3
b7.50								4
b7.50								5
b7.50								6
b10.50	e11.00	d4.40						7
		e4.25						8
								9
b8.25			f8.75					10
			f8.25					11
	c7.50							12
b8.25			f8.50					13
g20.00								14
b9.00								15
								16
								17
								18
								19
								20
								21
b10.25								22
b8.25			f8.75					23
								24
						m5.20		25
						n4.90		26
						o5.05		27
						m5.20		28
						n4.90		29
						o5.05		30
						p6.95		31
						p6.95		32
						18.00		33
							u7.85	34
							v7.60	35
g22.00						q8.00		36
b9.75								37
r22.00								38
b6.15								39
								40
								41
								42

l No award, will purchase in open market.

m Soft, Pittsburg screened lump.

n Soft, Pittsburg lump, mine run.

o Soft, Pittsburg screened nut.

p Soft, Canyon City.

q Hard, stone, product of Indian Territory.

r Pennsylvania anthracite, egg size.

s Rockvale Colorado lump, mine weights, Canyon City, f. o. b. track.

t Brookside Colorado lump, mine weights, Canyon City, f. o. b. track.

u Rockvale Colorado lump, Canyon City.

v Brookside Colorado lump, Canyon City.

Abstract of proposals received and contracts awarded in Washington, D. C., under

advertisement of May 21, 1903, for furnishing coal for the Indian Service—Continued.

[NOTE.—Figures in large type denote rates

at which contracts have been awarded.]

COAL—Continued.

COAL—Continued.

Number.	Points of delivery.	Kind of coal.	Quantity offered.		Quantity awarded.	
			Tons.	Tons.	Tons.	Tons.
1	Whiteagle (for Ponca Agency)..... Okla..	Soft.....	20			
2		Soft.....	20			
3		Soft.....	20			
4	Whiteagle (for Ponca School)..... Okla..	Soft.....	120			
5		Soft.....	120			
6		Soft.....	120			
7	Whiteagle (for Ponca Agency)..... Okla..	Soft.....	20			
8	Whiteagle (for Ponca School)..... Okla..	Soft.....	120			
9	Whiteagle (for Ponca Agency)..... Okla..	Blacksmith.....	2			
10	Chemawa (for Salem School)..... Oreg..	Blacksmith.....	4			
11		Blacksmith.....	5		5	
12		Hard.....	150		150	
13	Salem School..... Oreg..	Hard.....	150			
14	Umatilla School..... Oreg..	Soft.....	75		75	
15	Canton Asylum..... S. Dak..	Hard.....	100		100	
16		Soft.....	150		120	
17		Soft.....	150			
18	Canton (for asylum)..... S. Dak..	Soft.....	150			
19		Soft.....	150			
20		Soft.....	150			
21		Soft.....	150			
22	Chamberlain School..... S. Dak..	Hard.....	30		30	
23		Soft.....	200			
24		Soft.....	200			
25		Blacksmith.....	3			
26	Chamberlain (for school)..... S. Dak..	Soft.....	200		160	
27		Soft.....	200			
28		Soft.....	200			
29		Soft.....	200			
30	Chamberlain (for Crow Creek Agency)..... S. Dak..	Soft.....	160			
31		Soft.....	160			
32		Soft.....	160			
33		Soft.....	160			
34		Blacksmith.....	5			
35	Chamberlain (for Lower Brule Agency)..... S. Dak..	Soft.....	75			
36		Soft.....	75			
37		Soft.....	75			
38		Soft.....	75			
39	Cheyenne River Agency..... S. Dak..	Hard.....	100		100	
40		Soft.....	60		45	
41		Soft.....	60			
42	Cheyenne River School..... S. Dak..	Hard.....	100		100	
43		Soft.....	50		38	
44		Soft.....	50			

- a Soft Pittsburg screened lump.
- b Soft Pittsburg mine run.
- c Soft Pittsburg screened nut.
- d Soft Pittsburg mine run lump.
- e Soft Canyon City.
- f Smithing, Piedmont, sacked. Delivered at railway depot.
- g Cumberland.
- h Newcastle.
- i Hard Renton lump.
- j Fairfax blacksmith.
- k Soft Rock Springs.
- l Soft Rock Springs nut.
- m Anthracite stove and nut size.

Henry Comley.	Chuley-Miller Coal Co.	George B. Gray.	William G. Kegler.	Newton Poston.	Pleasant P. Collier & Co.	Henry Kopitke.	Henry E. Leatz.	Stevens G. Russell.	Herman A. Lund.	George Merryweather.	James W. Sanford.	Number.
a 4.45												1
b 4.15												2
c 4.30												3
d 4.45												4
e 6.20												5
f 6.20												6
g 6.20												7
h 6.20												8
i 18.00	f 30.60											9
	f 58.00											10
		g 27.50	j 15.00									11
			i 6.45									12
				h 6.60								13
					k 8.85	l 8.00	m 7.75					14
								n 9.75				15
								o 7.15	p 6.85			16
								q 6.90	r 6.35			17
										s 6.15		18
										t 5.90		19
										u 6.40		20
										v 5.90		21
										w 11.74		22
										x 9.49		23
										y 8.70		24
										z 7.90		25
												26
										r 7.70		27
										s 7.45		28
										t 7.95		29
										u 7.45		30
										v 7.70		31
										w 7.45		32
										x 7.95		33
										y 7.45		34
										z 7.45		35
												36
												37
												38
												39
												40
												41
												42
												43
												44

- n Bituminous Hocking.
 - o Bituminous Youghiogheny.
 - p Hocking lump (award made on Youghiogheny for Canton Asylum.)
 - q Southern Illinois; shall be Buckhorn 5-inch lump or equal.
 - r Soft Youghiogheny lump screened.
 - s Soft Youghiogheny lump run of pile.
 - t Soft Hocking lump screened.
 - u Soft Hocking lump run of pile.
 - v Hard one-half nut and one-half stove.
 - w Soft Hocking Valley.
 - z Smithing.
- [NOTE.—Will substitute Youghiogheny three-fourths lump for Hocking if desired.
- On track.
- If Indiana block is preferred to Hocking Valley, will be furnished at \$8.80 per ton delivered.

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.	Quantity		Stevens G. Russell.
			offered.	awarded.	
1	Crow Creek Agency	S. Dak.	Hard	75	a 13.70
2			Soft	100	b 10.95
3			Soft	100	c 11.20
4			Blacksmith	5	
5	Crow Creek School	S. Dak.	Hard	140	d 13.70
6			Soft	60	b 10.95
7			Soft	60	c 11.20
8	Flandreau School	S. Dak.	Hard	100	f 9.75
9			Soft	1,350	g 6.60
10			Soft	1,350	h 6.85
11			Soft	1,350	
12	Flandreau (for school)	S. Dak.	Hard	100	
13			Soft	1,350	
14			Soft	1,350	
15			Soft	1,350	
16			Soft	1,350	
17	Gettysburg (for Cheyenne River and school)	S. Dak.	Hard	200	
18			Soft	110	
19			Soft	110	
20			Blacksmith	6	
21	Lower Brulé Agency	S. Dak.	Hard	80	e 13.70
22	Lower Brulé School	S. Dak.	Hard	200	e 13.70
23			Soft	75	f 10.95
24			Soft	75	g 11.20
25	Pine Ridge Agency	S. Dak.	Soft	100	
26			Soft	100	
27			Hard	50	
28	Pine Ridge School	S. Dak.	Soft	600	
29			Soft	600	
30	Pierre School	S. Dak.	Soft	360	280
31			Soft	360	
32	Pierre (for school)	S. Dak.	Soft	360	
33			Soft	360	
34			Soft	360	
35			Soft	360	
36	Pollock (for Standing Rock)	S. Dak.	Hard	310	
37			Blacksmith	6	
38	Rapid City (on track, for school)	S. Dak.	Soft	150	150

a Anthracite, nut size
 b Bituminous, Youghiogheny
 c Bituminous, Hocking
 d Anthracite, egg, stove and nut size
 e Hard, nut size
 f Soft, Hocking Valley
 g Smithing
 h Hard (50 tons nut; 90 tons stove or egg)
 i Anthracite, stove size (50 tons awarded).
 j Bituminous, Youghiogheny (510 tons awarded).
 k Bituminous, Hocking.
 l Hocking lump. (Youghiogheny three-fourths lump may be substituted if desired. Award made on Youghiogheny for Pierre school.)
 m Southern Illinois lump. Shall be Buckhorn 5-inch lump or equal.
 n Soft, Youghiogheny lump, screened
 o Soft, Youghiogheny lump, run of pile
 p Soft, Hocking lump, screened
 q Soft, Hocking lump, run of pile
 r Hard.
 s Soft, Hocking.
 t Soft, Illinois lump.
 u Soft, Verden lump (Southern Illinois).
 v Hard, Scranton stove.
 w Soft, Wilmington.
 x Soft, Hocking lump.
 y Hard, stove size (50 tons awarded).
 z Soft, Youghiogheny lump (510 tons awarded).

Anthracite and bituminous to be ordered so as to enable bidder to make delivery during season of river navigation.
 Will furnish Indiana block at \$8.80 per ton delivered if preferred.

On track.

advertisement of May 21, 1903, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Herman A. Lund.	George Merryweather.	Charles W. Adams.	Charles J. Lee	Samuel Y. Hyde.	Cluley-Miller Coal Co.	James W. Sanford.	John H. Jones.	Fred H. Rugg.	William Krotter.	Number.
						e 11.74				1
						f 9.49				2
										3
						g 11.00				4
						h 11.74				5
						i 9.49				6
										7
		y 9.75	r 10.25							8
l 6.70		z 6.60	s 7.15							9
m 6.20		1 6.85	t 5.25							10
			u 5.25							11
										12
	n 6.15			v 10.15						13
	o 5.90			w 5.25						14
	p 6.40			x 7.15						15
	q 5.90									16
										17
7 7.45			2 10.79							18
m 6.95			3 8.10							19
					4 28.00					20
						8 11.74				21
						9 11.74				22
						10 9.49				23
							11 11.28			24
							12 9.28			25
							13 16.50			26
							14 11.28			27
							15 9.28			28
1 8.70										29
m 8.20										30
	n 8.00									31
	o 7.75									32
	p 8.25									33
	q 7.75									34
										35
			14 12.65							36
					4 31.50					37
								16 7.00		38

1 Soft, Hocking lump.
 2 Hard, sacked.
 3 Soft, Hocking.
 4 Smithing, Piedmont sacked. Delivered at Rwy. depot.
 5 Anthracite, stove and nut sizes
 6 Bituminous, Youghiogheny
 7 Bituminous, Hocking
 8 Hard (40 tons nut, 40 tons stove)
 9 Hard (100 tons nut, 100 tons stove)
 10 Soft, Hocking Valley
 11 Rock Springs screened lump, from Union Pacific Company's mines.
 12 Glen Rock lump.
 13 Anthracite, hard, furnace.
 14 Hard, sacked.
 15 Union Pacific Coal Company's Rock Springs lump, from No. 9 mine.

Deliveries to be ordered so as to enable bidder to make deliveries during season of river navigation.
 If Indiana block is preferred to Hocking Valley, same will be furnished at \$8.80 per ton.

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.	Quantity offered.	Quantity awarded.	William Krotter.
1	Rosebud Agency.....S. Dak..	Hard.....	Tons. 90	Tons. 90	a16.35
2		Blacksmith.....	2	2	b15.75
3	Rosebud Agency School.....S. Dak..	Hard.....	50	50	b16.35
4		Soft.....	500		c12.15
5		Soft.....	500		d13.10
6	Sisseton School.....S. Dak..	Hard.....	75	75	
7		Soft.....	150	150	
8		Soft.....	150		
9	Springfield School.....S. Dak..	Hard.....	100	100	
10	Wagner (for Yankton Agency).....S. Dak..	Hard.....	35		
11		Soft.....	40		
12		Blacksmith.....	6		
13	Wagner (for Yankton School).....S. Dak..	Hard.....	140		
14	Yankton School.....S. Dak..	Hard.....	35	35	
15		Soft.....	40		
16		Blacksmith.....	6	6	
17		Hard.....	140	140	
18		Soft.....	140	110	
19		Soft.....	140		
20	Yankton (for Agency and School).....S. Dak..	Soft.....	140		
21		Soft.....	140		
22		Soft.....	140		
23		Soft.....	140		
24	Puyallup School.....Wash..	Soft.....	160	(*)	
25	Yakima School.....Wash..	Soft.....	15	15	
26	Ashland (for Chippawa of Lake Superior).....Wis..	Blacksmith.....	3	3	
27	Hayward School.....Wis..	Hard.....	300	300	
28	Keshena (for Green Bay Agency).....Wis..	Hard.....	10	10	
29		Blacksmith.....	10	10	
30	Keshena (for Menominee School).....Wis..	Hard.....	50	50	
31	Lac du Flambeau Railroad station.....Wis..	Hard.....	325	325	
32	Lac du Flambeau Railroad station (for school).....Wis..	Blacksmith.....	3	3	
33	Oneida School.....Wis..	Hard.....	5	5	
34		Soft.....	500		
35	Oneida station, f. o. b. cars.....Wis..	Soft.....	500		
36			500	500	
37			500		
38			500		
39			500		
40	Shawano (for Green Bay Agency).....Wis..	Hard.....	10		
41		Blacksmith.....	10		
42	Shawano (for Menominee School).....Wis..	Hard.....	50		
43	Tomah School.....Wis..	Hard.....	250	(*)	

- a Hard (60 tons nut, 30 tons furnace size).
- b Hard, nut size.
- c Soft, Rock Springs lump, from Union Pacific Coal Company.
- d Soft, Peacock Hocking lump, from southern district of Ohio, best grade Hocking coal.
- e Anthracite, stove and nut size.
- f Bituminous, Youghiogheny.
- g Bituminous, Hocking.
- h Anthracite, stove size.
- i Hard (18 tons nut, 17 tons stove size).
- j Soft, Hocking Valley.
- k Hard (70 tons nut, 70 tons stove).

l Hocking lump (award was made for Youghiogheny)
 m Southern Illinois lump; shall be Buckhorn 5-inch lump or equal
 n Soft, Youghiogheny lump, screened
 o Soft, Youghiogheny lump, run of pile
 p Soft, Hocking lump, screened
 q Soft, Hocking lump, run of pile

[NOTE.—Youghiogheny three-fourths lump may be substituted for Hocking.]

On track.

advertisement of May 21, 1903, for furnishing coal for the Indian Service—Continued.

at which contracts have been awarded.]

COAL—Continued.

Stevens G. Russell.	Eugene Colburn.	George H. Grotewohl.	Herman A. Lund.	George Merryweather.	Almon C. Coburn.	Martin Schrank.	Charles M. Upham.	Frederick Hurlbut.	Cargill Coal Co.	Number.
										1
										2
										3
										4
										5
										6
e10.80										7
f7.65										8
g7.90										9
h10.90	h11.45									10
		i11.44								11
		j8.64								12
		k10.64								13
		l11.44								14
		m13.44								15
		n10.64								16
		o13.44								17
				p10.25						18
				q9.75						19
					r6.75					20
					s6.50					21
					t7.00					22
					u6.50					23
										24
					r10.50					25
						s6.75				26
v8.55							t10.00			27
							u9.00			28
							v10.00			29
										30
						w8.50				31
						x7.85				32
								y7.45		33
								z4.25		34
									aa4.25	35
										36
										37
										38
										39
										40
										41
										42
										43

- * None offered.
- r Soft, Roslyn coal.
- s Hard (275 tons furnace, 50 tons stove size), W. L. Scott coal.
- t Smithing, sacked.
- u Smithing, sacked, delivered at coal dock.
- v Anthracite, egg and nut size.
- w Hard, stove size.
- x Soft, Pittsburg, run of pile.
- y Soft, Sunday Creek, Hocking, screened lump
- z Soft, Youghiogheny lump
- 1 Pocahontas, smokeless, mine run
- 2 Soft, Pocahontas egg
- 3 Soft, Red Jacket, West Virginia screened lump
- 4 Anthracite, stove size (in bins)
- 5 Anthracite, stove size, f. o. b. cars
- 6 Smithing (in bins); to be from the Lily Coal Company, Altoona, Pa.
- 7 Smithing (f. o. b.); to be from the Lily Coal Company, Altoona, Pa.

Bid is for 500 tons "only." All coal must be moved at not less than 5 per cent of total tonnage monthly, and contract expires April 1, 1904.

To be the Lehigh Valley Company's coal.

Abstract of proposals received and contracts awarded in Washington, D. C., under

[NOTE.—Figures in large type denote rates

APPLES, DRIED.

Number.	Points of delivery.	Quantity offered.	Quantity awarded*	James A. Snook.
1	San Francisco..... Cal..	Pounds. 144,000	Pounds. 144,000	a. 0549
2	Chicago..... Ill..	144,000		a. 0649
3	Chicago or St. Louis.....	144,000	113,000	
4	St. Louis..... Mo..	144,000		
5	Omaha..... Nebr..	144,000	(*)	
6		100,000		
7				
8				

PEACHES, DRIED.

9	San Francisco..... Cal..	143,000	143,000	g. 0549
10	Chicago..... Ill..	143,000		g. 0724
11	St. Louis..... Mo..	30,000		
12	Omaha..... Nebr..	50,000		
13		60,000		
14				
15				

PRUNES, DRIED.

16	San Francisco..... Cal..	175,000		r. 0358
17	Chicago..... Ill..	175,000		r. 0308
18		175,000		o. 0268
19		175,000	175,000	p. 0308
20				
21				
22				

advertisement of August 26, 1903, for furnishing fruit (dried) for the Indian Service.

at which contracts have been awarded.]

APPLES, DRIED.

Adolph Rosenberg.	William S. Ryan.	Henry B. Steele.	Joseph Wallerstein.	Hofmann Bros. Produce Co.	John W. Teasdale, jr.	Charles H. Pickens.	Calvin Durand.	Number.
a. 06½								1
a. 055								2
	b. 06	a. 065						3
		a. 06½	c. 049					4
				d. 045	e. 055			5
			c. 0522					6
						f. 06½		7
								8

PEACHES, DRIED.

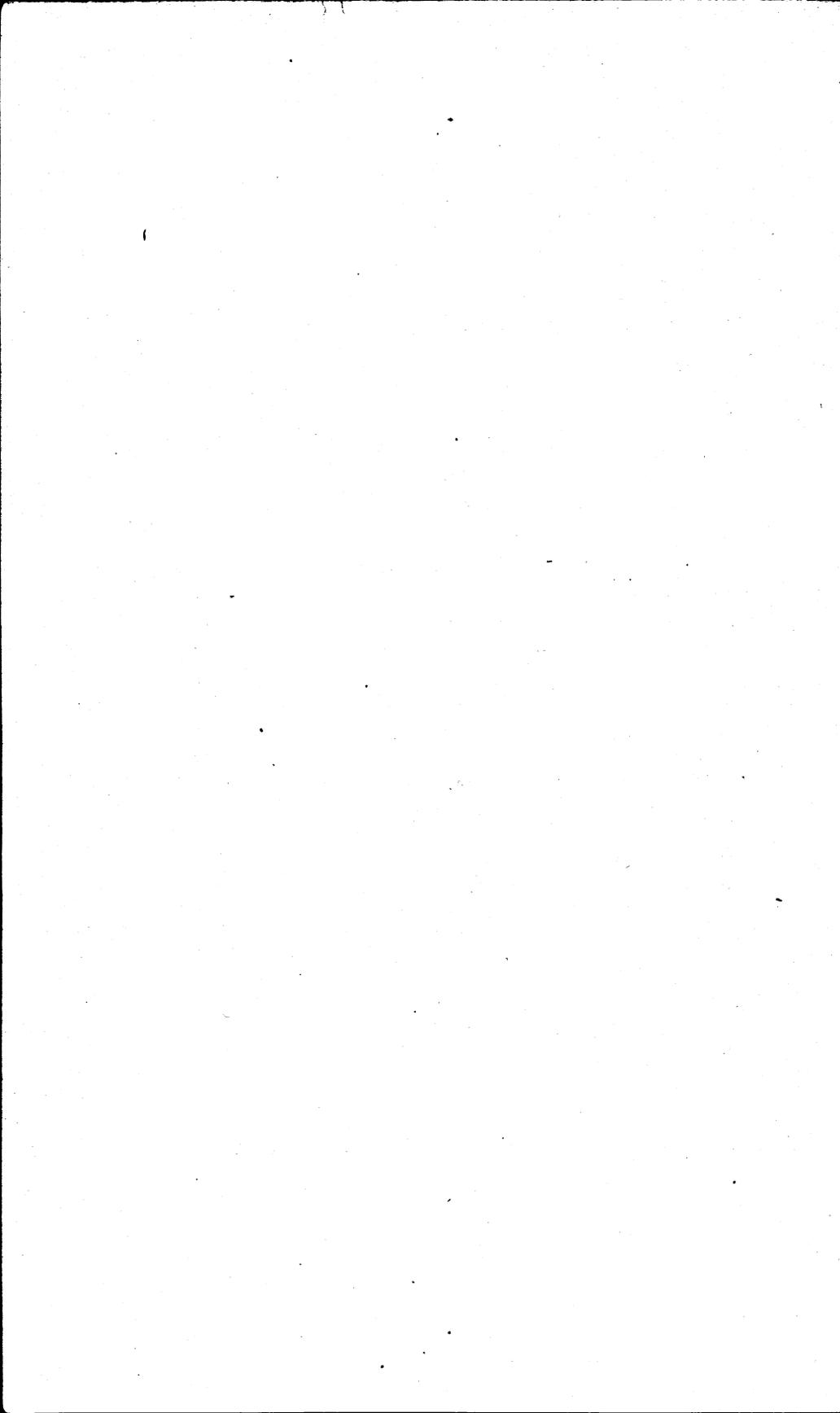
h. 065								9
h. 05½								10
h. 05½								11
		i. 07½					j. 0724	12
				k. 05½				13
								14
								15

PRUNES, DRIED.

q. 04½								16
r. 03½								17
s. 03½								18
								19
				u. 05½			t. 0386	20
				v. 05½				21
				w. 045				22

*Note: Awarded as follows:
Dried apples.—To Joseph Wallerstein, 113,000 pounds, at \$4.90 per cwt., Chicago or St. Louis delivery, and \$5.22 per cwt., Omaha delivery; to James A. Snook, 31,000 pounds, at \$5.49 per cwt., San Francisco delivery.
Dried peaches.—To James A. Snook, 143,000 pounds, at \$5.49 per cwt., San Francisco delivery.
Dried prunes.—To James A. Snook, 175,000 pounds, at \$3.08 per cwt., San Francisco delivery.
 a Packed in 50-pound boxes.
 b Evaporated; in 100-pound double bags "only." Delivered at railroad terminal.
 c Will pack in double sacks or boxes according to specifications. My preference is to pack in sacks.
 d In sacks, sundried, "only."
 e Evaporated; all in double bags. If bid is accepted, bidder must be advised by wire not later than October 3, 1903. "Only."
 f Evaporated; in sacks "only."
 g To be packed in double sacks.
 h In sacks.
 i In bags.

j In double sacks, f. o. b.
 k In sacks "only."
 l All in double bags. If bid is accepted, bidder must be advised by wire not later than October 3, 1903. "Only."
 m 60 to 70
 n 70 to 80
 o 80 to 90
 p 60 to 70; 70 to 80; 80 to 90, in equal quantities of each size
 q 50 to 60
 r 60 to 70 In sacks.
 s 70 to 80
 t 80 to 90 In double sacks.
 u 60 to 70
 v 70 to 80 In bags.
 w 80 to 90
 } To be packed in double sacks. Bid for all or any part of quantities called for.



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